

FOR BOARD ACTION

Agenda Item # 4

Meeting Date:

11/27/12

SUBJECT: Consideration of Bids, Northern Hills Substation 161kV Disconnect Switches

PREPARED BY: Neil Stiller, Sr. Electrical Engineer

ITEM DESCRIPTION

Bids were opened on October 16, 2012 for ten sets of 161kV Disconnect Switches. This equipment will be used at the Northern Hills Substation as part of the CapX project. Delivery of this equipment is scheduled for March 2013.

Bids from four companies were received. One bidder (Alstom Grid) failed to provide a bid bond with their bid, leading to their disqualification. Technical evaluation of the remaining bids was performed by Ulteig Engineers Inc. and staff.

The low bidder, Hubbell Power Systems Inc., proposed acceptable equipment, delivery schedules and terms. RPU has purchased equipment from this company in the last 10 years with satisfactory performance and customer support.

The Hubbell Power Systems bid is less than the engineer's estimate.

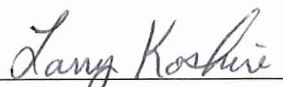
Bid information is summarized on the attached page.

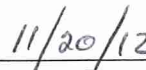
FOR CAPITAL PURCHASES/BIDS/MAJOR PROJECTS:

The equipment is part of a budgeted project for 2013. The cost of the equipment is within the allocated funds. The equipment was estimated at \$15,000 each, \$150,000 total for ten units.

UTILITY BOARD ACTION REQUESTED:

Staff recommends that the Utility Board reject the bid from Alstom Grid for failure to provide a bid bond. Staff requests the Utility Board to approve a purchase order agreement with Hubbell Power Systems Inc., in the amount of \$117,710.


General Manager


Date



Rochester Public Utilities – 161kV Disconnect Switches
RFQ 2012-20
10/16/2012

	Hubbell Power Systems			Wesco (Pascor Atlantic)			Southern States	
Exact Specifications w/o Exception		Y		not completed			Y	
Pricing good 90 days		Y		N (15 days)			Y	
Bidder Qualification		Y		Y (incomplete)			Y	
Acknowledgement of Corporation		Y		Y (incomplete)			Y (missing corporate agent form)	
Bid Bond		Y (not original)		Y			Y	
Supplied Milestone Schedule		Y		Y			Y	
Issue of Approval Drawings		4-6 wks ARO		20-22			8-10 wks	
Delivery		6 wks after receipt of production request		not completed			5-Mar-13	
Exceptions Noted		Y		Y			Y	
	Qty	Per Unit	Extended	Per Unit	Extended	Per Unit	Extended	
Base Bid								
Low Configuration	8	\$ 11,771.00	\$ 94,168.00	\$ 14,599.00	\$ 116,792.00	\$ 11,995.00	\$ 95,960.00	
High Configuration	2	\$ 11,771.00	\$ 23,542.00	\$ 14,599.00	\$ 29,198.00	\$ 11,995.00	\$ 23,990.00	
TOTAL BASE BID			\$ 117,710.00		\$ 145,990.00		\$ 119,950.00	
Spare Parts								
Hinge Assembly	0		\$ -		\$ -	\$ 1,395.00	\$ -	
Jaw Assembly	0		\$ -		\$ -	\$ 795.00	\$ -	
Complete Hot Parts Assembly	0	\$ 1,873.00	\$ -		\$ -		\$ -	
Worm Gear Operator	0	\$ 600.00	\$ -	\$ 1,605.00	\$ -	\$ 1,195.00	\$ -	
Notes:								2000 amp switch @ 30 degree rise as quoted is a 3000 amp switch.
EVALUATED TOTAL			\$ 117,710.00		\$ 145,990.00		\$ 119,950.00	



Chris Ernst
Project Coordinator
Customer Service

Hubbell Power Systems, Inc.
210 N Allen St
Centralia, MO 65240

October 15, 2012

Dear Evaluation Team,

Hubbell Power Systems (HPS) is pleased to offer the enclosed proposal for the Rochester Public Utilities Northern Hills Substation -- 161kV Disconnect Switch request.

Enclosed you will find:

- Bid Bond -- Originals available upon request
- Authorization of Corporate Agent
- Qualification Statement
- Certificate of Insurance
- Bid Form, along with HPS's quotation document 30826333
- Sample record drawing pack for a similar project

Please note that Hubbell Power Systems takes exceptions to the following Terms and Conditions of Sale as noted in RPU's Bid Document:

6.5. PAYMENT MILESTONE SCHEDULE

- a. Ninety percent (90%) of Contract price within thirty (30) days after receipt of invoice for equipment delivered, assembled, tested, and accepted in good condition.
- b. Balance of Contract price (10%) within thirty (30) days after successfully energizing the equipment. ~~Normally this will not to exceed six (6) months after delivery.~~
- c. ~~For the contingency that the equipment cannot be energized due to construction delays but must be stored for a period up to six (6) months following delivery, the City reserves the right to withhold the ten percent (10%) balance for a period of up to one (1) year following delivery. However, the City will pay interest at the annual rate of six percent (6%) on the unpaid balance. The interest computation will begin after expiration of the first six (6) month's period and will accrue for only the days the balance is outstanding. Milestone payment schedule includes 5% retention.~~

The specification also states numerously that this is to be submitted FOB Jobsite. We instead offer the following regarding the point at which title passes from HPS to the Buyer:

