

**CITY OF RENO
PUBLIC WORKS DEPARTMENT**

CHANGE ORDER # 1

RE: Replacement of Medium Voltage Switchgear-1 at the Truckee Meadows Water Reclamation Facility (TMWRF).

Contract No. I100050-1980

PWP#: PWP-WA-2012-14

TO: Andy Granner President, Auburn Constructors, INC.

The above referenced contract is hereby amended to reflect the following changes to the work to be performed under the above contract:


Section 16000, ELECTRICAL – GENERAL PROVISIONS – The scope of work is revised to include new medium voltage switchgear MVSWGR-1 as shown in the drawings and as described in Division 16 of the specifications.

Contract Amount - Increase the contract amount by the change order amount of \$1,418,025.88 for a total not-to-exceed amount of \$5,053,325.88.

Section 100.19.01 – CONTRACT TIME, TIME OF COMPLETION. The contract time is extended by 170 calendar days for a total contract time of 500 calendar days.

We the undersigned Contractor has given careful consideration of the change proposed and hereby agree, if this proposal is approved, that this document and supporting documents will become part of the Contract, and all provisions of the Contract will apply thereto.

ACCEPTED: Auburn Constructors, Inc.


Andy Granner
President

11-27-12
Date

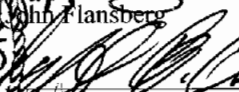
APPROVED: Director of Public Works




John Flansberg

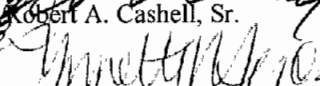
12-12-12
Date

APPROVED: Mayor


Robert A. Cashell, Sr.

12-12-12
Date

ATTEST: City Clerk


Lynnette R. Jones

Date

APPROVED: Mayor, City of Sparks

Geno Martini

Date

ATTEST: Sparks City Clerk

Linda Patterson

Date

APPROVE AS TO FORM:

City Attorney

Date



Electrical Division

CONTRACT CHANGE ORDER

November 19, 2012

Project Name: TMWRF Electrical upgrade 2011

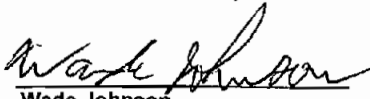
Cost Proposal # 1

Description of Work: FURNISH AND INSTALL NEW MVSWGR-1, 2-3000 AMP BUS DUCTS, 1-1600 AMP BUS DUCT, NETA TESTING, SIESMIC CALCULATIONS, TEMPORARY GENERATORS & FUEL, REMOVAL OF EXISTING ELECTRICAL EQUIPMENT, AND LABOR FOR THE EMERGENCY PLANS & SPECIFICATIONS PER CDM.

Labor Summary	Project Manager	40	\$	110.00	Per Hour		\$	4,400.00
	Field Superintendent	64	\$	90.00	Per Hour		\$	5,760.00
	Foreman	128	\$	64.53	Per Hour	Straight Time	\$	8,259.84
	Foreman	64	\$	96.79	Per Hour	Time & 1/2	\$	6,194.56
	Journeyman	478	\$	62.08	Per Hour	Straight Time	\$	29,674.24
	Journeyman	222	\$	93.12	Per Hour	Time & 1/2	\$	20,672.64
	Overhead & Profit			15%			\$	11,244.19
						Total Labor	\$	86,206.47
Material	Material				Electrical Equipment and materials		\$	579,514.21
	Material				Generator Rental, taxes, fees & delivery		\$	143,103.00
	Material				Generator fuel - approx. 64,000 gallons		\$	237,440.00
	Material				Siesmic calculations, testing & city of sparks permit		\$	18,625.00
	Vehicle (Hours)	192		\$13.50	Per Hour		\$	2,592.00
	Mark-Up		\$	981,274.21	12%		\$	117,752.91
						Total Material	\$	1,099,027.12
Equipment	Equipment Rental						\$	2,100.00
	Mark-Up		\$	2,100.00	12%		\$	252.00
						Total	\$	2,352.00
	Force Account		\$	1,187,584.59	18.00%		\$	213,765.23
	Insurance/Bonding		\$	1,401,349.81	1.19%		\$	16,676.06
						Total Other	\$	16,676.06

Total Amount of change order	\$	1,418,025.88
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Auburn Constructors, Inc.


 Wade Johnson
 Vice President - Electrical Division

NOTES:

THE WORK IS SCHEDULED FOR 2 - 12 HOUR SHIFTS AND 24 HOURS PER DAY TO COMPLETE IN 8 DAYS. THIS CHANGE ORDER WILL REQUIRE A CONTRACT TIME EXTENSION OF 170 CALENDAR DAYS TO COMPLETE.

