



## Utility Committee Meeting

### AGENDA

April 5, 2016

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- I. **CALL TO ORDER**
  
- II. **MATTERS BEFORE COMMITTEE**
  1. [Approval - Purchase of Transformer](#)
  
- III. **ADJOURN**



## Utility Committee Meeting

### AGENDA

April 5, 2016

**Item:**

Approval - Purchase of Transformer

**Department:**

**Additional Information:**

**Financial Impact:**

**Budgeted Item:**

**Recommendation / Request:**

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Transformer Quote Info](#)



**To:** Utility Committee, City Council  
**From:** Chris Bailey, Purchasing Agent  
**Department:** Electric Department  
**Date:** 3/31/16  
**Description:** Approval is being sought for the purchase of a 1500KVA 277/480 padmount transformer for stock purposes.

**Budget Account/Project Name:** 520-526-04600-00531-532660

**Funding Source:** 2016 Budget – R/M System (Inside)

**Budget Allocation:** \$65,000.00

**Budget Available:** \$47,267.63

**Requested Expense:** \$16,825.00

**Company of Purchase:** Gresco

***Recommendation:***

Staff recommends the APPROVAL of this request based on the information provided for the purchase of the transformer. Proper procurement policy guidelines were followed and quotes were provided.

***Background:***

It is the practice of the City of Monroe to maintain adequate levels of stock/inventory in order for expansion of the electric system or replacement should damage/failure occur of existing transformers.

***Attachment(s):***

Quotations – 24 pages

3/28/16 12:35:54

ERMCO QUOTE

PAGE

1

CUSTOMER COPY

QUOTE # 426266-00  
 QUOTED DATE 3/28/16

BILL TO:  
 GRESKO UTILITY SUPPLY, INC.  
 1135 RUMBLE ROAD

SHIP TO:  
 CITY OF MONROE UTILITIES DEPT  
 420 NORTH BROAD STREET

ATTN= ACCOUNTS PAYABLE  
 FORSYTH GA31029

MONROE GA30655

<u>DESCRIPTION</u>	<u>PRODUCT NUMBER</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXT PRICE</u>
TRANSFORMER LOSS DATA IS BASED ON ANSI C57.12.00: LOSS GRT: AVE VOLT% : 100 NL TEMP BASIS: 85 LL TEMP BASIS: 85 FOB DESTINATION, FREIGHT PREPAID AND ALLOWED. LEAD TIME 8-10 WEEKS. -QUOTED PER ELECTRIC CITIES OF GEORGIA SPECIFICATION FOR THREE PHASE PAD MOUNT TRANSFORMERS UPDATED 10/11/2012 -REFERENCE II.L.: DUE TO THE ERMCO PAINT PROCESS, THE INTERIOR OF THE TANK WILL NOT BE PAINTED. -REFERENCE V.C.: IF CURRENT LIMITING FUSES ARE REQUIRED PER PURCHASE ORDER, ITEM WILL NEED TO BE RE-QUOTED. -REFERENCE FIGURE 1: DIMENSION "C" WILL BE 32.5'. PRICING IS FIRM ON AN ORDER RECEIVED WITHIN 30 DAYS FROM BID DATE AND SHIPMENT WITHIN LEADTIME PRICING IS SUBJECT TO ESCALATION/DESCALATION FOR ORDERS PLACED AFTER THE 30 DAY BID VALIDITY OR FOR SHIPMENTS DELAYED BEYOND THE QUOTED LEADTIME AT THE CUSTOMERS REQUEST. ESCALATION IS CALCULATED ON THE DIFFERENCE IN THE ERMCO MATERIAL COST FROM TIME OF QUOTE VERSUS REQUESTED TIME OF SHIPMENT. THE BASE INDEX FOR THIS QUOTE IS 1ST QTR 2016 MATERIAL COSTS. NOTE: LEADTIME IS SUBJECT TO CHANGE WITHOUT NOTICE! 1ST QTR INDEX 2016.				

ITEM 1				
ERMCO 3 PHASE PAD TRANSFORMER	3PH-PAD	1	\$ 16,825.00	\$ 16,825.00
ITEM#: 1.00				
YOUR PRODUCT				
NL= 1544 LL=10047 IZ=5.900 TL=11591				
OPTIONS BEGIN.....				
ERMCO	ERMCO STD 3PH TRANSFORMER			
1500	1500 KVA			
G	GRDY			
001G	12470GY/7200 95 BIL			
X	HO/XO GROUND			
003	2 TAPS 2.5% ABOVE & BELOW			
127	480Y/277			
S5	ANSI SPECIFIC K DIM=5.0			
L	LOOP FEED			
000	ERMCO STD FIXED STUD WELL			
000	NO INSERTS SELECTED			

CUSTOMER COPY

QUOTE # 426266-00  
QUOTED DATE 3/28/16

BILL TO:  
GRESKO UTILITY SUPPLY, INC.  
1135 RUMBLE ROAD

SHIP TO:  
CITY OF MONROE UTILITIES DEPT  
420 NORTH BROAD STREET

ATTN= ACCOUNTS PAYABLE  
FORSYTH GA31029

MONROE GA30655

DESCRIPTION	PRODUCT NUMBER	QTY	UNIT PRICE	EXT PRICE
000	ELBOW ARRESTERS NOT SELECTED			
S	STAGGERED LV BUSHING ARRANGEMENT			
512	HJ INTRG 12H SPD			
1	LV BUSHING SUPPORTS REQUIRED			
D14	FUSE CP 4000358C14 DS 65 AMP			
A00	STD ISOLATION LINK BY CONFIGURATOR			
000	MILD STEEL TANK & PEDESTAL			
000	MILD STEEL CABNET & SILL			
0	STD CABINET PARTITION			
1	GREEN W/2" BLACK POLYMER UNDERCOAT			
0	STANDARD HARDWARE.			
11	SILICON BRONZE PENTABOLT			
1	#10-1 1-WAY TIN PLATED 19-01			
1	S.S. 2HOLE GRD PAD IN PRI & SEC			
00	STANDARD AIR SPACE			
N1	IFD AND .25 PLUG ON FRONT PANEL			
Z	ERMCO STD DRAIN VALVE W/ SAMPLER			
0	1"NPT FILL PLUG			
Z	SEC ERMCO STD LEVEL GAUGE			
0	NO VACUUM GAGE SELECTED			
0	NO TEMPERATURE GAGE SELECTED			
H	HOT STICK STYLE SWITCH HANDLE			
0	STD TX OIL			
A	STANDARD TWO NAMEPLATES			
00	STD KVA DECAL OUTSIDE			
01	"NON PCB" 1X2 (ERMCO STD) 7-15			
11	"DANGER" MR OUCH GENERIC			
00	NO WARNING DECALS			
99	STD PRIMARY DECAL INSIDE (HV)			
00	NO SECONDARY VOLTAGE DECALS			
16	STENCIL HV & LV BU PER CM71 NOTES			
N	NO SPECIAL TEST NEEDED			
OPTIONS END.....				