Unless expressly provided for otherwise in the Purchase Order, title to, ownership of, and right to possession of materials sold by Hubbell Power Systems (HPS) will pass to the Buyer upon HPS' delivery of Materials to a carrier responsible for delivering the Materials to the Buyer, in accordance with the Purchase Order. Notwithstanding the foregoing, HPS will assume all risk of loss and damage to the Materials until the Materials are physically received by the Buyer. The Buyer will notate all exceptions on the carrier's delivery receipt and notify HPS of any loss or damage claims within five (5) business days of the Buyer receipt of shipment. HPS shall promptly return and replace, at its expense, any loss or damaged Materials

Additionally, as clarification and to avoid any confusion, the technical specifications for the switches proposed were modified to accommodate the temperature rise. Hubbell Power Systems follows a maximum 53 degree temperature rise for all switches; we've created a quotation at a higher amperage (2000A) rating to meet the 30 degree temperature rise as noted in the technical specification. The record drawing submission enclosed is of a very similar job with the same requirement and exception.

Please contact me directly with any questions or clarifications.

AUTHORIZATION OF CORPORATE AGENT
Form 004544-02

Hubbell Power Systems does hereby authorize Janey Youse
Name of Corporation *Name of Person(s)*

To act as an agent of Hubbell Power Systems to contracts entered into the
Name of Corporation

City of Rochester. The purpose of this authorization is to allow officials of the City of Rochester to
accept Janey Youse's signature as an official act of
Name of Person(s)

Hubbell Power Systems. This authorization is effective 10/10/2012
Name of Corporation *Date*

And remains effective until such time as it is revoked by Hubbell Power Systems
Name of Corporation

VP, Sales. No revocation of this authorization shall be effective until such time as it is filled
with the city Clerk of the City of Rochester.



Vice President, Sales

Hubbell Power Systems
Name of Corporation

STATE OF Missouri }

COUNTY OF Boone }

On this date appeared before me Ken Carlson personally known
VP, Sales

to me to be the Vice President, Sales of Hubbell Power Systems
Name of Corporation

to execute the above authorization of Corporate Agent for purposes of executing contracts with the City
of Rochester.

NOTARIAL SEAL




Notary Public
My Commission Expires: 4/24/2015

BIDDER'S QUALIFICATION STATEMENT - EQUIPMENT
Form 001150

Rochester Public Utility Board
City of Rochester
Rochester, MN 55906-2813

Board Members:

We, the undersigned, do hereby certify as required by the specifications that:

- we maintain a permanent place of business;
- we have experience in designing and constructing the equipment specified.
- we will continue to maintain a service organization with competent factory-trained personnel for warranty or per diem service or repair work on the equipment to be furnished under the Purchase Order or Contract;
- we have the financial resources to properly execute the Contract.

As evidence of our qualifications, we submit the following evidence of qualifications as required by the specifications.

1. List of 100 units delivered to North American customers of similarly sized and rated equipment in the past 5 years under present management. List includes customer company name; equipment description and rating; year of manufacture.
2. Address and contact information of the manufacturer's service organization.
3. Surety Information as follows:

Bidder's Surety Company: Marsh USA Inc Surety Department

Bidder's bonding capacity: \$5 million single / \$20 million aggregate

Current value of work bonded: \$5 million

Surety Company contact name: Vicki Parkerson

Telephone number: 660-723-5645

Company Name: Hubbell Power Systems

Authorized Agent:

Janey Youse
Name (printed or typed)

Customer Service Supervisor
Title (printed or typed)

Janey Youse
Signature

10/15/2012
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/03/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. 20 CHURCH STREET, 8TH FLOOR HARTFORD, CT 06103 Attn: Hartford.Certrequest@marsh.com 33000 -ALL-GAWX-12-13	CONTACT NAME: _____ PHONE (A/G, No, Ext): _____ FAX (A/G, No): _____ E-MAIL ADDRESS: _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Liberty Mutual Insurance Company</td> <td>23043</td> </tr> <tr> <td>INSURER B : Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER C : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Liberty Mutual Insurance Company	23043	INSURER B : Liberty Insurance Corporation	42404	INSURER C : N/A	N/A	INSURER D :		INSURER E :		INSURER F :
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** NYC-006385292-13 **REVISION NUMBER:** 9

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			TB2-611-004212-292	10/01/2012	10/01/2013	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 5,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 8,000,000
							PRODUCTS - COMP/OP AGG	\$ 8,000,000
								\$
A	AUTOMOBILE LIABILITY			AS2-611-004212-252	10/01/2012	10/01/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							\$	
	UMBRELLA LIAB		<input type="checkbox"/> OCCUR				EACH OCCURRENCE	\$
	EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$
	DED		RETENTION \$				\$	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WA7-61D-004212-212 (AOS)	10/01/2012	10/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)		<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	WC7-611-004212-352 (OR, WI)	10/01/2012	10/01/2013	E.L. EACH ACCIDENT	\$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

EVIDENCE OF INSURANCE

CERTIFICATE HOLDER **CANCELLATION**

HUBBELL INCORPORATED AND ITS SUBSIDIARIES 40 WATERVIEW DRIVE P.O. BOX 1000 SHELTON, CT 06484-1000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. James T. Haggerty <i>James T. Haggerty</i>
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AGENCY CUSTOMER ID: 33000

LOC #: Hartford



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, INC.		NAMED INSURED HUBBELL INCORPORATED AND ITS SUBSIDIARIES 40 WATERVIEW DRIVE P.O. BOX 1000 SHELTON, CT 06484-1000	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

