

REVISED

FOR BOARD ACTION

Agenda Item # 4

Meeting Date:

3/26/13

SUBJECT:

CONSIDERATION OF BIDS
Medium Voltage Cable

PREPARED BY:

Steven Cook, Senior Electrical Engineer

ITEM DESCRIPTION:

On March 19, 2013, three vendors submitted responsible bids to supply some or all of four types of specified medium voltage cable. On March 22, 2013 Border States Electric withdrew their bid for Item #1 based on a pricing error from the manufacturer. Award to the lowest priced, responsible bidder, is recommended for Items 1, 2, and 4.

Bid Item 4 was specified as an alternate to bid item 3, the cables are two different designs for cables that would serve equivalent purposes. These cable are intended to be used as mainline underground feeder cable in locations where conduits under 5" are all that is available. Based on engineering analysis and pricing, Bid Item #4 is the preferred design. Border States Electric submitted a bid for Bid Item #4 that has a flat strap concentric neutral of less than the 170,000 CMIL minimum specified.

Metal escalation and de-escalation is allowed. Specifications allow for a manufacturing tolerance of up to +10 percent per reel. Billed cost will be based on actual lengths. Bid amounts do not include sales tax.

BID SUMMARY

<u>Item</u>	<u>Bidder</u>	<u>Bid Amount</u>
1	Stuart C. Irby Company	\$ 237,276.00
2	Stuart C. Irby Company	\$ 153,912.00
4	Stuart C. Irby Company	\$ 178,213.20

FOR CAPITAL PURCHASES/BIDS/MAJOR PROJECTS:

The cost of cable and conductor is budgeted within the separate projects that will use this wire and cable. This is an annual bid, and the value of the total purchase of Items 1, 2, and 4 will be \$569,401.00. The items purchased under this bid are the more specialized cable and wire that RPU uses in our electric system.

UTILITY BOARD ACTION REQUESTED:

Management requests that the Board:

1. Make a motion to reject Border States Electric Bid Item #4 as nonconforming to the specification.
2. Approve purchase order agreements with:
 - a. Irby as lowest responsible bidder for Item 1, 2 and 4.

Ramy Koshir

General Manager

3-25-13

Date



we pledge, we deliver®

Rochester Public Utilities

RFB Opening - Medium Voltage Cable

Tuesday, March 19, 2013, 11:30 a.m. Central Time

VENDOR		BSE				Irby				Wesco			
Bid Bond (Y/N)		Y				Y				Y			
Stock #	Bid Qty	Xtd \$	Lead Time	Mfgr	Xtd \$	Lead Time	Mfgr	Xtd \$	Lead Time	Mfgr	Xtd \$	Lead Time	Mfgr
2247	108000 ft	\$ 222,180.84	8 wks	General Cable	\$ 237,276.00	8 wks	Okonite	\$ 257,641.56					Southwire
16294	24000 ft	\$ 164,635.20	11 wks	General Cable	\$ 153,912.00	14 wks	Okonite	\$ 164,649.12					Southwire
2250	24000 ft	\$ 180,376.94	11 wks	General Cable	\$ 184,536.00	12-14 wks ARO	Okonite	\$ 255,228.40	8-10 wks ARO				Southwire
NS	13200 ft	\$ 177,463.31	11 wks	General Cable	\$ 178,213.20	12-14 wks ARO	Okonite	\$ 240,198.60	8-10 wks ARO				Southwire
Exceptions													Y



BID FORM

BID DUE DATE: March 19, 2013 – 11:30 a.m. Local Time

PROJECT: City of Rochester, Rochester Public Utilities
Medium Voltage Cable

ATTENTION: Buyer
mhoeft@rpu.org
507.280.1666

The undersigned agrees, if this bid is accepted, to enter into a purchase order agreement for the material described in this request for bid and any subsequent formal written changes, exclusive of any qualifications attached hereto, for the following price for the material, with metals escalation and de-escalation allowed based on London Metal Exchange weekly average closing price **for the days the exchange was open during the Monday thru Friday** week of shipment based on date the shipment left manufactures, NOT INCLUDING sales or use tax.

The base metals price for bid shall be: Copper = \$3.81 per lb
Aluminum = \$0.96 per lb

Pricing reflects addendums 0 through 1.

See specification for reel size limitations.

BID ITEM NO. 1	Cable, Primary EPR, JACKETED	RPU Stock Number: 2247
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1/0 AWG, 15kV, 1/C Solid Aluminum, 0.220 mil EPR Insulation with 1/3 Concentric Neutral, 16-#12 Copper, Jacketed. 2,700 ft. per reel.

Quantity: 108,000 feet (40 reels)	Manufacturer: Okonite
Bid Price per M/ft: \$2,197.00	TOTAL: \$237,276.00
Copper per lb/M/ft: \$3.81	Aluminum per lb/M/ft: \$0.96
First Delivery After Receipt of Purchase Order: Stock (SPS) - 5/15/2013 This item will be split into at least two deliveries.	

BID ITEM NO. 2	Cable, Primary EPR, JACKETED	RPU Stock Number: 16294
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750 KCMIL, 15kV, 1/C Compressed Stranded Aluminum, strand-filled, 0.220 mil EPR Insulation with 1/3 Concentric Neutral, 24-#12 Copper, Jacketed. 2,000 ft. per reel.

Quantity: 24,000 feet (12 reels)	Manufacturer: Okonite
Bid Price per M/ft: \$6,413.00	TOTAL: \$153,912.00
Copper per lb/M/ft: \$3.81	Aluminum per lb/M/ft: \$0.96
First Delivery After Receipt of Purchase Order: July 1 st , 2013	

BID ITEM NO. 3	Cable, Primary EPR, JACKETED	RPU Stock Number: 2220
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500 KCMIL, 15kV, 1/C Compressed Stranded Copper, strand-filled, 0.220 mil EPR Insulation with 1/3 Concentric Neutral, 17-#10 Copper, Jacketed. 2,200 ft. per reel.