RECEIVING HOURS 8 AM - 3 PM

24 HOUR NOTICE







City of Monroe
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**To: City of Monroe**
**From: Anixter**
**Attn: Chad Gravette**
**Sean Phillips**

Phone: 404-223-1818

Fax: 404-691-4736

Email: Sean.Phillips@anixter.com

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We are pleased to offer you this quote for your request on the 1500kva 3-phase pad mount transformer. Please review the following quotation for pricing, lead times, specifications, clarifications, and exceptions. If you have any questions please let me know.

Thanks!!!


**Sean Phillips**

Inside Sales Manager

**Anixter, Inc**

6525 Best Friend Road

Norcross, GA

Office: 404-223-1818

Mobile: 678-995-1648

Fax: 404-691-4736

Cisco: 31128

 Email: [Sean.Phillips@anixter.com](mailto:Sean.Phillips@anixter.com)

Item	Alt	Qty	Description	Price Each (USD)
10		1	1500 KVA Liquid Filled Padmounted Transformer DTR 2401, Jefferson City, USA (9AAE300179), PDC: 9AAC30400623, DTAN-L3M135	\$20,245

ITEM	QTY	kVA	EACH (USD)	NL	TL	%Z	Shipment
10	1	1500	\$20,245	1416 @ 85	11196	5.75	8-10 Weeks

Quoted loss values are subjected to ANSI Test Tolerances.

Lead times for orders subject to drawing approval will be confirmed upon receipt of approval and release for manufacturing.



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**Description:**

<b>Type</b>	:	Liquid-Filled MTR Padmounted Transformer
<b>Fluid</b>	:	Mineral Oil
<b>Core</b>	:	Grain Oriented Steel
<b>Phase</b>	:	3 Phase
<b>Frequency</b>	:	60 Hz
<b>Average Winding Rise</b>	:	65 °C
<b>Ambient Temperature</b>	:	30 °C
<b>High Voltage</b>	:	12470GrdY/7200
<b>High Voltage Taps</b>	:	+2 -2 2.5%
<b>High Voltage BIL</b>	:	95kV BIL
<b>Low Voltage</b>	:	480Y/277
<b>Low Voltage BIL</b>	:	30kV BIL
<b>Neutral</b>	:	H0X0 bushing with ground strap
<b>Feed Configuration</b>	:	Loop feed
<b>Color</b>	:	Green (Munsell 7GY 3.29/1.5)

**Features (included in price):**

**TANK & CABINET**

- Penta-head cabinet handle bolt

**GROUNDING**

- Ground connector(s) (#8 - 2/0) x 2

**BUSHINGS**

- Loadbreak Inserts (dead front) x 6
- HV Bushing pattern per ANSI standard C57.12.26, Fig 6A & 7 (5.0" spacing)
- 200 amp HV bushing wells x 6
- 12-hole NEMA spade terminals x 3
- Spade Supports
- ANSI C57.12.26 Fig 7&8a specific stgrd LV bushing pattern
- Threaded stud LV bushings x 3

**FUSES**

- Fused bayonet with isolation link x 3

**MONITORING**

- Internal Fault Detector (IFD)
- Liquid level gauge

**FITTINGS**

- Drain valve and sampler

**MARKINGS**

- NEMA Mr OUCH warning/danger decals shipped in a bag

**OTHER**

- 9.5" x 17.5" Tank Handhole Cover
- 24" deep cabinet
- DOE Efficiency (2016)
- RUS specification





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**Terms and Conditions:**

- Quote validity period: 30 days
- Payment Terms: Payment is due Net 30 Days from invoice date.
- Freight Terms: Shipment is FCA - Free Carrier
- Warranty: 18 months from delivery or 12 months from commissioning, whichever occurs first.

**Shipments:**

- Lead times are subject to change based on availability of production space and/or materials at time of order. Please contact your ABB representative to confirm the lead time at order entry.
- Lead times for orders requiring drawing approval will be confirmed after receipt of approval and release for manufacturing.
- Transportation costs are based on truckload quantities and one stop within the 48 contiguous states of the United States. Multiple stops will be charged a minimum of \$150 per stop.
- Packaging and handling beyond what is stated in the quote, including blue water transport, are at the expense of the purchaser.
- Shipments by dedicated truck must be specified as such on the purchase order and billed accordingly.
- This quote does not include installation, training and field testing unless noted otherwise.
- For destinations outside of the United States, purchaser is to identify seller for customs reporting as ABB Inc, 150 Ardmore Blvd. Suite 401, Pittsburgh, PA 15221, Attention: International Contracts Management.

**Price Validity:**

- Prices are valid for the quantities stated in this quote and subject to change for orders less than quoted.
- Approval order pricing is firm for 30 days after initial mailing date of approval drawings. Orders not released for manufacture within 30 days of the initial drawing date are subject to price adjustment.
- Prices and lead time are subject to change should there be changes to specifications, configurations and accessories.

**Approval Drawings:**

- Purchaser to provide e-mail address at time of order entry for transmission of drawings.
- Drawing lead times are typically 3 - 4 weeks after receipt of order for Padmount transformers.
- Drawing lead times are typically 5 - 6 weeks after receipt of order for Secondary Unit Substation transformers.
- Drawings in less than typical lead time are available upon request and will be priced accordingly.
- Drawings can be supplied in "pdf" format at customer request

**NEC & NFPA Exception:**

Product will be designed, built and tested in accordance with ANSI, NEMA and IEEE (and UL if applicable) standards. Cabinetry is designed in accordance with NEMA 3R unless stated otherwise in the body of the quote. Exception is taken to NEC & NFPA as compliance is the responsibility of the installing contractor and/or end user.

**Testing:**

- Routine production tests are in accordance with IEEE C57.12.00.
- Fluid supply is regularly tested for PCB content.
- Nameplates state "Filled with non-PCB fluid that contains less than 1 ppm at time of manufacture."
- Comprehensive leak testing is completed on all products.
- Computer generated certified test reports provided as standard.



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**Special Test Price Adders:**

- Chopped Wave at \$1,000 net each.
- Temperature Rise (base rating only) at \$2,000 net each.
- Temperature Rise (base rating plus max) at \$3,000 net each.
- Sound Level for product rated less than 2000 kVA at \$1,000 net each
- Power Factor at \$1,000 net each.
- Witness Testing at \$5,000 net each. (may be of a similar unit depending on availability of product at time of testing)

**General Notes:**

- Order should reference this negotiation number and applicable items.
- Extended warranty available upon request and will be priced accordingly.
- Units are quoted for normal service conditions as defined by ANSI/IEEE standards.
- Notify ABB should unit(s) be subject to harmonics, motor starting, shovel duty or other.
- Accessories not included with the product are T-Ops, secondary terminating lugs, grounding lugs, padlocks, wrenches and warning signs unless noted otherwise in the quote.
- UL labeling and FM certification are available for most configurations upon request.
- Nameplates are laser etched anodized aluminum.
- Penta-head door fastening bolt compliant to ANSI C57.12.28-1998.
- Door fastening hardware made of stainless steel or silicon bronze.
- Paint system is compliant with ANSI/IEEE C57.12.28.
- Ground pads are made of stainless steel.
- Instruction manuals and order status information are available at [www.abb.us/transformers](http://www.abb.us/transformers). Select *United States of America* as a preference, click OK and then select *Jefferson City Distribution Transformer site*.