HUBBELL INCORPORATED
 US SUBSIDIARY LIST

- ARROW CONSOLIDATED CORPORATION
- BURNDY AMERICAS INC
- BURNDY, LLC
- BURNDY TECHNOLOGY LLC
- CABLEFORM INCORPORATED
- CDR SYSTEMS CORP.
- COLUMBIA LIGHTING PROPERTIES, INC.
- ECO PLUS, LLC
- FARGO MFG. COMPANY, INC
- GAI-TRONICS CORPORATION
- GLEASON REEL CORP.
- HARVEY HUBBELL INCORPORATED
- HIPOTRONICS, INC.
- HUBS, INC.
- HUBBELL BUILDING AUTOMATION, INC.
- HUBBELL DISTRIBUTION, INC.
- HUBBELL ENTERTAINMENT, INC.
- HUBBELL FINANCE, LLC
- HUBBELL INCORPORATED (DELAWARE)
- HUBBELL INDUSTRIAL CONTROLS, INC.
- HUBBELL INTERNATIONAL, LLC
- HUBBELL LENOIR CITY, INC.
- HUBBELL LIGHTING, INC.
- HUBBELL PLASTICS, INC.
- HUBBELL POWER SYSTEMS, INC.
- HUBBELL SWITCH HOLDING Co., INC.
- KURT VERSEN, INC.
- KV HOLDING Co., INC.
- LIGHTING CORPORATION OF AMERICA
- NEWCO CONDENSER, INC
- PCORE ELECTRIC COMPANY, INC
- PROGRESS LIGHTING, INC.
- PROGRESS LIGHTING PROPERTIES, INC.
- PROGRESSIVE LIGHTING, INC. - NORTH CAROLINA
- PROGRESSIVE LIGHTING, INC. - SOUTH CAROLINA
- PULSE COMMUNICATIONS, INC.
- STATE STREET CORP.
- VERSEN HOLDINGS, INC.
- WEPAWAUG DEVELOPMENT, LLC

**BID FORM
004243**

BID DUE DATE: October 16, 2012, 1:00 PM Central Time

PROJECT: City of Rochester, Rochester Public Utilities
Northern Hills Substation, 161kV Disconnect Switches

FROM: HUBBELL POWER SYSTEMS

ATTENTION: Bob Ledebuhr, C.P.M., Materials Manager

The undersigned agrees, if this bid is accepted, to enter into a contract for the work described in this request for bid and any subsequent formal written changes, exclusive of any qualifications attached hereto, for the following firm lump sum price for the work, including freight F.O.B. jobsite, insurance, overhead, profit, taxes, etc.:

Pricing reflects addendums ____ through ____.

Item No.	Description	Base Bid Amount	Alternate Bid Amount
1	Total firm lump sum bid for supply of 161kV disconnect switches, Low configuration: 15'-10" bus. (Qty. 8)	\$ 11,171 each \$ 94,168 extended	\$ each \$ extended
2	Total firm lump sum bid for supply of 161kV disconnect switches, High configuration: 24'-10" Bus. (Qty. 2)	\$ 11,771 each \$ 23,542 extended	\$ each \$ extended

If Alternate Bids are allowed, a detailed explanation of any Alternate Bid must attach to the quote which includes, but shall not be limited to, all supporting technical information, drawings, technical data, milestones, schedule, etc. sufficient to allow City to adequately evaluate any Alternate Bid. City reserves the right to accept either the Base Bid price or Alternate Bid.

Spare Parts

The City may, at their sole discretion, add or deduct scope of work at the unit prices listed below. All prices shall include material per specification. Any changes in price of Contract will require a change order before the changed work can be performed, in accordance with the Contract Documents.

Item No.	Description	Amount
1	Price per Hinge Assembly, broken down by item, complete with bearings.	\$
2	Price per Jaw Assembly, broken down by item, complete	\$
3	Price per Worm Gear Operator, broken down by item, complete	\$

EXCEPTIONS AND ENCLOSURES

The Bidder shall state below whether they will comply with all the requirements of the RFB Package including the Purchase Order. Any and all exceptions shall be itemized below. Each exception shall be referenced to its specific section of the RFB Packages. Except for the items in this listing, material, equipment, and construction shall be exactly as specified.

Section

Exception

List hereunder all enclosures accompanying the Bid which are not attached to other sections:

MILESTONE DATES

The Bidder shall commit to milestones by providing 'Seller Committed Dates.' Key milestone dates for the work are as follows:

<u>Milestone Schedule</u>	<u>City Scheduled Date</u>	<u>Seller Committed Date</u>
RFB Due	October 16, 2012	N/A
Signed Purchase Order Available / Required to Meet Delivery Date	October 31, 2012	
Issue of Approval Drawings	3 - 4 weeks ARO	4-6 weeks ARO
Deliver	March 5, 2013	6 weeks after

receipt of production request

REQUIREMENTS SUMMARY

	Yes	No
Bid is, without exception, in exact accordance with the specifications, drawings, terms, conditions and requirement of this RFB? (If no, attach separate page with clarifications.)	✓	
Pricing will remain valid for acceptance for 90 days and is not subject to escalation.	✓	
Bidder has completed and submitted the Bidder Qualification statement with the required proof of qualifications.	✓	
Bidder has completed and submitted the Acknowledgement of Corporation Form?	✓	
Bidder has submitted a Bid Bond. Bidder is capable of providing Performance and Payment Bonds as required?	✓	
Bidder accepts or has supplied a milestone schedule?	✓	

This bid will be evaluated as described in the Instruction to Bidders document.

The undersigned agrees, if this bid or Alternate Bid is accepted, to enter into contract for the work described in this Request for Bid and any subsequent formal written changes, exclusive of any qualifications attached hereto.