Quantity: 13,200 feet (6 reels)	Manufacturer: Okonite
Bid Price per M/ft: \$13,980	TOTAL: \$184,536
Copper per lb/M/ft: \$3.81	Aluminum per lb/M/ft: \$0.96
First Delivery After Receipt of Purchase Order: 12-14 Weeks ARO	

BID ITEM NO. 4	Cable, Primary EPR, JACKETED
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This is a specialty cable that RPU may purchase in place of Bid Item #3. The manufacturer will meet appropriate sections of the referenced specification and provide a design document for their proposed cable.

500 KCMIL, 15kV, 1/C Compact Stranded Copper, strand-filled, 0.220 mil EPR Insulation with bare copper flat straps helically applied as the concentric. The flat straps will have an area of at least 170,000 CMIL. The cable shall have be Jacketed. The nominal overall diameter, over Jacket shall be less than 1.60" 2,200 ft. per reel.

Quantity: 13,200 feet (6 reels)	Manufacturer: Okonite
Bid Price per M/ft: \$13,501	TOTAL: \$178,213.20
Copper per lb/M/ft: \$3.81	Aluminum per lb/M/ft: \$0.96
First Delivery After Receipt of Purchase Order: 12-14 Weeks ARO	

ALTERNATE BID

A detailed explanation of any Alternate Bid must be attached to the bid 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.

EXCEPTIONS AND ENCLOSURES

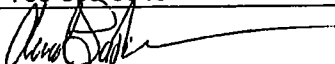
The Bidder shall state below whether they will comply with all the requirements of the Request for Bid Package including the General and Special Conditions. Any and all exceptions shall be itemized below. Each exception shall be referenced to its specific section of the Request for Bid Package. Except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

Section	Exception
Bid Item No.1	We offer 16 X #14 AWG Full Bare Copper Concentric Neutral In Lieu of 16 X #12 AWG Wires. This is a full Neutral for a Copper Conductor.

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.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pricing will remain valid for acceptance for 30 days and are subject to escalation?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bidder has submitted the Authorization of Signature form?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bidder has submitted a Bid Bond?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bidder has submitted complete electrical and mechanical data?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bidder has submitted literature covering the conductor or cable proposed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bidder has submitted signed addendums?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The undersigned is fully informed with respect to the preparation and contents of the attached specifications and has reviewed all documents for accuracy prior to submission of this bid. Furthermore, the undersigned has(have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

Company Name:	Stuart C. Irby Company	Address:	980 Lone Oak Road Suite 145
Phone:	763-588-0545	City/State/Zip	Eagan, MN 55121
Authorized Signature:		Email:	laforge@irby.com; karsten@irby.com
Date:	3/18/2013	Project Contact:	Chad LaForge



BID FORM

BID DUE DATE: March 19, 2013 – 11:30 a.m. Local Time

PROJECT: City of Rochester, Rochester Public Utilities
Medium Voltage Cable

ATTENTION: Buyer
mhoeft@rpu.org
507.280.1666

The undersigned agrees, if this bid is accepted, to enter into a purchase order agreement for the material described in this request for bid and any subsequent formal written changes, exclusive of any qualifications attached hereto, for the following price for the material, with metals escalation and de-escalation allowed based on London Metal Exchange weekly average closing price for the days the exchange was open during the Monday thru Friday week of shipment based on date the shipment left manufactures, NOT INCLUDING sales or use tax.

The base metals price for bid shall be: Copper = \$3.81 per lb
Aluminum = \$0.96 per lb

See specification for reel size limitations.

BID ITEM NO. 1	Cable, Primary EPR, JACKETED	RPU Stock Number: 2247
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1/0 AWG, 15kV, 1/C Solid Aluminum, 0.220 mil EPR Insulation with 1/3 Concentric Neutral, 16-#14 Copper, Jacketed. 2,700 ft. per reel. (10)

Quantity: 108,000 feet (40 reels)	Manufacturer: <i>General Cable</i>
Bid Price per M/ft: \$ <i>2057.23</i>	TOTAL: \$ <i>222,180.84</i>
Copper per lb/M/ft: \$ <i>3.81 / 1 LB</i>	Aluminum per lb/M/ft: \$ <i>0.96 / 1 LB</i>
First Delivery After Receipt of Purchase Order: This item will be split into at least two deliveries.	

BID ITEM NO. 2	Cable, Primary EPR, JACKETED	RPU Stock Number: 16294
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750 KCMIL, 15kV, 1/C Compressed Stranded Aluminum, strand-filled, 0.220 mil EPR Insulation with 1/3 Concentric Neutral, 17-#10 Copper, Jacketed. 2,000 ft. per reel. (20)

Quantity: 24,000 feet (12 reels)	Manufacturer: <i>General Cable</i>
Bid Price per M/ft: \$ <i>6459.80</i>	TOTAL: \$ <i>164,635.20</i>
Copper per lb/M/ft: \$ <i>3.81 / 1 LB</i>	Aluminum per lb/M/ft: \$ <i>0.96 / 1 LB</i>
First Delivery After Receipt of Purchase Order:	

BID ITEM NO. 3	Cable, Primary EPR, JACKETED	RPU Stock Number: 2220
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500 KCMIL, 15kV, 1/C Compressed Stranded Copper, strand-filled, 0.220 mil EPR Insulation with 1/3 Concentric Neutral, 18-#10 Copper, Jacketed. 2,200 ft. per reel.

Quantity: 13,200 feet (6 reels)	Manufacturer: <i>General Cable</i> (40)
Bid Price per M/ft: \$ <i>13,664.92</i>	TOTAL: \$ <i>180,376.94</i>
Copper per lb/M/ft: \$ <i>3.81 / 1LB</i>	Aluminum per lb/M/ft: \$ <i>0.96 / 1LB</i>
First Delivery After Receipt of Purchase Order:	

BID ITEM NO. 4	Cable, Primary EPR, JACKETED
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This is a specialty cable that RPU may purchase in place of Bid Item #3. The manufacturer will meet appropriate sections of the referenced specification and provide a design document for their proposed cable.