City of Monroe

ABB INC.

GENERAL TERMS AND CONDITIONS OF SALE

1. General. The terms and conditions contained herein, together with any additional or different terms contained in ABB's Proposal, if any, submitted to Purchaser (which Proposal shall control over any conflicting terms), constitute the entire agreement (the "Agreement") between the parties with respect to the order and supersede all prior communications and agreements regarding the order. Acceptance by ABB of the order, or Purchaser's acceptance of ABB's Proposal, is expressly limited to and conditioned upon Purchaser's acceptance of these terms and conditions, payment for or acceptance of any performance by ABB being acceptance. These terms and conditions may not be changed or superseded by any different or additional terms and conditions proposed by Purchaser to which terms ABB hereby objects. Unless the context otherwise requires, the term "Equipment" as used herein means all of the equipment, parts, accessories sold, and all software and software documentation, if any, licensed to Purchaser by ABB ("Software") under the order. Unless the context otherwise requires, the term "Services" as used herein means all labor, supervisory, technical and engineering, installation, repair, consulting or other services provided by ABB under the order. As used herein, the term "Purchaser" shall include the initial end use of the Equipment and/or services; provided, however, that Paragraph 13(a) shall apply exclusively to the initial end user.

2. Prices.

(a) Unless otherwise specified in writing, all Proposals expire thirty (30) days from the date thereof.

(b) Unless otherwise stated herein, Services prices are based on normal business hours (8 a.m. to 5 p.m. Monday through Friday). Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate; and Sunday hours will be billed at two (2) times the hourly rate; holiday hours will be billed at three (3) times the hourly rate. If a Services rate sheet is attached hereto, the applicable Services rates shall be those set forth in the rate sheet. Rates are subject to change without notice.

(c) 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. Purchaser agrees to pay or reimburse any such taxes which ABB 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 ABB a copy, acceptable to the relevant governmental authorities of any such certificate or permit.

(d) The price includes customs duties and other importation or exportation fees, if any, at the rates in effect on the date of ABB 's Proposal. Any change after that date in such duties, fees, or rates, shall increase the price by ABB's additional cost.

3. Payment.

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

(b) If in the judgment of ABB the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, ABB may require payment in advance, payment security satisfactory to ABB, or may terminate the order, whereupon ABB shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall be due on the date ABB is prepared to make delivery. Delays in delivery or nonconformities in any installments delivered shall not relieve Purchaser of its obligation to accept and pay for remaining installments.

(c) Purchaser shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1 1/2% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts plus ABB'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 ABB and resulting adjustments to affected provisions, including price, schedule, and guarantees mutually agreed in writing prior to implementation of the change.

(b) ABB may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform the Equipment or Services to the applicable specifications. If Purchaser objects to any such changes, ABB shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection.

5. Delivery.

(a) All Equipment manufactured, assembled or warehoused in the continental United States is delivered F.O.B. point of shipment. Equipment shipped from outside the continental United States is delivered F.O.B. United States port of entry. Purchaser shall be responsible for any and all demurrage or detention charges.

(b) If the scheduled delivery of Equipment is delayed by Purchaser or by Force Majeure, ABB may move the Equipment to storage for the account of and at the risk of Purchaser whereupon it shall be deemed to be delivered.

(c) Shipping and delivery dates are contingent upon Purchaser's timely approvals and delivery by Purchaser of any documentation required for ABB's performance



City of Monroe

hereunder.

(d) Claims for shortages or other errors in delivery must be made in writing to ABB within ten days of delivery. Equipment may not be returned except with the prior written consent of and subject to terms specified by ABB. Claims for damage after delivery shall be made directly by Purchaser with the common carrier

6. Title & Risk of Loss. Except with respect to Software (for which title shall not pass, use being licensed) title to Equipment shall remain in ABB until fully paid for. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage shall pass to Purchaser upon delivery.

7. Inspection, Testing and Acceptance.

(a) Any inspection by Purchaser of Equipment on ABB's premises shall be scheduled in advance to be performed during normal working hours.

(b) If the order provides for factory acceptance testing, ABB shall notify Purchaser when ABB will conduct such testing prior to shipment. Unless Purchaser states specific objections in writing within ten

(10) days after completion of factory acceptance testing, completion of the acceptance test constitutes Purchaser's factory acceptance of the Equipment and its authorization for shipment.

(c) If the order provides for site acceptance testing, testing will be performed by ABB personnel to verify that the Equipment has arrived at site complete, without physical damage, and in good operating condition. Completion of site acceptance testing constitutes full and final acceptance of the Equipment. If, through no fault of ABB, acceptance testing is not completed within thirty (30) days after arrival of the Equipment at the site, the site acceptance test shall be deemed completed and the Equipment shall be deemed accepted.

8. Warranties and Remedies.

(a) Equipment and Services Warranty. ABB warrants that Equipment (excluding Software, which is warranted as specified in paragraph (d) below) shall be delivered free of defects in material and workmanship and that Services shall be free of defects in workmanship. The Warranty Remedy Period for Equipment (excluding Software, Spare Parts and Refurbished or Repaired Parts) shall end twelve (12) months after installation or eighteen (18) months after date of shipment, whichever first occurs. The Warranty Remedy Period for new spare parts shall end twelve (12) months after date of shipment. The Warranty Remedy Period for refurbished or repaired parts shall end ninety (90) days after date of shipment. The Warranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services.

(b) Equipment and Services Remedy. If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to ABB promptly after such discovery and within the applicable Warranty Remedy Period, ABB shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to ABB promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or 30 days from completion of such repair, replacement or re-performance, whichever is later, ABB will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be extended.

(c) Exceptions. ABB shall not be responsible for providing working access to the nonconforming Equipment, including disassembly and re-assembly of non-ABB supplied equipment, or for providing transportation to or from any repair facility, all of which shall be at Purchaser's risk and expense. ABB shall have no obligation hereunder with respect to any Equipment which (i) has been improperly repaired or altered; (ii) has been subjected to misuse, negligence or accident; (iii) has been used in a manner contrary to ABB's instructions; (iv) is comprised of materials provided by or a design specified by Purchaser; or (v) has failed as a result of ordinary wear and tear. Equipment supplied by ABB but manufactured by others is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed.

(d) Software Warranty and Remedies. ABB warrants that, except as specified below, the Software will, when properly installed, execute in accordance with ABB's published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of shipment and written notice of such nonconformity is provided to ABB promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, ABB shall correct the nonconformity by, at its option, either (i) modifying or making available to the Purchaser instructions for modifying the Software; or (ii) making available at ABB's facility necessary corrected or replacement programs. ABB shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software or (ii) Purchaser-supplied software or interfacing. ABB does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Purchaser, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs".

(e) THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE PURCHASER'S EXCLUSIVE



City of Monroe

**REMEDIES AND ABB'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.**
**9. Patent Indemnity.**

(a) ABB shall defend at its own expense any action brought against Purchaser alleging that the Equipment or the use of the Equipment to practice any process for which such Equipment is specified by ABB (a "Process") directly infringes any claim of a patent of the United States of America and to pay all damages and costs finally awarded in any such action, provided that Purchaser has given ABB prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action in behalf of Purchaser.