Submitted by:

Jamey Gause / Customer Service
Signature/Title Supervisor

Hubbell Power Systems
Company

210 N Allen St
Address

Centralia MO 65240
City/State/Zip

10/15/2012
Date

573-682-8813
Phone

573-682-8812
Fax

jgause@hubbell.com
Email



POWER SYSTEMS, INC.

PROJECT/JOB INFO:	
Name:	HVSS NORTHERN HILLS SUB
QUOTED TO: 251927	
ROCHESTER PUBLIC UTILITIES	
210 N ALLEN ST	
CENTRALIA MO 65240	
USA	

TERRITORY INFO:	
Sales Group:	House Accounts
Agency/Rep:	TIM KOSIR

QUOTATION INFO:	
Quotation Date:	09/05/2012
Effective Date:	09/05/2012
Expiration Date:	12/15/2012
Quote Type:	Project Quote 1 Cust
Currency:	USD
Hubb Cont:	Christopher M Ernst
SHIPPING INFO:	
Gross Weight:	0.000 LB
Delivery Terms:	Shipping and Handling

Payment Terms
 Payment In Advance

Notes:

Note: In accordance with our corporate policy, we take exception to the requirement for liquidated damages in section 6.1.1 in the instructions to bidders form 002113-02
 NOTE: Live parts quoted for BID FORM 004243 and Section 337530-01 paragraph 1.4 for spare parts (hinge and jaw assembly).
 Note: Hubbell Power Systems Substation Switching (USCO) does not publish a spare parts list with prices. Spare parts are not required with USCO switches.
 Note: In accordance with our corporate policy, we take exception to section 6.1.1 and the requirement for liquidated damages

- > > Shipment quoted is based upon receipt of complete order and detailed structure information at the time of order entry and timely return of drawings submitted for approval.
 - > > Shipment allows 2 wks for the review and return or drawings submitted for approvals which will be sent to the customer 6 weeks after receipt of order and structure drawings. For orders which are requested to ship beyond standard lead time initial approval drawings may exceed the 6 week leadtime.
 - > > Any delay in the receipt of the structure or final approval drawings could result longer leadtimes and adjustments to the original promised ship date.
- *****
 FREIGHT TERMS: F.O.B. ORIGIN CONTINENTAL USA
 * MINIMUM ORDER CHARGE: \$750, EXCEPT \$100 FOR TOOLS AND PARTS
 * FREIGHT ALLOWED ON ALL ORDER / RELEASES \$20,000 OR GREATER
 * FOR ORDERS OR RELEASES LESS THAN \$20,000, ADD 5% TO COVER FREIGHT
 CUSTOMER EXPEDITED SHIPMENTS BILLED AT ACTUAL FREIGHT COST PLUS \$50.00 HANDLING FEE

SPECIAL NOTES:

-QUOTED PRICES AND APPLICABLE QUOTATION NUMBERS MUST BE REFERENCED ON YOUR PURCHASE ORDER TO INSURE PROPER PRICES ARE INVOICED
 - Prices quoted are based on information furnished at the time of quotation. Changes and/or additional requirements may require



POWER SYSTEMS, INC.

adjustment in pricing.

-AVAILABILITY OF ITEMS SHOWN AS IN STOCK IS SUBJECT TO PRIOR SALE.

-LEAD TIMES SHOWN ARE CURRENT ESTIMATES AS OF THE ISSUE DATE OF THIS QUOTATION. LEAD TIMES MAY FLUCTUATE THROUGHOUT THE VALIDITY OF THE QUOTE. QUESTIONS REGARDING LEAD TIMES CAN BE ADDRESSED BY HPS CUSTOMER SERVICE.

- Leadtimes are subject to change based on production schedules.

-CONFIRMING THE SUITABILITY OF ALL PRODUCTS IS THE ULTIMATE RESPONSIBILITY OF THE BUYER.

PRICES ARE VALID FOR THE QUANTITIES QUOTED. USAGE EXCEEDING THESE QUANTITIES WILL BE SUBJECT TO PRICE REVISIONS.

Warranty: USCO type AGCH5, AGCH5V, AVR, ASB, AVR V and ATR will carry a (10) ten year warranty.

Note: Station Post Insulators of the highest quality which conform to standard TR ratings will be paired with your switch. Specific brands available upon request.

Item Type	Brand	Qty	Catalog Number/Quote Group	Description	Additional Information	Weight Dimensions Pkg Qty	Price	Net UM	Price	Value
40	USCO	8.000	EA	AVR	AVR-17030-SIP5291AHWG	1.000	11,771.00	EA	11,771.00	94,168.00
Standard Material : N Ord Notes: NOTE: 3000 amp quoted per 30 degrees Celcius temperature rise. Switch will be nameplated as a 2000 amp Lead Time: 13 WEEKS / Quantity available on 10/15/2012: 0 Voltage Class: 170 kV Continuous Current Class: 3000A Insulator Shipping: Ship in place Insulator TR: TR-291 5" BC Standard Strength BIL: 750 kV BIL Interrupting Device: Arcing Horns Control Mechanism: With Control Mechanism Operator: Worm Gear Insulator Bolt Circle: 5" BC										

50	USCO	2.000	EA	AVR	AVR-17030-SIP5291AHWG	1.000	11,771.00	EA	11,771.00	23,542.00
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Standard Material : N

Ord Notes:

NOTE: 3000 amp quoted per 30 degrees Celcius temperature rise. Switch will be nameplated as a 2000 amp
Lead Time: 13 WEEKS / Quantity available on 10/15/2012: 0



POWER SYSTEMS, INC.