500 KCMIL, 15kV, 1/C Compact Stranded Copper, strand-filled, 0.220 mil EPR Insulation with bare copper flat straps helically applied as the concentric. The flat straps will have an area of at least 170,000 CMIL, The cable shall have be Jacketed. The nominal overall diameter, over Jacket shall be less than 1.60" 2,200 ft. per reel.

Quantity: 13,200 feet (6 reels)	Manufacturer: <i>General Cable</i> (60)
Bid Price per M/ft: \$ <i>13,444.19</i>	TOTAL: \$ <i>177,463.31</i>
Copper per lb/M/ft: \$ <i>3.81 / 1LB</i>	Aluminum per lb/M/ft: \$ <i>0.96 / 1LB</i>
First Delivery After Receipt of Purchase Order:	

ALTERNATE BID

A detailed explanation of any Alternate Bid must be attached to the bid 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.

EXCEPTIONS AND ENCLOSURES

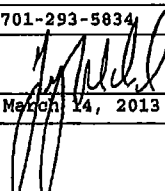
The Bidder shall state below whether they will comply with all the requirements of the Request for Bid Package including the General and Special Conditions. Any and all exceptions shall be itemized below. Each exception shall be referenced to its specific section of the Request for Bid Package. Except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

Section	Exception

REQUIREMENTS SUMMARY

	Ye s	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.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pricing will remain valid for acceptance for 30 days and are subject to escalation?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bidder has submitted the Authorization of Signature form?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bidder has submitted a Bid Bond?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bidder has submitted complete electrical and mechanical data?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bidder has submitted literature covering the conductor or cable proposed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The undersigned is fully informed with respect to the preparation and contents of the attached specifications and has reviewed all documents for accuracy prior to submission of this bid. Furthermore, the undersigned has(have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

Company Name:	Border States Industries, Inc.	Address:	105 25th Street North
Phone:	701-293-5834	City/State/Zip	Fargo, ND 58102
Authorized Signature:		Email:	
Date:	March 14, 2013	Project Contact:	



BORDER STATES
Supply Chain Solutions™

105 25th St N
 Fargo ND 58102-4002
 phone 701.293.5834
 fax 701.237.9488

Exceptions to RPU RFP documents:

1. General Terms and Conditions; Section 9 - Add "except to the extent resulting from City's negligence" to the end of the first sentence of the first paragraph.
2. General Terms and Conditions; Section 9 - Strike the second paragraph. Border States will not agree to take responsibility for City's negligence.
3. General Terms and Conditions; Section 10 - Taxes are not included in the bid pricing.
4. General Terms and Conditions; Section 11 - Clarification - Retainage is not acceptable. Payment terms are Net 30 days from invoice date.



Quote
1686905-00

VICTORIA STEELE
Utility Sales
Phone 859-572-8428
Fax 859-572-8390
Email vsteele@generalcable.com

Exceptions and/or Clarifications

SPECIFICATION: CABLE, PRIMARY, EPR, JACKETED REV 3 DATE: 02/26/2013

Exceptions

Paragraph 13.9 - Reel Size Limits

1/0 AWG AL

To accommodate a shipping length of 2700' +10%/-0% a larger reel size is required that will exceed the specified 36" maximum overall width. 2700' can be packaged on a reel size: 54.32 (Flange-Traverse) with an overall width of 38.5". Please confirm if this is acceptable or we would recommend a reduced shipping length to comply with your current specified reel requirements.

500 KCMIL CU

To accommodate a shipping length of 2200' +10%/-0% a larger reel size is required that will exceed the specified 42" maximum overall width. 2200' can be packaged on a reel size: 72.36 (Flange-Traverse) with an overall width of 44". Please confirm if this is acceptable or we would recommend a reduced shipping length to comply with your current specified reel requirements.

BID ITEM #4

General Cable cannot provide a flat strap design with 170,000 CMIL. We can provide 18 X 0.042" X 0.175" copper flat straps with an area of 168,450 CMIL.

If this document contains Exceptions, a signed and dated copy must be returned with the order. Clarifications will be deemed acceptable unless otherwise noted (signed copy not required).

APPROVED BY: _____
TITLE: _____

DATE: _____

Quote Expiration Date 4/13/2013

Terms and Conditions to follow on the last page(s). Please note any exceptions or additions.

Stock availability and lead times subject to change at time of order. Standard terms and conditions apply. This quote is valid for the bill of material listed. Revisions are subject to General Cable acceptance prior to order.

Quote Print Date 3/13/2013

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Quote
1686905-00

VICTORIA STEELE
Utility Sales
Phone 859-572-8428
Fax 859-572-8390
Email vsteele@generalcable.com

Terms and Conditions

U.S. UTILITY STEEL REEL DEPOSIT SCHEDULE AND RETURN POLICY EFFECTIVE JANUARY 14, 2013. ALL GENERAL CABLE AND FORMER ALCAN CABLE STEEL REELS ARE SUBJECT TO FOLLOWING DEPOSIT SCHEDULE AND RETURN POLICY EFFECTIVE FOR ALL QUOTES AND ORDERS BEGINNING JANUARY 14, 2013.