(b) ABB shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including Equipment or Processes which have been modified or combined with other equipment or process not supplied by ABB; (ii) any Equipment or Process supplied according to a design, other than an ABB design, required by Purchaser; (iii) any products manufactured by the Equipment or Process; (iv) any patent issued after the date hereof; or (v) any action settled or otherwise terminated without the prior written consent of ABB.

(c) If, in any such action, the Equipment is held to constitute an infringement, or the practice of any Process using the Equipment is finally enjoined, ABB shall, at its option and its own expense, 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 portion of the price allocable to the infringing Equipment. **THE FOREGOING PARAGRAPHS STATE THE ENTIRE LIABILITY OF ABB AND EQUIPMENT MANUFACTURER FOR ANY 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 ABB is a contributory infringer) or said Equipment or any part thereof is used by Purchaser to perform a process not furnished hereunder by ABB or to produce an article, and by reason of said modification, combination, performance or production, an action is brought against ABB, Purchaser shall defend and indemnify ABB in the same manner and to the same extent that ABB would be obligated to indemnify Purchaser under this "Patent Indemnity" provision.

**10. Limitation of Liability.**

(a) In no event shall ABB, 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, and claims of customers of the Purchaser or other third parties for any damages. ABB's liability for any claim whether in contract, warranty, tort, negligence, 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, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case (except as provided in the section entitled "Patent Indemnity") exceed one-half (1/2) of the purchase price allocable to the Equipment or part thereof or Services which gives rise to the claim.

(b) All causes of action against ABB arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one year of the time of accrual thereof.

(c) In no event, regardless of cause, shall ABB 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/Services.

**11. Laws and Regulations.** ABB does not assume any responsibility for compliance with federal, state or local laws and regulations, except as expressly set forth herein, and compliance with any laws and regulations relating to the operation or use of the Equipment or Software is the sole responsibility of the Purchaser. All laws and regulations referenced herein shall be those in effect as of the Proposal date. In the event of any subsequent revisions or changes thereto, ABB assumes no responsibility for compliance therewith. If Purchaser desires a modification as a result of any such change or revision, it shall be treated as a change per Article 4. Nothing contained herein shall be construed as imposing responsibility or liability upon ABB for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment. This Agreement shall be governed by the laws of the State of New York, but excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and excluding New York law with respect to conflicts of law. Purchaser agrees that all causes of action against ABB under this Agreement shall be brought in the State Courts of the State of New York, or the U.S. District Court for the Southern District of New York. 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.

**12. OSHA.** ABB warrants that the Equipment will comply with the relevant standards of the Occupational Safety and Health Act of 1970 ("OSHA") and the regulations promulgated thereunder as of the date of the Proposal. Upon prompt written notice from the Purchaser of a breach of this warranty, ABB will replace the affected part or modify it so that it conforms to such standard or regulation. ABB's obligation shall be limited to such replacement or modification. In no event shall ABB be responsible for liability arising out of the violation of any OSHA standards relating to or caused by Purchaser's design, location, operation, or



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maintenance of the Equipment, its use in association with other equipment of Purchaser, or the alteration of the Equipment by any party other than ABB.

### 13. Software License.

(a) ABB owns all rights in or has the right to sublicense all of the Software, if any, to be delivered to Purchaser under this Agreement. As part of the sale made hereunder Purchaser hereby obtains a limited license to use the Software, subject to the following: (i) The Software may be used only in conjunction with equipment specified by ABB; (ii) The Software shall 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 terminate immediately when the specified equipment is no longer used by the Purchaser or when otherwise terminated, e.g. for breach, hereunder; and (v) the rights to use the Software are non-exclusive and non-transferable, except with ABB's prior written consent.

(b) Nothing in this Agreement shall be deemed to convey to Purchaser any title to or ownership in the Software or the intellectual property contained therein in whole or in part, 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 ABB the Software and all copies thereof and shall remove all machine readable Software from all of Purchaser's storage media.

14. Inventions and Information. Unless otherwise agreed in writing by ABB and Purchaser, all right, title and interest in any inventions, developments, improvements or modifications of or for Equipment and Services shall remain with ABB. Any design, manufacturing drawings or other information submitted to the Purchaser remains the exclusive property of ABB. Purchaser shall not, without ABB'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.

15. Force Majeure. ABB shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, 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 plus a reasonable time to resume production, and the price will be adjusted to compensate ABB for such delay.

16. Cancellation. Any order may be cancelled by Purchaser only upon prior written notice and payment of termination charges, including but not limited to, all costs identified to the order incurred prior to the effective date of notice of termination and all expenses incurred by ABB attributable to the termination, plus a fixed sum of ten (10) percent of the final total price to compensate for disruption in scheduling, planned production and other indirect costs.

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

### 18. Export Control.

(a) Purchaser represents and warrants that the Equipment and Services provided hereunder and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. Purchaser agrees not to disclose, use, export or re-export, directly or indirectly, any information provided by ABB or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such Regulations.

(b) If applicable, ABB shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Purchaser. Purchaser shall furnish such documentation within ABB a reasonable time after order acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by ABB. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled by ABB without liability for damages of any kind resulting from such cancellation. At ABB's request, Purchaser shall provide to ABB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB.

19. Assignment. Any assignment of this Agreement or of any rights or obligations under the Agreement without prior written consent of ABB shall be void.

20. Nuclear Insurance – Indemnity. For applications in nuclear projects, the Purchaser and/or its end user customer shall have complete insurance protection against liability and property damage resulting from a nuclear incident to and shall indemnify ABB, its subcontractors, suppliers and vendors against all claims resulting from a nuclear incident.





City of Monroe
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21. Resale. If Purchaser resells any of the Equipment, the sale terms shall limit ABB's liability to the buyer to the same extent that ABB's liability to Purchaser is limited hereunder.

22. Entire Agreement. This Agreement constitutes the entire agreement between ABB and Purchaser. There are no agreements, understandings, restrictions, warranties, or representations between ABB and Purchaser other than those set forth herein or herein provided.

**Cooper Power Systems**  
by **E.T.N**

Eaton's Cooper Power Systems Business  
Proposal Number BED3690075  
Revision 00

Date: March 25, 2016  
Proposal Valid Through: April 24, 2016

GRESKO UTILITY SUPPLY INC  
1135 RUMBLE ROAD  
FORSYTH, GA 31029-6350

End User: MONROE UTILITY  
Product(s): 3Ph-Pad  
Identifier: 1500 kva

Eaton's Cooper Power Systems Business is pleased to present our response to your request. The attached proposal is based on our interpretation of any specifications, drawings and/or other information provided to Eaton's Cooper Power Systems Business.

Revisions:

**Cooper Power Systems**by **E.T.N**Cooper Power Systems Proposal Number: BED3690075  
Revision 00Date: March 25, 2016  
Proposal Valid Through: April 24, 2016

## Proposal Details

Terms of Sale: FOB Plant - Freight Prepaid and Allowed

Payment Terms: Net 30 days from invoice date

Proposal Valid Through: April 24, 2016

Orders are accepted subject to Eaton's Cooper Power Systems Terms and Conditions of Sale that are included or have been provided previously to the buyer.