QUOTATION
DUPLICATE

30826333
Page 3 of 3

Item Type	Brand	Qty	Catalog Number/Quote Group	Description	Additional Information	Weight Dimensions	Pkg Qty	Price	Net UM	Price	Value
					Voltage Class: 170 kV Continuous Current Class: 3000A Insulator Shipping: Ship in place Insulator TR: TR-291 5" BC Standard Strength BIL: 750 kV BIL Interrupting Device: Arcing Horns Control Mechanism: With Control Mechanism Operator: Worm Gear Insulator Bolt Circle: 5" BC						
										Merchandise Total	117,710.00
										Sales Tax	0.00
										Total	117,710.00

Subject to HPS published terms and conditions which can be found at <http://www.hubbellpowersystems.com/resources/terms/>

BID BOND**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183****CONTRACTOR:***(Name, legal status and address)*Hubbell Power Systems
210 N. Allen St, Centralia, MO 65240**SURETY:***(Name, legal status and principal place of business)*Travelers Casualty and Surety Company of America
Construction Services
One Tower Square, Hartford, CT 06183**OWNER:***(Name, legal status and address)*Rochester Public Utilities
4000 E River Rd NE, Rochester, MN 55906**BOND AMOUNT:** Five Percent of Amount Bid (5%)**PROJECT:***(Name, location or address, and Project number, if any)*

Northern Hills Sub - 161kv switches

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

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

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

Signed and sealed this 16th day of October, 2012

Erin A. Dunne
(Witness)

Cindy Chasse
(Witness)

Hubbell Power Systems

(Principal) (Seal)

Megan C. Preneta
(Title) Megan C. Preneta, VP and Secretary

Travelers Casualty and Surety Company of America

(Surety) (Seal)

Victoria P. Parkerson
(Title) Victoria P. Parkerson, Attorney-In-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224824

Certificate No. 005194712

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John B. O'Keefe, Victoria P. Parkerson, Cynthia L. Chasse, Christopher R. Kelly, and Joanne Czapinski

of the City of Hartford, State of Connecticut, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 17th day of September, 2012

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 17th day of September, 2012, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

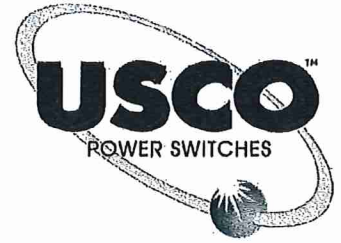
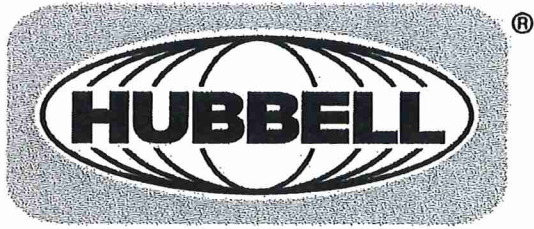
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of October, 20 12


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



USCO Power Equipment Corporation References

ONCOR
Omar Alvarez
817-215-5508

Vectren/SIGECO
Chuck Stratman – Construction Crew Foreman
812-491-4000

Vectren/ SIGECO
Terry Moe – Operations
812-491-4000

Westar Energy
David Weems
785-575-1348

CenterPoint Energy
David Tucker – Substation Engineering
713-207-8385

BILL OF MATERIAL

ITEM	PART NO.	QTY.	DESCRIPTION	REF.
1		3	INSULATORS PER S.O.	
2		1	BASE PER S.O.	
3	310-D-0619-2710	1	JAM BASE ADAPTER	A-913 SH.67A
4	310-D-0619-2720	1	CENTER BASE ADAPTER	A-913 SH.67A
5	541-A-9208-031	1	BEARING ASSEMBLY	A-9208 SH.31
6	310-D-0613-0210	1	STOP	C-613 SH.8
7	310-D-0613-0310	1	OPERATING ARM	C-613 SH.8
8	514-B-5645-0200	1	BLADE MECHANISM ASSEMBLY	B-5645 SH.20
9	SEE TABLE	1	HINGE/BLADE ASSEMBLY	B-5018 SH.92
10	534-B-5018-095F	1	JAW CONTACT ASSEMBLY	B-5018 SH.92
11	350-NR-13-134	1	ARCING HORN	A-13 SH.117
12	99-XX-0004-16A	1	NAMEPLATE	A-3004 SH.16
13	70-SD-32-7A	12	3/8" DIA. THREADED STUD	A-32 SH.7
14	SEE TABLE	1	COUNTERBALANCE SPRING ASSEMBLY	B-9558
A	ST. ST'L.	1	3/8" - 16 X 1 1/2" HHMB. (2 JFW. L.W.H.N)	
B	GALV.	12	3/8" - 11 X 1 1/2" HHMB. L.W. SAE F.W	
C	GALV.	24	3/8" LOCK WASHER	
D	GALV.	4	3/8" - 11 X 1 1/2" HHMB. L.W. SAE F.W	
E	GALV.	2	1/2" - 13 X 1 1/2" HHMB. H.N.	SEE NOTE #1
F	GALV.	40	3/8" - 11 HEX NUT	
G	GALV.	12	3/8" BEVEL WASHER	
H	GALV.	2	3/8" - 11 X 1 1/2" H.H.M.B. F.W.L.W	
J	GALV.	8	3/8" - 11 X 1 1/2" HHMB. L.W. STD F.W	