STEEL REEL RETURN & BILLING POLICY (USA)

- 1) TITLE TO RETURNABLE STEEL REELS SHALL REMAIN IN THE NAME OF GENERAL CABLE INDUSTRIES, INC.
- 2) REEL DEPOSITS ARE NOT INCLUDED IN THE SELLING PRICE OF THE CABLE.
- 3) REEL RETURN FREIGHT IS INCLUDED IN THE SELLING PRICE OF THE CABLE, BASED ON FULL TRUCKLOAD QUANTITIES.
- 4) CASH DISCOUNTS AND REBATES DO NOT APPLY TO REEL DEPOSITS.
- 5) DEPOSITS ARE PAYABLE NET 30 DAYS FROM DATE OF SHIPMENT.
- 6) FOR REELS RETURNED AND ARRIVING AT A DESIGNATED GENERAL CABLE LOCATION, IN GOOD AND REUSABLE CONDITION AND WITHIN 365 DAYS FROM THE ORIGINAL DATE OF SHIPMENT, THE DEPOSIT WILL BE REFUNDED LESS ANY APPLICABLE DAMAGE ADJUSTMENT(S), AS OUTLINED BELOW.
- 7) ALL REELS RETURNED AFTER 365 DAYS WILL NOT BE ELIGIBLE FOR DEPOSIT REFUNDS.
- 8) REELS RETURNED WITH NO LABEL OR AN ILLEGIBLE LABEL WILL NOT BE ELIGIBLE FOR A DEPOSIT REFUND.
- 9) DEPOSITS WILL INCLUDE ALL APPLICABLE TAXES.
- 10) TITLE TO RETURNABLE STEEL REELS TRANSFERS TO THE ENTITY TO WHICH PAID THE DEPOSIT UPON SHIPMENT ON DAY 366 AFTER INITIAL SHIPMENT.

STEEL REEL DEPOSIT SCHEDULE - (ALL PRODUCTS)

REEL DESIGNATION*	SIZE	\$\$ DEPOSIT
RM	42	\$800.00
RM	48	\$1,000.00
RM	54	\$1,100.00
RM	60	\$1,200.00
RM	66	\$1,300.00
RM	68	\$1,400.00
RM	72	\$1,500.00
RM	78	\$1,800.00
RMT	84	\$2,100.00
RMT	90	\$2,400.00
RMT	96	\$3,000.00
RMT	108	\$4,000.00
RMT	118	\$7,000.00

*RM-NEMA CLASS I OR II REEL WITH FLAT BAR TIRE.

RMT-NEMA CLASS I OR II REEL WITH AN I-BEAM TIRE.

REEL RETURN

1) THE RETURN OF STEEL REELS IS THE SOLE RESPONSIBILITY OF THE OF THE BUYER AND SHALL BE ARRANGED THROUGH GENERAL CABLE'S OR FORMER ALCAN, WITH WHICHEVER YOU ORIGINATED YOUR PO.

2) TO SCHEDULE PICK UP OF RETURNABLE REELS,

Quote Expiration Date **4/13/2013**

Terms and Conditions to follow on the last page(s). Please note any exceptions or additions.

Stock availability and lead times subject to change at time of order. Standard terms and conditions apply. This quote is valid for the bill of material listed. Revisions are subject to General Cable acceptance prior to order.

Quote Print Date

3/13/2013

Page

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Quote
1686905-00

VICTORIA STEELE
Utility Sales
Phone 859-572-8428
Fax 859-572-8390
Email vsteele@generalcable.com

- A) FOR GENERAL CABLE ORIGINATED PO, CALL: 1-800-325-3925
- B) FOR A PO ORIGINATED WITH THE GENERAL CABLE OFFICE LOCATED IN ATLANTA, GA (FORMERLY ALCAN CABLE), CALL YOUR INSIDE SALES REPRESENTATIVE OR 1-800-347-0571. YOU MAY LEAVE A MESSAGE BY SELECTING OPTION #8 AND PROVIDE: CUSTOMER NAME PHONE NUMBER, NUMBER OF REELS, REEL SIZE, AND PHONE NUMBER AND ADDRESS OF LOCATION FOR PICK UP 3) REELS RETURNED "COLLECT" VIA ANY OTHER CARRIER WILL NOT BE ACCEPTED
- 4) ONLY GENERAL CABLE OWNED REELS SHOULD BE RETURNED TO GENERAL CABLE
- 5) PLEASE USE THE FOLLOWING GUIDELINES FOR FULL TRUCK LOAD QUANTITIES:
 - A. 66" AND 68" REELS - 22 PER TRUCKLOAD
 - B. 72" REELS - 18 PER TRUCKLOAD
 - C. 84" REELS - 12 PER TRUCKLOAD
 - D. 90" REELS - 10 PER TRUCKLOAD
 - E. 96" REELS - 8 PER TRUCKLOAD
- 6) ALL RETURNS MUST BE ACCOMPANIED BY A PACKING LIST AND BILL OF LADING.

REEL DAMAGE ADJUSTMENT

REELS RETURNED TO A GENERAL CABLE FACILITY IN OTHER THAN GOOD CONDITION WILL BE ASSESSED THE FOLLOWING CHARGES IN THE FORM OF A DEBIT AGAINST THE REEL DEPOSIT:

DEDUCTION:

- PAINTING, MARKING AND/OR DEFACING, AND ROUTINE STRUCTURAL MAINTENANCE - 0-20%
- 1 MINOR DAMAGED FLANGE OR DAMAGED DRUM - 20%
- 1 MAJOR OR 2 MINOR DAMAGE FLANGE OR DAMAGED DRUM - 40%
- 1 MAJOR AND 1 MINOR DRUM OR FLANGE DAMAGED - 60%
- 2 MAJOR DRUM OR FLANGE DAMAGED - 80%
- COMPLETELY DAMAGED - 100%

RIGHT TO OFFSET

GENERAL CABLE SHALL BE ENTITLED, IN ITS SOLE DISCRETION, TO RETAIN AND OFFSET ANY OR ALL OF THE CUSTOMER'S REFUNDABLE DEPOSIT(S) AGAINST ANY PAST-DUE AMOUNTS OWED TO GENERAL CABLE BY THE CUSTOMER UNDER THIS POLICY OR ANY OTHER AGREEMENT BETWEEN THE PARTIES.