Proposal number and item number should be referenced on purchase order.

Quoted lead-times are based on current factory loading and are subject to change.

Lead-time: Shipment is based on receipt of all required order information at Cooper Power Systems. X and Y (where applicable) are defined in the Item Details for each line item on this proposal.

\*IF NO APPROVAL DRAWINGS ARE REQUIRED, lead-time is (X) weeks from receipt of complete order information.

\*IF APPROVAL DRAWINGS ARE REQUIRED, drawings will be sent (Y) weeks from receipt of complete order information. Scheduling into production will occur upon the receipt of approved drawings at Cooper Power Systems with a release to manufacture. The equipment will be scheduled at the lead-time in effect at the time of release to manufacture. (CAUTION: This timeline does NOT include time for customer review and approval of drawings.)

We now offer complete services for all your power distribution and automation needs. We have the industry's largest Electrical Power Equipment Manufacturer's Service Team, which provides 24 hour service. We provide start-up and commissioning; power system analysis including Arc Flash, Harmonics and other studies; preventive maintenance, testing and field trouble-shooting; multi-year service contracts; power system automation engineering, monitoring and training; aftermarket life extension solutions; as well as turnkey project capabilities. In addition to the services that we can provide for the equipment contained within this proposal, our Service Team is experienced on all manufacturers' electrical power distribution equipment, so please contact us about any electrical system problem. If you need immediate service, you can contact the Representative who provided this proposal.

The prices on this quote are valid per the Proposal Validity listed in the Proposal Details section of this proposal unless extended explicitly by Cooper Power Systems. Prices quoted are for shipment per lead-time shown on this Cooper Power Systems proposal. If there is a need to schedule the shipment later than the quoted lead-time, such as the use of the Approval drawing process, the price will be adjusted per the Commodity Price Index (CPI) in effect at the time of shipment. The CPI is available for your review on the Cooper Power Systems web site: [www.cooperpower.com/cpi](http://www.cooperpower.com/cpi)

If FOB destination is required there will be a 2% price adder per unit.

In the event Buyer cancels this agreement after award, the following will be charged as a percentage of the order price of each item cancelled: After award, before engineering has begun: 20%. After engineering has begun, before production firm schedule date: 50%. After production firm schedule date, before fabrication: 70%. After fabrication has begun: 100%

Only routine tests as defined per IEEE C57.12.00-2010, Table 18 shall be performed on all transformers. Additional design tests can be provided at additional cost. Short circuit testing shall not be performed.

**Cooper Power Systems**by **E.T.N**

Cooper Power Systems Proposal Number: BED3690075  
Revision 00

Date: March 25, 2016  
Proposal Valid Through: April 24, 2016

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All 3 phase padmount transformers will be designed and manufactured in accordance with the latest revision of IEEE Standards C57.12.34 and C57.12.28.

Lead times quoted are based on accurate and complete information from the customer. If additional information or clarifications are required, a delayed response from the customer may affect the ship date(s) of the unit(s). The manufacturer cannot be held accountable for such delays.

Cooper shall provide Mylar decals, with black characters on a clear background, for terminal designations in lieu of stenciling these on the frontplate with paint.

Cooper's standard limited warranty covers any defect which shall appear under proper and normal use of its equipment within one (1) year after date of shipment or within one (1) year after installation of the equipment, but not exceeding eighteen (18) months from date of shipment.



**Cooper Power Systems**by **E.T.N**Cooper Power Systems Proposal Number: BED3690075  
Revision 00Date: March 25, 2016  
Proposal Valid Through: April 24, 2016**Item Details**

Item Number: 00001

Customer RFQ Information: Specification: MEAG Distribution Three Phase Padmount; Dated:  
10/11/2012  
Email; Dated: 3/21/2016

Quantity	Unit Price	Extended Price
1	\$ 19,500.00 Each	\$ 19,500.00

Lead-time (Per Lead-time definition in Proposal Details):

Product Lead-time (X): 10-12 weeks ex-factory

Optional Approval Drawing Lead-time (Y): 4 weeks plus time for customer review.

Description:

kVA	1500 kVA 3 Phase Pad-Mounted Transformer
Temperature Rise	65 degree average winding rise
Cooling Class	ONAN
Insulating fluid	Mineral Oil
Efficiency Standard	DOE 2016
High Voltage	12470GY/7200 Volts, 95 kV BIL
kV Class	15 kV
High Voltage Configuration	Dead Front, Loop Feed
Taps	No Taps
High Voltage Bushings	200 amp Cooper bushing wells (Qty: 6)
Expulsion fuses	Bayonet fuses (Qty: 3)
Bayonet Holder	Copper Bayonet Fuse Holder (Qty: 3)
Low Voltage	480Y/277 Volts, 30 kV BIL
Low Voltage kV Class	1.2 kV
LV Bushing Arrangement	Staggered
Low Voltage Bushings	Integral aluminum 12-hole spade bushing(s) (Qty: 4)
Bushing Supports	Standard LV Bushing Support Assembly
Cabinet hardware	Penta-head cabinet door bolts
IEEE K-Dimension	Loop feed per IEEE C57.12.34-2009 Figure 11 minimum dimensions (without bails)
Coatings	Munsell Green (Munsell 7GY 3.29/1.5) topcoat
Corrosion-proof hardware	Corrosion-proof cover hardware
Notifications	Mr. Ouch Decal Assembly--English
Notifications	Non-PCB decal
Gauges & Fittings	Liquid level gauge
Gauges & Fittings	Drain valve (1") with sampler in LV compartment
Gauges & Fittings	Internal Fault Detector (IFD)
Tank accessories	IEEE standard two-hole ground pads (Qty: 3)
Tank accessories	Ground connectors/lugs (#8 solid - 2/0 stranded) (Qty: 2)
Packaging	Pallet
Cover	Bolted cover with handhole

**Cooper Power Systems**by **F.T.N**Cooper Power Systems Proposal Number: BED3690075  
Revision 00Date: March 25, 2016  
Proposal Valid Through: April 24, 2016

Item Number: 00001

PERFORMANCE DATA: No Load Losses @85 C Load Losses @85 C	**Losses are Guaranteed Average** 1449 Watts 9397 Watts
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# Cooper Power Systems

by **F.T.N**

Cooper Power Systems Proposal Number: BED3690075  
Revision 00

Date: March 25, 2016  
Proposal Valid Through: April 24, 2016

## Terms and Conditions

### 1. Applicable Terms and Conditions

(a) These terms and conditions of sale establish the rights, obligations, and remedies of Buyer and Seller that apply to any order issued by Buyer for the purchase of Seller's products and/or services ("Products"). No additional or different terms or conditions, whether contained in Buyer's purchase order form or in any other document or communication pertaining to Buyer's order, will be binding on Seller unless accepted in writing by an authorized representative of Seller. Seller expressly objects to and rejects any additional or different terms and conditions, which shall be ineffective.