DIMENSIONS (IN.)									
PART NUMBER	"A"	"B"	"C"	"D"	"E"	"F"	"G"	ITEM # 9	ITEM # 14
AVR-69H30-STD	42	30	37 1/2	80 1/2	33	6	48 3/4	514-B-5018-095E-69M	581-B-5058-003L
AVR-11530-STD	60	45	52 1/2	121 1/2	51	6	65 3/4	514-B-5018-092F-115M	581-B-5058-002L
AVR-13830-STD	72	54	61 3/4	142 1/2	53	6	78 3/4	514-B-5018-092G-138M	581-B-5058-002L
AVR-16130-STD	84	62	69 3/4	162 1/2	55	6	90 3/4	514-B-5018-092H-161M	581-B-5058-006L

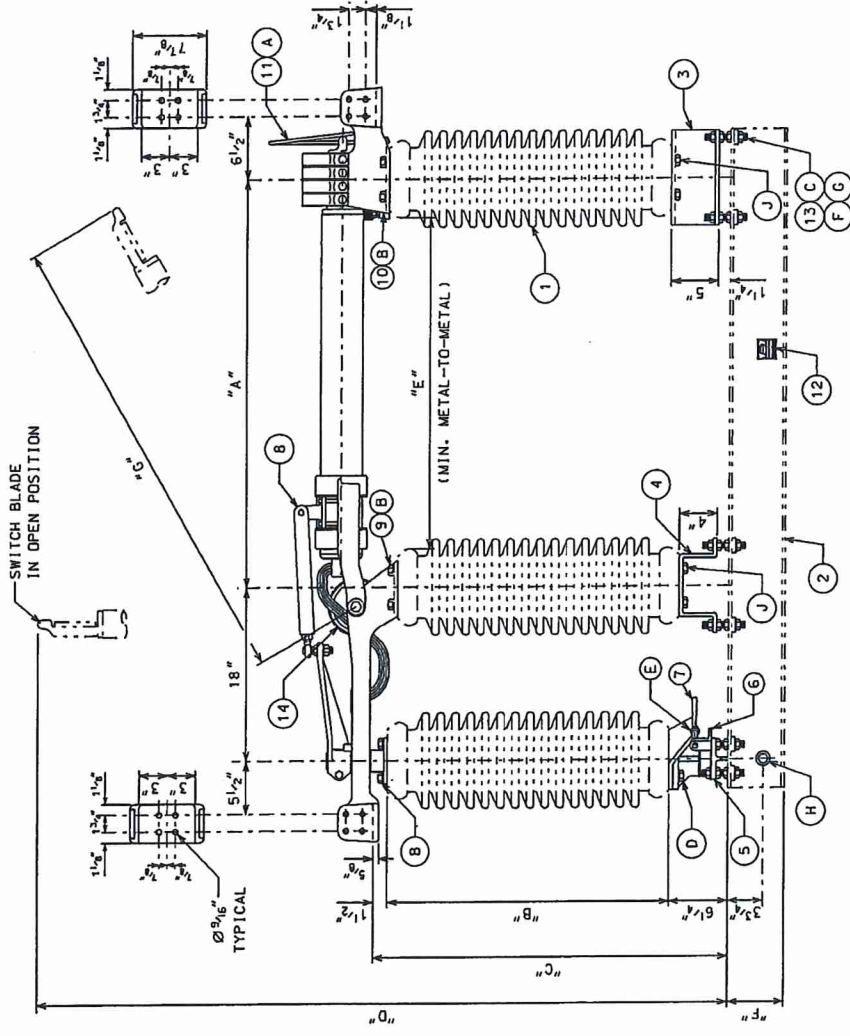
RATINGS	
CONTINUOUS CURRENT	3000 A
PEAK WITHSTAND	195 KA
INSTANTARY WITHSTAND	120 KA RMS (ASYM.)
SHORT-TIME WITHSTAND	75 KA RMS (SYM.), 3 sec.
ACC. DESTINATION	DOB

RATINGS		
PART NUMBER	NOMINAL VOLTAGE (KV)	BIL VOLTAGE (KV)
AVR-69H30-STD	69	121.5
AVR-11530-STD	115	225
AVR-13830-STD	138	245
AVR-16130-STD	161	270

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USCO Power Equipment Corporation
 Post Office Box 66 Leeds, Alabama 35094-0066
 Telephone (205) 699-0840 Facsimile (205) 699-0858
 WEB uscopower.com