GENERAL CABLE'S U.S. UTILITY STANDARD
TERMS & CONDITIONS OF SALE
EFFECTIVE: JANUARY 1, 2012

1. TERMS OF SALE:

GENERAL CABLE INDUSTRIES, INC. ("GENERAL CABLE") WILL SELL THE GOODS OFFERED BY IT ("GOODS") TO THE PARTY TO WHICH GOODS ARE OFFERED ("BUYER") ON THE TERMS AND CONDITIONS STATED HEREIN ("TERMS"). ACCEPTANCE BY BUYER, AND EACH OFFER BY GENERAL CABLE, IS EXPRESSLY LIMITED TO THE TERMS. BUYER SHALL BE DEEMED TO HAVE AGREED TO ALL OF THE TERMS (AND ONLY SUCH TERMS), NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, ACKNOWLEDGEMENT, OFFER, DOCUMENT OR OTHER COMMUNICATION OF ANY KIND SUBMITTED BY BUYER, UPON BUYER'S ACCEPTANCE OR USE OF THE GOODS. GENERAL CABLE HEREBY EXPRESSLY OBJECTS TO ANY TERMS SUBMITTED BY BUYER WHICH ARE ADDITIONAL TO, DIFFERENT FROM, OR CONFLICT WITH, THE TERMS. NEITHER THE FAILURE OF GENERAL CABLE TO SEPARATELY OBJECT TO A PURCHASE ORDER OR OTHER COMMUNICATION FROM BUYER, NOR THE DEVELOPMENT, MANUFACTURE, PRODUCTION OR SHIPMENT OF THE GOODS SHALL BE DEEMED AN AGREEMENT BY GENERAL CABLE TO ANY TERMS OR CONDITIONS WHICH ARE ADDITIONAL TO, DIFFERENT FROM, OR CONFLICTING WITH, THE TERMS. THE TERMS, TOGETHER WITH SUCH OTHER DOCUMENTS

Quote Expiration Date 4/13/2013

Terms and Conditions to follow on the last page(s). Please note any exceptions or additions.

Stock availability and lead times subject to change at time of order. Standard terms and conditions apply. This quote is valid for the bill of material listed. Revisions are subject to General Cable acceptance prior to order.

Quote Print Date

3/13/2013

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Quote
1686905-00

VICTORIA STEELE
Utility Sales
Phone 859-572-8428
Fax 859-572-8390
Email vsteele@generalcable.com

SPECIFICALLY MADE A PART OF GENERAL CABLE'S OFFER, SHALL CONSTITUTE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES (THE "AGREEMENT"), SHALL SUPERSEDE ALL PREVIOUS UNDERSTANDINGS BETWEEN THE PARTIES WHICH MAY HAVE EXISTED RELATING TO THE GOODS, AND MAY BE MODIFIED ONLY BY A WRITTEN INSTRUMENT EXECUTED BY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES.

2. PRICING VALIDITY:

UNLESS OTHERWISE NOTED ON THE FACE OF THE APPLICABLE PRICE QUOTATION, ANY FIRM PRICING SHALL HAVE 7 DAY VALIDITY AND ANY ADJUSTABLE PRICING SHALL HAVE 14 DAY VALIDITY AFTER THE DATE OF QUOTATION. IF PRICING IS ADJUSTABLE, PRICES WILL ESCALATE OR DE-ESCALATE FOR THE COST OF COPPER AND/OR ALUMINUM TO THE CLOSING OF COMEX COPPER PRICES AND/OR THE MID-WEST U.S. TRANSACTION ALUMINUM PRICE ON THE DATE OF SHIPMENT.

A PURCHASE ORDER OR SOME OTHER ACCEPTABLE WRITTEN CONFIRMATION BY THE BUYER THAT IS RECEIVED AFTER THE AFOREMENTIONED VALIDITY PERIOD MAY SUBJECT THIS PROPOSAL TO ADJUSTMENTS IN PRICE, IN GENERAL CABLE'S DISCRETION.

THE QUOTED PRICES ARE VALID ONLY FOR THE ITEMS AND QUANTITIES OF CABLE SPECIFIED IN THIS QUOTATION. GENERAL CABLE RESERVES THE RIGHT TO APPROVE THE ACCEPTANCE AND, IF NECESSARY, ADJUST THE SELLING PRICES OF AN AWARD THAT VARIES SIGNIFICANTLY FROM THE QUOTATION IN EITHER THE NUMBER OF ITEMS OR QUANTITIES PER ITEM, AT THE SOLE DISCRETION OF GENERAL CABLE.

HEDGED METAL FIRM PRICING:

AT GENERAL CABLE'S DISCRETION AND WITH CUSTOMER'S WRITTEN AGREEMENT, SPECIFIC FIRM PRICED PURCHASE ORDERS MAY REQUIRE A HEDGED METAL CONTRACT. CUSTOMERS WILL BE REQUIRED TO SIGN A "HEDGED METAL PURCHASE AGREEMENT" WHICH IS NON-CANCELABLE AND REQUIRES THE CUSTOMER TO FINANCIALLY SETTLE ANY DISCREPANCIES IN HEDGED VOLUMES VERSUS ACTUAL RELEASED VOLUMES, AND FOR CHANGES IN THE SCHEDULED MONTHS OF SHIPMENT. CALL YOUR INSIDE SALES REPRESENTATIVE, REGIONAL SALES MANAGER, OR AGENT FOR ADDITIONAL DETAILS.

3. LEAD TIME:

DELIVERY COMMITMENTS ARE BASED UPON THE BEST INFORMATION PRESENT AT THE TIME OF THE QUOTATION AND/OR TIME OF ORDER ENTRY, BUT MAY CHANGE DUE TO CONDITIONS BEYOND GENERAL CABLE'S CONTROL. REQUESTS FOR EXTENDED DELIVERY DATES OR CHANGES IN DELIVERY DATES ARE SUBJECT TO PRICE REVISIONS OR NON-ACCEPTANCE OF THE ORDER BY GENERAL CABLE. AVAILABILITY OF ITEMS QUOTED AS "STOCK" ARE DONE SO ON A "SUBJECT TO PRIOR SALE" BASIS. MAKE-TO-ORDER PRODUCTS ARE NON-CANCELABLE AND NON-RETURNABLE.