(b) If Seller's order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions is found to be an acceptance of an offer, acceptance is expressly made conditional upon Buyer's assent solely to these terms and conditions, and acceptance of any part of Products delivered by Seller shall be deemed to constitute such assent by Buyer. If the order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions constitutes an offer, Buyer's acceptance of the offer is hereby limited to the terms of the offer.

### 2. Price, Payment Terms, and Title

(a) All prices represent those in effect at the time of quotation and are subject to change without notice. Unless prices are bid or quoted as "firm," Seller reserves the right to invoice at prices in effect at the date of shipment, regardless of any prior bid and whether notice was received by Buyer. Unless otherwise indicated, prices are stated in United States dollars and are exclusive of shipping, handling, shipping insurance, duties, and sales, use, excise or similar taxes. Export packaging or any other special handling requested by Buyer will be at Buyer's expense. A service charge of \$25 will be assessed for any order less than \$250. Seller requires a minimum \$100 emergency handling charge for all orders that require shipment the same day or next day.

(b) Buyer acknowledges that the pricing of the Products has been set based on the agreed allocation of risks contained in these terms and conditions. If, notwithstanding the provisions of these terms and conditions, a court of competent jurisdiction determines that Buyer's terms and conditions apply to an order, then Seller shall have the right to either (i) modify the prices (including retroactively) according to the additional level of risk and responsibility that Buyer's terms and conditions require Seller to undertake; or (ii) cancel the order any time after such a determination without liability for the termination other than for the Products already delivered on these terms and conditions.

(c) Unless different credit terms have been extended to Buyer in writing by Seller, payment terms are net 30 days after delivery or date of invoice, whichever first occurs, in the currency invoiced. Seller reserves the right to modify or withdraw credit terms at any time without notice. If Buyer fails to fulfill the terms of payment, Seller may defer further shipments to Buyer or, at its option, cancel the unshipped portions of Buyer's orders. Buyer agrees to pay interest on all past due invoices at the lesser of 18% per annum, compounded monthly, or the highest contractual rate allowable under the law.

(d) Until full payment of all obligations of the Buyer for an order, Seller reserves the title (but not the risk of loss) to all Products furnished under that order. If the Buyer defaults in payment or performance or becomes subject to insolvency, receivership or bankruptcy proceedings or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases or permits any lien or attachment on the Products, Seller may treat all amounts then or thereafter owing by Buyer to be immediately due and payable and Seller at its election may repossess Products for which Buyer has not paid in full. In the event of repossession of Products under this section or under the section entitled "Security Interest," Buyer agrees that Seller may enter the premises where the Products may be located and remove them without notice and without being liable to Buyer for such repossession. Buyer will not set off invoiced amounts or any portion thereof against sums that are due or may become due from Seller, its parents, affiliates, or subsidiaries. Buyer grants Seller a security interest in Products for which title has passed to Buyer, products in which Products are incorporated, and Products that Seller sells (including all Products acquired hereafter from Seller, and all accessions, substitutions, replacements, and additions, and any proceeds from sale or disposition of Products), as security for performance by Buyer of all of its payment obligations under these terms and conditions (including obligations regarding future advances). Buyer consents to Seller's execution of any documents to evidence and perfect this security interest, and agrees to execute the same if requested by Seller.

### 3. Delivery and Risk of Loss

(a) Unless otherwise agreed in writing, all deliveries of Products will be EXW (Incoterms 2000) Seller's facility. Products will be packed in Seller's standard commercial shipping packages. Charges for shipping may not reflect net transportation costs paid by Seller. Buyer shall reimburse Seller for all costs of storage and handling incurred by Seller after the date that Seller is prepared to make shipment.

(b) Delivery and shipping dates are approximate and represent Seller's best estimate of the time required to make delivery or shipment. Time is not of the essence with respect to the transactions covered by these terms and conditions, except with respect to Buyer's obligation to make all related payments. Seller's obligations under these terms and conditions will be dependent upon Seller's ability to obtain necessary raw materials and components. Seller shall have the right to make partial deliveries and to ship up to forty (40) days in advance of shipping date.

### 4. Acceptance

Acceptance shall occur, if not before, when Buyer fails to reject within ten (10) days after delivery of the Products. Buyer may rightfully reject only when a reasonable inspection shows that the Products fail to conform substantially to the specifications for the Products. Buyer waives any right to revoke acceptance. Buyer's remedies for any nonconformity detected after acceptance are limited to those expressly provided in these terms and conditions for breach of warranty.

### 5. Limited Warranty

(a) Seller warrants to each original Buyer of Products that Products are, at the time of delivery to the Buyer, in good working order and conform to Seller's official published specifications, provided that no warranty is made with respect to any Products, component parts, or accessories manufactured by others but supplied by Seller.

(b) Seller's obligation under this warranty for any Product proved not to be as warranted within the applicable warranty period is limited to, at its option, replacing the Product, refunding the purchase price of the Product, or using reasonable efforts to repair the Product during normal business hours at any authorized service facility of Seller. All costs of transportation of any Product claimed not to be as warranted and of any repaired or replacement Product to or from such service facility shall be borne by Buyer.

(c) Seller may require the return of any Product claimed not to be as warranted to one of its facilities as designated by Seller, transportation prepaid by Buyer, to establish a claim under this warranty. The cost of labor for removing a Product and for installing a repaired or replacement Product shall be borne by Buyer. Replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period of the Products in which they are installed to the same extent as if such parts were original components. Warranty services provided under these terms and conditions do not assure uninterrupted operations of Products; Seller shall not be liable for damages caused by any delays involving warranty service.

(d) The warranty period for Products is the shorter of twelve (12) months from the date of installation or eighteen (18) months from the date of shipment unless otherwise agreed by Seller in writing.

(e) EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, SELLER PROVIDES PRODUCTS AS-IS AND MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THEIR MERCHANTABILITY, THEIR QUALITY, THEIR NONINFRINGEMENT, OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR THE COST OF PROCUREMENT OR INSTALLATION OF SUBSTITUTE GOODS.

### 6. LIMITATION OF LIABILITY

IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, STATUTORY DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LIQUIDATED DAMAGES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO A PRODUCT SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE PRODUCT FROM WHICH THE CLAIM ARISES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER SELLER'S LIABILITY ARISES OR RESULTS FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE, MALICE, OR INTENTIONAL CONDUCT), STRICT LIABILITY, BY OPERATION OF LAW, OR OTHERWISE.



Cooper Power Systems Proposal Number: BED3690075  
Revision 00

Date: March 25, 2016  
Proposal Valid Through: April 24, 2016

**7. Cancellation and Return of Products**

Orders shall not be subject to cancellation or modification either in whole or in part without Seller's written consent and then only with terms that will reimburse Seller for all applicable costs incurred by virtue of the sale, including costs of purchased materials, engineering costs and a reasonable allowance for profit. Seller's written consent must be given in advance of Buyer's return of Products for credit. Seller reserves the right to cancel any sale of Products without liability to Buyer (except for refund of monies already paid), if the manufacture or sale of the goods is or becomes technically or economically impractical.