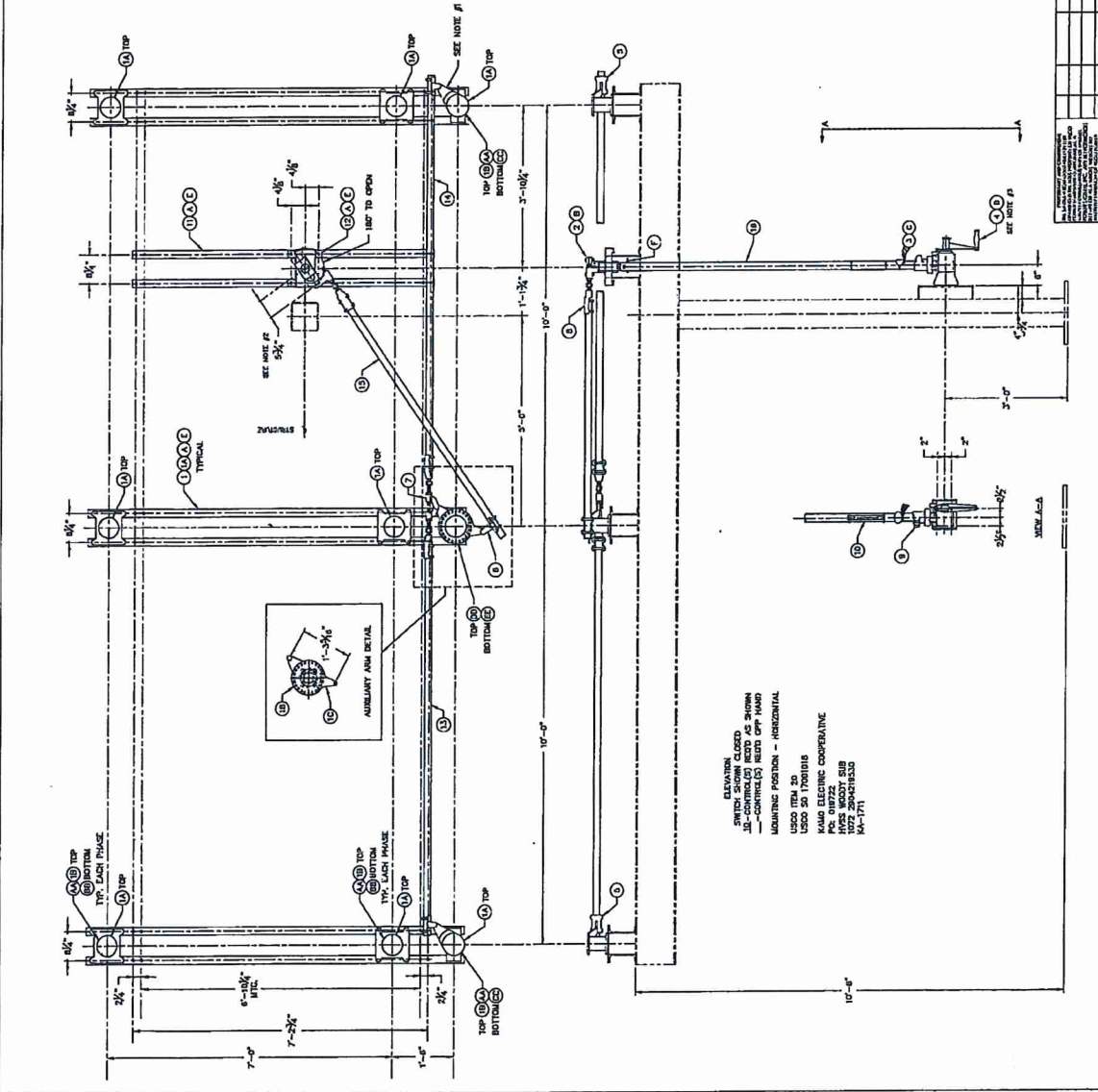
DRAWN: 3-27-93	
BY: BDH	
UNIT OUTLINE	
TYPE "AVR" VERTICAL BREAK	
69H-161 KV 3000 AMP 5" B.C.	
SH.	REV.
B-6605	9 5



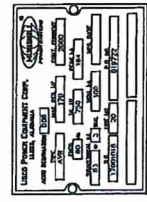
NO.	DATE	REVISION
5	7-1-09	UPDATED MAX VOLTAGE ON RATINGS CHART
4	9-02-08	SIDE BEARING BOLTS WERE 3/4" LONG
3	9-18-06	REV'D STOP NO. - 613-21 WAS 613-7
2	4-21-05	REV'D INSULATOR MOUNTING BOLTS
1	11-11-99	CHG'D 161 KV BASE TO 8" [L WAS 7"]

NOTES:
 (1) LENGTH ("L") OF ITEM 'F' IS DEPENDENT ON SWITCH MOUNTING POSITION.
 (2) TESTED TO MEET OR EXCEED THE REQUIREMENTS OF ANSI/IEEE C37.34.

BILL OF MATERIAL - ONE CONTROL				S.O.F.		DRAWING D-11301-15	
CONTROL MECH PART # PSCM40000555				LINE ITEM #:		20	
Item	Part No.	Description	Qty	Unit	Material	Reference	
1	AVR	NEW S&P Part #	3	EA	170LV 3000 AMP SWITCH UNIT	94-626-1519	
2	ASU	ASSY. GROUND SHUNT 2" IPS 2" PLG	1	EA		UT12-0020	
3	ASU	ASSY. GROUND SHUNT 2" IPS 2" PLG	1	EA		UT12-0020	
4	ASU	ASSY. GROUND SHUNT 2" IPS 2" PLG	1	EA		UT12-0020	
5	ASU	ASSY. GROUND SHUNT 2" IPS 2" PLG	1	EA		UT12-0020	
6	ASU	ASSY. GROUND SHUNT 2" IPS 2" PLG	1	EA		UT12-0020	
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80	ASU	ASSY. GROUND SHUNT 2" IPS 2" PLG	1	EA		UT12-0020	



- NOTES:
- DO NOT CHANGE STOP BOLTS ON MAIN SWITCH BEARINGS, THE TIE WIRES SHOULD BE LEFT ON ALL SWITCH UNITS UNTIL ALL CLEVERES, REACH RODS, AND ARMS HAVE BEEN REMOVED.
 - ADJUSTMENTS SHOULD BE MADE ON THIS ARM TO ASSURE FULL OPENING AND CLOSING OF EACH SWITCH UNIT.
 - ADJUSTMENTS SHOULD BE MADE ON THIS ARM TO ASSURE COMPLETELY OPEN AND COMPLETELY CLOSED POSITIONS. THE ADJUSTMENTS TO BE IDENTIFIED BY SHIPMENTS TO COMPLETELY OPEN AND COMPLETELY CLOSED POSITIONS SHOULD BE IDENTIFIED BY SHIPMENTS TO COMPLETELY OPEN AND COMPLETELY CLOSED POSITIONS.
 - ADJUSTMENTS SHOULD BE MADE AS DESIRED BY MOVING THE STOP PLATES ON THE CONTROL HANDLE OR STOP BOLTS ON THE GEAR BOX CONTROL HANDLE WHEN FURNISHED.