4. LENGTHS AND TOLERANCES:

ALL ITEMS ARE QUOTED WITHIN THE TOLERANCES, LIMITS AND SIZES ESTABLISHED BY APPLICABLE INDUSTRY SPECIFICATIONS OR AS SPECIFIED WITHIN THE "PRODUCT NOTES" LISTED ON THE QUOTE. ALL ORDERS FOR CABLE COILS MUST BE MADE IN FULL PALLET QUANTITIES AS NOTED ON THE QUOTE. GENERAL CABLE RESERVES THE RIGHT TO ADJUST THE PRICE FOR ANY CHANGES IN SHIPPING LENGTHS, REEL LENGTH TOLERANCES AND/OR LESS THAN PALLET QUANTITIES, AS APPLICABLE, AT THE TIME OF ORDER.

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CUT TO LENGTH REQUESTS ON UTILITY MEDIUM VOLTAGE STOCK MATERIAL MUST BE SPECIFIED IN THE QUOTATION. CUT CHARGES WILL BE INCLUDED IN THE PER FOOT PRICE OF THE CABLE. STANDARD TOLERANCE FOR CUT TO LENGTH MATERIAL IS $-.0\%/+3\%$, UNLESS OTHERWISE NOTED.

5. SHIPPING:

SHIPPING SHALL BE F.O.B. ORIGIN FOR SHIPMENTS TO DESIGNATED POINTS SERVED BY COMMON CARRIER. FREIGHT MAY BE PREPAID FOR ALL CONSOLIDATED ORDERS THAT ARE SHIPPED ON A DEDICATED DAY OF THE MONTH, VIA LTL OR VAN UNLESS SPECIFIC PRODUCTS REQUIRE A FLATBED DUE TO PRODUCT SIZE AND OR WEIGHT, AND TO ONE DESTINATION IN THE CONTINENTAL UNITED STATES. ANY FREIGHT DIFFERENTIAL DUE TO A MORE EXPENSIVE, SPECIFIED ROUTING WILL BE PREPAID AND ADDED TO THE INVOICE. FREIGHT CHARGES ARE PREPAID ON 5,000 LBS/2,500 KG GROSS WEIGHT.

BUYER WILL BE RESPONSIBLE FOR MATERIAL IDENTIFICATION, COUNT AND VISUAL INSPECTION FOR DAMAGE UPON RECEIPT OF SHIPMENT AT THE NAMED DESTINATION.

ALL RISK OF LOSS OR DAMAGE TO THE CABLE, OF WHATEVER CAUSE OR NATURE, SHALL PASS TO BUYER UPON DELIVERY.

6. EXPORT COMPLIANCE:

IT IS UNDERSTOOD THAT GENERAL CABLE AND BUYER MAY BE SUBJECT TO UNITED STATES LAWS AND REGULATIONS CONTROLLING THE EXPORT AND RE-EXPORT OF THE GOODS. BUYER SHALL NEITHER EXPORT NOR RE-EXPORT, DIRECTLY OR INDIRECTLY, ANY GOODS USED HEREUNDER, OR THE DIRECT PRODUCT THEREOF TO ANY COUNTRY TO WHICH SUCH EXPORT OR RE-EXPORT IS RESTRICTED BY UNITED STATES LAW OR REGULATION (AN "EXPORT RESTRICTION") WITHOUT THE PRIOR ISSUANCE TO BUYER OF AN EXPORT LICENSE OR OTHER PROPER AUTHORIZATION, IF REQUIRED, BY THE APPROPRIATE FEDERAL AGENCY OR ENTITY. GENERAL CABLE MAKES NO REPRESENTATION OR WARRANTY THAT THE REQUIRED LICENSE OR OTHER PROPER AUTHORIZATION SHOULD OR SHALL BE OBTAINED.

7. WARRANTY:

GENERAL CABLE WARRANTS TO BUYER THAT THE CABLE SOLD HEREUNDER MEETS THE MANUFACTURER'S SPECIFICATION AND IS FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP. THIS WARRANTY WILL BE EFFECTIVE FOR A PERIOD EQUAL TO THE EARLIER OF: (A) ONE YEAR OF PLACING THE CABLE INTO SERVICE PROVIDED THAT THE CABLE (I) IS PROPERLY HANDLED AND STORED; (II) IS UTILIZED FOR A PURPOSE AND IN A MANNER CONSISTENT WITH THE SPECIFICATIONS OF SUCH CABLE; AND, (III) IS INSTALLED, SPLICED, TERMINATED, MAINTAINED, REPAIRED AND OPERATED IN ACCORDANCE WITH RECOGNIZED AND ACCEPTED INDUSTRY SPECIFICATIONS AND STANDARDS AND WITH THE MANUFACTURER'S INSTRUCTIONS, OR (B) EIGHTEEN MONTHS AFTER DATE OF SHIPMENT FROM GENERAL CABLE'S FACTORY.

GENERAL CABLE'S WARRANTY LIABILITY SHALL BE LIMITED, IN GENERAL CABLE'S DISCRETION, TO THE REPAIR OR REPLACEMENT OF DEFECTIVE GOODS, AND SHALL EXPRESSLY EXCLUDE ANY CHARGES RELATED TO ACCESSING, REMOVING, OR REINSTALLING THE GOODS. SEE GENERAL CABLE'S STANDARD WARRANTY FOR ADDITIONAL DETAILS.

8. STEEL REELS:

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IF A STEEL REEL IS NEEDED DUE TO CABLE SIZE OR LENGTH REQUIREMENTS, A DEPOSIT MAY APPLY. THE FULL POLICY CAN BE FOUND IN THE REELS MANAGEMENT SECTION OF GENERAL CABLE'S WEBSITE FOR DEPOSIT FEES AND TERMS OF USAGE: [HTTP://WWW.GENERALCABLE.COM/GENERALCABLE/EN-US/PRODUCTS/ELECTRICUTILITYCABLES/RESOURCES SERVICES/](http://www.generalcable.com/generalcable/en-us/products/electricutilitycables/resources/services/)

9. PAYMENT TERMS:

PAYMENT FOR INVOICES IS DUE 100% 30 DAYS AFTER INVOICE DATE. BUYER WILL PAY A SERVICE CHARGE ON ALL OVERDUE AMOUNTS AT A RATE EQUAL TO THE LESSER OF ONE AND ONE-HALF PERCENT (1.5%) PER MONTH OR THE MAXIMUM AMOUNT ALLOWABLE BY APPLICABLE LAW. PRICES QUOTED ARE EXCLUSIVE OF ANY APPLICABLE TAXES, INCLUDING SALES, USE, EXCISE, AND SIMILAR TAXES, WHICH SHALL BE THE RESPONSIBILITY OF THE BUYER.