**8. Force Majeure**

Seller shall not be liable for any failure to perform or delay in performing its obligations resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer or those under Buyer's control, acts of government or other civil or military authorities, priorities, strikes, or other labor disputes, fires, accidents, floods, epidemics, war, riot, embargoes, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond Seller's reasonable control ("Force Majeure Event"). If Seller elects, the time for performance shall be extended by a period of time equal to the time lost because of any delays caused by reasons of a Force Majeure Event. Should Seller be prevented from completing Buyer's order or any part thereof because of any Force Majeure Event, then Buyer agrees promptly upon request and upon receipt of invoice therefor, to pay Seller for any Product or Products then completed.

**9. Work Product**

"Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, special tooling, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others that result from or relate to the Products. All Work Product shall at all times be and remain the sole and exclusive property of Seller. Buyer hereby agrees to irrevocably assign and transfer to Seller and does hereby assign and transfer to Seller all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. Buyer hereby waives any and all moral and other rights in any Work Product or any other intellectual property created, developed or acquired in respect of the Products. Seller will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that Seller deems appropriate. All tools and equipment supplied by Buyer to Seller shall remain the sole property of Seller.

**10. Confidentiality**

(a) Buyer may acquire knowledge of Seller Confidential Information (as defined below) in connection with Products and/or its performance hereunder and agrees to keep Seller Confidential Information in confidence during and following termination or expiration of this Agreement. "Seller Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including, without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product, and other material or information considered proprietary by Seller relating to the current or anticipated business or affairs of Seller that is disclosed directly or indirectly to Buyer. In addition, Seller Confidential Information means any third party's proprietary or confidential information disclosed to Buyer in the course of providing Products to Buyer.

(b) Buyer agrees not to copy, alter or directly or indirectly disclose any Seller Confidential Information. Additionally, Buyer agrees to limit its internal distribution of Seller Confidential Information to Buyer's employees who have a need to know, and to take steps to ensure that the dissemination is so limited. In no event will Buyer use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of Seller Confidential Information. Buyer may disclose Seller Confidential Information that is required to be disclosed pursuant to a requirement of a government agency or law but only after Buyer provides prompt notice to Seller of such requirement and gives Seller the opportunity to challenge or limit the scope of the disclosure.

(c) Buyer further agrees not to use Seller Confidential Information except in the course of performing hereunder and will not use such Seller Confidential Information for its own benefit or for the benefit of any third party. All Seller Confidential Information is and shall remain the property of Seller. Upon Seller's written request, Buyer shall return, transfer or assign to Seller all Seller Confidential Information, including all Work Product, and all copies containing Seller Confidential Information.

**11. Patent Indemnity**

In the event any Product is made in accordance with drawings, samples or manufacturing specifications designated by Buyer, Buyer agrees to indemnify, defend, and hold Seller harmless from any and all damages, costs and expenses (including attorney's fees) relating to any claim arising from or relating to the design, distribution, manufacture, marketing, sale, or use of the Product or arising from or relating to a claim that such Product furnished to Buyer by Seller, or the use thereof, infringes any claim of any patent, foreign or domestic, and Buyer agrees at its own expense to undertake the defense of any suit against Seller brought upon such claim or claims.

**12. Changes in Product Design or Manufacture**

Seller shall have the right to change, discontinue or modify the design and construction of any of its products and to substitute material equal to or superior to that originally specified.

**13. Software License**

Software, if included with a Product, is hereby licensed and not sold. The license is nonexclusive, and is limited to use with the Product with which it is included. No other use is permitted and Seller retains for itself (or, if applicable, its suppliers) all title and ownership to any software delivered hereunder, all of which contains confidential and proprietary information and which ownership includes without limitation all rights in patents, copyrights, trademarks and trade secrets. Buyer shall not attempt any sale, transfer, sublicense, reverse compilation or disassembly (save to the extent expressly permitted by law) or redistribution of the software. Buyer shall not copy, disclose or display any such software, or otherwise make it available to others.

**14. Compliance with Laws**

Buyer shall comply with all laws and regulations applicable to Products, including but not limited to all applicable import and export laws and regulations. Buyer and Buyer's Agent shall provide all information requested by Seller relating to Seller's voluntary or mandatory compliance with any law or regulation, and Buyer shall indemnify Seller for any losses incurred by Seller arising from Buyer's or Buyer's Agent's failure to provide the information requested by Seller.

**15. Waiver**

No waiver of any provision of these terms and conditions (or any right or default hereunder) shall be effective unless in writing and signed by an authorized representative Seller. Any such waiver shall be effective only for the instance given, and shall not operate as a waiver with respect to any other rights or obligations under these terms and conditions or applicable law in connection with any other instances or circumstances.

**16. Language**

The parties have expressly required that these terms and conditions be prepared in the English language. Les parties aux présentes ont expressément exigé que les présents termes et les bons de commandes émis aux termes des présentes soient rédigés en langue Anglaise.

**17. Choice of Law and Dispute Resolution**

Except as set forth below, these terms and conditions shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its choice of law rules. If both Seller and Buyer are incorporated under the laws of Canada or a province of Canada, these terms and conditions shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada. If Buyer is incorporated in the United States, any claim or litigation arising out of or relating to Products shall be brought exclusively in a court of competent jurisdiction in Harris County, Texas. If Buyer is incorporated outside of the United States, any dispute will be resolved by arbitration in Houston, Texas, by three arbitrators and under the International Chamber of Commerce Rules of Arbitration. The language of the arbitration will be English. In all cases, Buyer and Seller expressly exclude from application the United Nations Convention on Contracts for the International Sale of Goods.

**18. Assignment**

Buyer may not assign, transfer or subcontract the performance of its services, or any of its rights and/or obligations hereunder, without Seller's prior written consent.

**19. Severability**

If any provision of these terms and conditions is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions of these terms and conditions will not be affected and, in lieu of such illegal, invalid, or unenforceable provision, there will be added, as part of these terms and conditions, one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law.

CPS 121010

## Quotation



STUART C IRBY BR743 KENNESAW  
 1025-A COBB INTERNATIONAL PLACE  
 SUITE A  
 KENNESAW GA 30152  
 770-422-1005 Fax 770-427-8455

QUOTE DATE	ORDER NUMBER
03/14/16	S009485397
REMIT TO:	PAGE NO.
STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384	1

SOLD TO:  
 CITY OF MONROE  
 ATTN: ACCOUNTS PAYABLE  
 PO BOX 1249  
 MONROE, GA 30655-1249

SHIP TO:  
 CITY OF MONROE, UTILITIES DEPT.  
 420 NORTH BROAD STREET  
 MONROE, GA 30655  
 770-266-5406

ORDERED BY: CHAD GRAVETTE

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB/RELEASE NUMBER	OUTSIDE SALESPERSON		
129353			Michael K Cadenhead		
INSIDE SALESPERSON	REQD DATE	FRGHT ALLWD	SHIP VIA		
Todd E Horto	03/14/16	Yes			
ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prc/UOM	Ext Amt
1EA		1	***** Shipping Instructions ***** * DELIVERY=12-13WEEKS * -----* ***** *GE HG44G70A2 1500KVA 3-PH PADMOUN TRANSFMR 12470GRDY/7200 TO 480Y/277 VOLTS LOOP FEED, DEAD FRONT, BUSHING WELLS ONLY, 10-HOLE SUPORTED BLADE, NO TAPS, ANSI PART II ----- NL=1503 LL=10126 -----	16980.000EA	16980.00

\* This is a quotation \*

Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing.