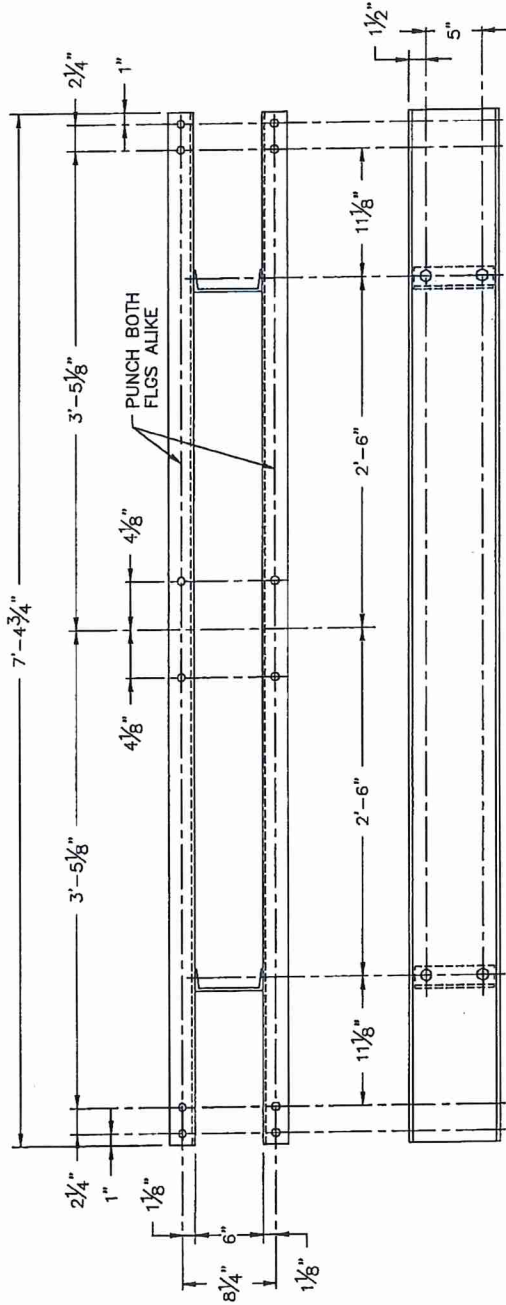
USCO
 CONTROL/STEEL DETAILS
 TYPE "AR" 16KV 2000A 30C

USCO POWER SWITCHES
 PO BOX 86, LANSING, MICHIGAN 48206
 TEL 313-222-8100
 FAX 313-222-8100

DRAWING NO. D-11301-15
 REV. 1

PART NUMBER: FS123-00360-01		TOTAL WEIGHT: 180 LBS.	
ITEM	PART NO.	QTY.	DESCRIPTION
1	PSB1001049	2	C8 x 11.5 x 7'-4 3/4" LG.
2	FS124-00001-03	2	6" SWITCH BASE SPACER KIT

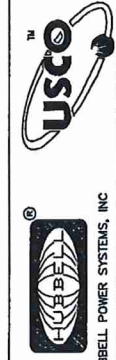
ERP AMT.	14.792
REV.	



- STEEL NOTES:
1. ALL HOLES #11/16" UNLESS NOTED.
 2. ALL BOLTS #5/8" UNLESS NOTED.
 3. ALL STEEL TO BE HOT DIP GALVANIZED PER ASTM A 123 AFTER FABRICATION.
 4. ALL STEEL TO BE STRAIGHT ABOUT CENTERLINE.
 5. EACH PIECE OF STEEL TO HAVE ITS PART NUMBER STAMPED INTO THE METAL WITH 3/8" HIGH CHARACTERS BEFORE GALVANIZING.

FAB NOTE: ASSEMBLE AS SHOWN

ALL DIMENSIONS ARE IN INCHES
 UNLESS OTHERWISE SPECIFIED
 FINISH: MILL
 SURFACE FINISH: BR 4.5A
 HUBBELL POWER SYSTEMS, INC.



USCO Power Switches
 PO Box 66; Leeds, Alabama 35094-0066
 (205) 699-0840 (F) (205) 699-0858
 www.uscoppower.com

PROPRIETARY AND CONFIDENTIAL	REV.	DATE	DESCRIPTION
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REFERENCES	NO.	SIZE	REV.
MS-11301-14-3	B	U123-00360	
582-715-0180			
HUBBELL POWER SYSTEMS, INC.	SCALE: 1:10		
DRAWN: 06/10/2012	SHEET 1 OF 1		



RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to reject the bid from Alstom Grid for 161 kV Disconnect Switches for failure to provide a bid bond.

BE IT FURTHER RESOLVED by the Board to approve a purchase order agreement with Hubbell Power Systems Inc. for

161 kV Disconnect Switches – Northern Hills Substation

The amount of the purchase order agreement to be ONE HUNDRED SEVENTEEN THOUSAND SEVEN HUNDRED TEN AND 00/100 DOLLARS (\$117,710.00), and Hubbell Power Systems Inc. being lowest responsible bidder.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 27th day of November, 2012.

President

Secretary