MINIMUM ORDER QUANTITY IS \$500 USD.

GENERAL CABLE DOES NOT PERMIT OR ACCEPT ANY RETURNS. ALL SALES ARE FINAL.

TO THE EXTENT THAT BUYER HAS PLACED ANY REEL DEPOSITS WITH GENERAL CABLE, GENERAL CABLE SHALL BE ENTITLED, IN ITS SOLE DISCRETION, TO RETAIN AND OFFSET ANY OR ALL OF SUCH DEPOSITS AGAINST ANY PAST-DUE AMOUNTS OWED TO GENERAL CABLE BY BUYER UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES.

10. CREDIT:

GENERAL CABLE MAY ALTER OR SUSPEND CREDIT AND/OR CHANGE CREDIT TERMS WHEN, IN ITS SOLE OPINION, THE FINANCIAL CONDITION OF BUYER WARRANTS SUCH ACTION. IN SUCH CASE, IN ADDITION TO ITS OTHER REMEDIES, GENERAL CABLE MAY: (I) REQUIRE BUYER TO MAKE CASH PAYMENT OR PROVIDE SECURITY ACCEPTABLE TO GENERAL CABLE, IN GENERAL CABLE'S SOLE DISCRETION, BEFORE MAKING SHIPMENT; OR (II) ACCELERATE THE DUE DATE OF PAYMENT BY BUYER. IF SUCH PAYMENT OR SECURITY IS NOT PROVIDED, GENERAL CABLE MAY SUSPEND OR REDUCE SHIPMENT AND STOP GOODS IN TRANSIT TO BUYER. WITHOUT LIMITING THE FOREGOING, BUYER'S FAILURE TO PAY ANY INVOICE WHEN DUE WILL MAKE ALL OTHER UNPAID INVOICES IMMEDIATELY DUE AND PAYABLE AND GENERAL CABLE MAY, AT ITS OPTION, CANCEL THE UNFULFILLED PORTION OF THIS AGREEMENT AND ALL OTHER CONTRACTS AND ORDERS WITH BUYER (INCLUDING OUTSTANDING QUOTATIONS TO BUYER). GENERAL CABLE MAY UTILIZE ANY OR ALL OF THESE REMEDIES IN ANY COMBINATION. GENERAL CABLE'S ACCEPTANCE OF PARTIAL PAYMENT IS NOT A WAIVER OF ANY RIGHT OF GENERAL CABLE. UPON ANY PAYMENT DEFAULT, BUYER AGREES TO PAY GENERAL CABLE ITS COSTS OF COLLECTION, INCLUDING ATTORNEYS' FEES AND COSTS.

11. FORCE MAJEURE:

SHOULD GENERAL CABLE'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT BE PREVENTED OR DELAYED BY AN ACT OF GOD, WAR, CIVIL INSURRECTION, FIRE, FLOOD, STORM, STRIKES, LOCKOUTS, OR BY ANY LAW, REGULATION, OR ORDER OF ANY FEDERAL, STATE, COUNTY, OR MUNICIPAL AUTHORITY, OR BY ANY OTHER CAUSE BEYOND ITS CONTROL, THEN GENERAL CABLE'S PERFORMANCE UNDER THIS AGREEMENT, TO THE EXTENT IT IS PREVENTED OR DELAYED, SHALL BE EXCUSED.

12. LIMITATION OF LIABILITY:

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL,

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PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OR ANY COSTS OR EXPENSES INCURRED IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREUNDER. GENERAL CABLE'S LIABILITY ARISING UNDER ANY PURCHASE ORDER WITH BUYER FOR THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT, OR USE OF ANY GOODS PURCHASED UNDER THESE CONDITIONS (OR FAILURE TO DO ANY OF THE FOREGOING) (INCLUDING LIABILITY ARISING FROM BREACH OF CONTRACT OR FROM TORT, WHETHER OR NOT GENERAL CABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY), IN NO CASE SHALL EXCEED THE TOTAL AMOUNT OF THE GOODS PAID FOR HEREUNDER AND INVOLVED IN THE CLAIMED BREACH, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY AND MISREPRESENTATION) OR NON-PERFORMANCE THEREOF.

13. VENUE SELECTION & APPLICABLE LAW:

THIS AGREEMENT AND ALL OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES WITH RESPECT TO THIS AGREEMENT AND THE GOODS, AND ALL ISSUES, CONTROVERSIES OR OTHER MATTERS ARISING BETWEEN THE PARTIES WITH RESPECT TO THE GOODS AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED EXCLUSIVELY IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY (WITHOUT APPLYING ITS CONFLICT OF LAW RULES). GENERAL CABLE AND BUYER EACH SUBMIT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE UNITED STATES FEDERAL AND STATE COURTS SITUATED IN KENTON OR CAMPBELL COUNTY, KENTUCKY, AND AT THE SOLE OPTION OF GENERAL CABLE, OF THE COURTS IN ANY JURISDICTION IN WHICH BUYER'S PRINCIPAL PLACE OF BUSINESS OR ANY ASSETS OF BUYER SUBJECT TO JUDGMENT MAY BE LOCATED.