For Terms and Conditions, Please See our website.

Subtotal	16980.00
S&H CHGS	0.00
Sales Tax	0.00

TOTAL Item # 16980.00

\*\* Reprint \*\* Reprint \*\* Reprint \*\*

**Cooper Power Systems**by **F.T.N**Cooper Power Systems Proposal Number: BED3690078  
Revision 00Date: March 25, 2016  
Proposal Valid Through: April 24, 2016**Item Details**

Item Number: 00001

Customer RFQ Information: Specification: MEAG Distribution Three Phase Padmount; Dated:  
10/11/2012

Email; Dated: 3/21/2016

Quantity	Unit Price
1	\$19,000.00/EA

Lead-time (Per Lead-time definition in Proposal Details):

Product Lead-time (X): 10-12 weeks ex-factory

Optional Approval Drawing Lead-time (Y): 4 weeks plus time for customer review.

## Description:

kVA	1500 kVA 3 Phase Pad-Mounted Transformer
Temperature Rise	65 degree average winding rise
Cooling Class	ONAN
Insulating fluid	Mineral Oil
Efficiency Standard	DOE 2016
High Voltage	12470GY/7200 Volts, 95 kV BIL
kV Class	15 kV
High Voltage Configuration	Dead Front, Loop Feed
Taps	No Taps
High Voltage Bushings	200 amp Cooper bushing wells (Qty: 6)
Expulsion fuses	Bayonet fuses (Qty: 3)
Bayonet Holder	Copper Bayonet Fuse Holder (Qty: 3)
Low Voltage	480Y/277 Volts, 30 kV BIL
Low Voltage kV Class	1.2 kV
LV Bushing Arrangement	Staggered
Low Voltage Bushings	Integral aluminum 12-hole spade bushing(s) (Qty: 4)
Bushing Supports	Standard LV Bushing Support Assembly
Cabinet hardware	Penta-head cabinet door bolts
IEEE K-Dimension	Loop feed per IEEE C57.12.34-2009 Figure 11 minimum dimensions (without bails)
Coatings	Munsell Green (Munsell 7GY 3.29/1.5) topcoat
Corrosion-proof hardware	Corrosion-proof cover hardware
Notifications	Mr. Ouch Decal Assembly--English
Notifications	Non-PCB decal
Gauges & Fittings	Liquid level gauge
Gauges & Fittings	Drain valve (1") with sampler in LV compartment
Gauges & Fittings	Internal Fault Detector (IFD)
Tank accessories	IEEE standard two-hole ground pads (Qty: 3)
Tank accessories	Ground connectors/lugs (#8 solid - 2/0 stranded) (Qty: 2)
Packaging	Pallet
Cover	Bolted cover with handhole

Thank you,  
Laura Marshall  
WESCO  
Item # 1

# Cooper Power Systems

by **E.T.N**

Cooper Power Systems Proposal Number: BED3690078  
Revision 00

Date: March 25, 2016  
Proposal Valid Through: April 24, 2016

Item Number: 00001

PERFORMANCE DATA: No Load Losses @85 C Load Losses @85 C	<b>**Losses are Guaranteed Average**</b> 1449 Watts 9397 Watts
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**Cooper Power Systems**by **E.T.N**Cooper Power Systems Proposal Number: BED3690078  
Revision 00Date: March 25, 2016  
Proposal Valid Through: April 24, 2016**Proposal Details**

Terms of Sale: FOB Plant - Freight Prepaid and Allowed

Payment Terms: Within 45 Days Due Net

Proposal Valid Through: April 24, 2016

Orders are accepted subject to Eaton's Cooper Power Systems Terms and Conditions of Sale that are included or have been provided previously to the buyer.

Proposal number and item number should be referenced on purchase order.

Quoted lead-times are based on current factory loading and are subject to change.

Lead-time: Shipment is based on receipt of all required order information at Cooper Power Systems. X and Y (where applicable) are defined in the Item Details for each line item on this proposal.

\*IF NO APPROVAL DRAWINGS ARE REQUIRED, lead-time is (X) weeks from receipt of complete order information.

\*IF APPROVAL DRAWINGS ARE REQUIRED, drawings will be sent (Y) weeks from receipt of complete order information. Scheduling into production will occur upon the receipt of approved drawings at Cooper Power Systems with a release to manufacture. The equipment will be scheduled at the lead-time in effect at the time of release to manufacture. (CAUTION: This timeline does NOT include time for customer review and approval of drawings.)

We now offer complete services for all your power distribution and automation needs. We have the industry's largest Electrical Power Equipment Manufacturer's Service Team, which provides 24 hour service. We provide start-up and commissioning; power system analysis including Arc Flash, Harmonics and other studies; preventive maintenance, testing and field trouble-shooting; multi-year service contracts; power system automation engineering, monitoring and training; aftermarket life extension solutions; as well as turnkey project capabilities. In addition to the services that we can provide for the equipment contained within this proposal, our Service Team is experienced on all manufacturers' electrical power distribution equipment, so please contact us about any electrical system problem. If you need immediate service, you can contact the Representative who provided this proposal.

The prices on this quote are valid per the Proposal Validity listed in the Proposal Details section of this proposal unless extended explicitly by Cooper Power Systems. Prices quoted are for shipment per lead-time shown on this Cooper Power Systems proposal. If there is a need to schedule the shipment later than the quoted lead-time, such as the use of the Approval drawing process, the price will be adjusted per the Commodity Price Index (CPI) in effect at the time of shipment. The CPI is available for your review on the Cooper Power Systems web site: [www.cooperpower.com/cpi](http://www.cooperpower.com/cpi)

If FOB destination is required there will be a 2% price adder per unit.

In the event Buyer cancels this agreement after award, the following will be charged as a percentage of the order price of each item cancelled: After award, before engineering has begun: 20%. After engineering has begun, before production firm schedule date: 50%. After production firm schedule date, before fabrication: 70%. After fabrication has begun: 100%

Only routine tests as defined per IEEE C57.12.00-2010, Table 18 shall be performed on all transformers. Additional design tests can be provided at additional cost. Short circuit testing shall not be performed.



**Cooper Power Systems**by **F:T•N**

Cooper Power Systems Proposal Number: BED3690078  
Revision 00

Date: March 25, 2016  
Proposal Valid Through: April 24, 2016

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All 3 phase padmount transformers will be designed and manufactured in accordance with the latest revision of IEEE Standards C57.12.34 and C57.12.28.

Lead times quoted are based on accurate and complete information from the customer. If additional information or clarifications are required, a delayed response from the customer may affect the ship date(s) of the unit(s). The manufacturer cannot be held accountable for such delays.

Cooper shall provide Mylar decals, with black characters on a clear background, for terminal designations in lieu of stenciling these on the frontplate with paint.

Cooper's standard limited warranty covers any defect which shall appear under proper and normal use of its equipment within one (1) year after date of shipment or within one (1) year after installation of the equipment, but not exceeding eighteen (18) months from date of shipment.