14. NON-DISCLOSURE:

DATA, DRAWINGS, SPECIFICATIONS OR OTHER TECHNICAL INFORMATION FURNISHED TO BUYER BY GENERAL CABLE PURSUANT TO THIS AGREEMENT SHALL NOT BECOME THE PROPERTY OF BUYER, SHALL ONLY BE USED BY BUYER IN FULFILLING OBLIGATIONS IMPOSED BY THIS AGREEMENT, SHALL NOT BE DUPLICATED OR DISCLOSED TO OTHERS WITHOUT GENERAL CABLE'S PRIOR CONSENT, AND SHALL NOT BE CONSTRUED AS GRANTING ANY RIGHTS WHATSOEVER UNDER ANY INTELLECTUAL PROPERTY RIGHT OF GENERAL CABLE. AT GENERAL CABLE'S REQUEST, BUYER WILL PROMPTLY RETURN TO GENERAL CABLE OR OTHERWISE DISPOSE OF ALL DRAWINGS, DATA, SPECIFICATIONS OR TECHNICAL INFORMATION WHICH BUYER HAS RECEIVED FROM GENERAL CABLE IN CONNECTION WITH THIS AGREEMENT, INCLUDING DOCUMENTS OR DATA PREPARED BY BUYER USING GENERAL CABLE'S INFORMATION.

15. MISCELLANEOUS:

NEITHER PARTY MAY ASSIGN OR OTHERWISE TRANSFER ITS RIGHTS OR OBLIGATIONS HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER PARTY, ANY ATTEMPT TO ASSIGN OR TRANSFER IN VIOLATION OF THIS PROVISION SHALL BE INVALID.

GENERAL CABLE REQUIRES ETHICAL CONDUCT IN ALL BUSINESS ACTIVITIES AND PRACTICES, INCLUDING PROPER RECORDING AND REPORTING OF ALL TRANSACTIONS AND COMPLIANCE WITH APPLICABLE LAWS.

ANY TERM OR PROVISION OF THIS AGREEMENT WHICH IS INVALID OR UNENFORCEABLE IN ANY JURISDICTION, AS TO SUCH JURISDICTION, SHALL BE INEFFECTIVE TO THE EXTENT OF SUCH INVALIDITY OR UNENFORCEABILITY WITHOUT RENDERING INVALID OR UNENFORCEABLE THE REMAINING TERMS AND PROVISIONS OF THIS AGREEMENT OR AFFECTING THE VALIDITY OR ENFORCEABILITY OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT IN ANY OTHER JURISDICTION.

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NEITHER THIS AGREEMENT NOR ANY OF THE TERMS HEREOF NOR ANY COVENANT OR CONDITION CONTAINED HEREIN MAY BE AVOIDED, CANCELLED, TERMINATED, AMENDED, SUPPLEMENTED, WAIVED OR MODIFIED ORALLY, BUT ONLY BY AN INSTRUMENT IN WRITING SIGNED BY THE PARTY AGAINST WHICH THE ENFORCEMENT OF THE TERMINATION, AMENDMENT, SUPPLEMENT, WAIVER OR MODIFICATION SHALL BE SOUGHT.

16. NON-METAL RAW MATERIAL ESCALATION

STEEL/COMPOUND

GENERAL CABLE AGREES TO NOTIFY BUYER OF PUBLISHED PRICE INCREASES OR DECREASES FROM ITS SUPPLIERS. WHEN SUCH PRICE CHANGES OCCUR, GENERAL CABLE WILL NOTIFY THE BUYER OF THE CHANGE AND CALCULATE NEW PRICING TO TAKE EFFECT ON THE FOLLOWING MONTHS INVOICES.

OTHER RAW MATERIALS AND TRANSPORTATION

IN THE EVENT OF INCREASES SINCE CONTRACT INCEPTION IN COST ELEMENTS, EXCLUDING METALS, STEEL AND \COMPOUND, GENERAL CABLE AND BUYER AGREE TO NEGOTIATE PRICES DURING THE CONTRACT PERIOD. THESE COSTS INCLUDE RAW MATERIAL & TRANSPORTATION. RAW MATERIAL COSTS INCLUDE, BUT ARE NOT LIMITED TO CHEMICALS, WOODEN REELS, METAL STRAND AND TAPES. GENERAL CABLE WILL PROVIDE NO LESS THAN THIRTY (30) DAYS WRITTEN NOTICE OF EACH PRICE INCREASE AND THE NEW PRICES WILL BE EFFECTIVE ON ALL INVOICES FOLLOWING THE 30 DAYS' NOTICE. ALL NOTIFIED CHANGES WILL BE CONSIDERED ACCEPTED BY BUYER UNLESS BUYER OBJECTS IN WRITING BEFORE THE NEW PRICE EFFECTIVE DATE. IN THE UNLIKELY EVENT THE PARTIES CANNOT AGREE ON A PRICE ADJUSTMENT WITHIN 15 DAYS AFTER THE EFFECTIVE DATE, EITHER PARTY MAY TERMINATE THIS AGREEMENT IN WHOLE OR AS TO THE PRODUCT(S) SUBJECT TO SUCH PRICE ADJUSTMENT WITHOUT LIABILITY TO EITHER SIDE UPON THIRTY (30) DAYS WRITTEN NOTICE. IN THE CASE OF TERMINATION, BUYER AGREES TO PURCHASE ANY RAW MATERIAL PURCHASED OR PRODUCTS PROCESSED OR MANUFACTURED IN WHOLE OR PART BY GENERAL CABLE SPECIFICALLY FOR BUYER AT THE NEW PRICES.

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RESOLUTION

BE IT RESOLVED by the Public Utility Board to approve a purchase order agreement with Stuart C. Irby Company for Medium Voltage Cable.

<u>Bid Item #</u>	<u>Description</u>
1	1/0 AWG AL, 15KV, 220mil EPR, Full Neutral
2	750 KCMIL AL, 15kV, 220mil EPR, 1/3 Neutral Cable
4	500 kcmil CU, 15kV, 220mil EPR, Flat Strap Neutral

The base amount of the purchase order agreement to be FIVE HUNDRED SIXTY-NINE THOUSAND FOUR HUNDRED ONE AND 20/100 DOLLARS (\$569,401.20) with Stuart C. Irby Company being lowest responsible bidder and metals escalation and de-escalation will be allowed.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 26th day of March, 2013.

President

Secretary