Qty	Craft@Hours	Unit	Material	Labor	Equipment	Total
TMWRF ELECTRICAL UPGRADE - CHANGE ORDER TO INSTALL NEW MVSWGR-1, 2 - 3000 AMP BUS DUCT & 1 - 1600 AMP BUS DUCT						
EATON POWER EQUIPMENT - GMI IN RENO NV.						
1.00	E1@360.0	E	532,882.00	0.00	0.00	532,882.00
REMOVE AND DISPOSE OF EXISTING ELECTRICAL EQUIPMENT						
1.00	E1@320.0	E	3,000.00	0.00	0.00	3,000.00
GENERATOR RENTALS FOR 8 DAYS FOR ENTIRE PLANT - AGGREKO IN LAS VEGAS NV.						
1.00	E1@24.00	E	0.00	0.00	143,103.00	143,103.00
FUEL FOR GENERATORS - 64,000 GALLONS						
1.00	E1@16.00	E	0.00	0.00	237,440.00	237,440.00
SET UP AND REMOVE GENERATOR CABLES						
1.00	E1@120.0	E	200.00	0.00	0.00	200.00
ANCHOR MVSWGR-1						
1.00	E1@24.00	E	700.00	0.00	0.00	700.00
5KV TESTING - EMERSON TESTING IN SPARKS NV.						
1.00	E1@16.00	E	0.00	0.00	10,225.00	10,225.00
SIEMIC CALCULATIONS - McELHANEY STRUCTURAL ENGINEERS IN RENO NV.						
1.00	E1@4.000	E	0.00	0.00	900.00	900.00
FLOOR MATS FOR SWITCHGEAR						
1.00	E1@.0000	E	1,200.00	0.00	0.00	1,200.00
CITY OF SPARKS PERMIT						
1.00	E1@.0000	E	0.00	0.00	7,500.00	7,500.00
<hr/>						
Total Manhours, Material, Labor, and Equipment:						
	884.0		537,982.00	0.00	399,168.00	937,150.00
Subtotal:						937,150.00
Estimate Total:						937,150.00
7.72% Tax on Materials:						41,532.21
Grand Total:						978,682.21



Grove Madsen Industries

390 East 6th Street
Reno, Nevada 89512

Phone: (775) 322-3400 x 210

Fax: (775) 322-3495

Cell: (775) 240-2526

From: **Rob Lacy, Construction Sales- Grove Madsen Industries**

Attn: **Wade Johnson, Auburn Constructors**

Subject: Truckee Meadows Water Reclamation Facility
Proposed changeout of existing switchgear MVSWGR-1

Grove Madsen is pleased to quote the following:

Credits:

Credit items from initial contract:

1. Deduct for modification material for existing switchgear \$285,000
2. Deduct for labor associated with mounting material in existing gear \$45,796

Initial Contract Total Credit \$330,796

Change order revision:

1. Deduct for breaker testing, and clean up of existing switchgear \$21,986

Sub-total Credit for existing work \$352,782

Adjustment for completed work included as part of the current contract. This work has not yet been billed. This includes engineering service design, submittal preparation, and field data collection. \$26,958

Total Credit for existing work ~~\$325,824~~ —

Credit for this deduct contingent upon a change to add gear as detailed below:

New work associated with change-out of existing Switchgear

1. Qty 2 2,400 Volt 3,000 Amp Segregated Phase bus duct runs to feed from existing transformers to new gear \$152,778
2. New 2,400 Volt Switchgear to match floor plan layout of existing switchgear \$646,918
3. Startup commissioning and testing of new breakers (note- this is to replace startup removed in deducts above).
Recommend 4 additional days of engineering service for startup assistance \$44,026
4. Replace balance of bus run from MV-SWGR1 to MVSWGR-2A \$14,984

Total Price for new equipment \$858,706

Net Price for this change \$532,882

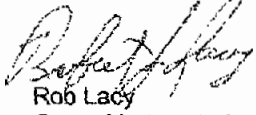
Please note that there are some additional cost items to consider:

1. We are assuming that you will get control power for the switchgear from the new battery rack provided for new MVSWGR-2A. This will require running DC power between the two electrical rooms. If you need a separate battery supply, then it would add \$28,340
2. The new segregated bus may not match the dimensions of the existing bus. You may need to modify the wall penetrations for the new bus duct.
3. The change in switchgear may cause some changes to occur with the short circuit / coordination / arc flash study being provided by CDM. This may involve a cost change for them.

Attached is a copy of Eaton's detailed bill of material for the new switchgear and bus duct.

Please note that lead times are included with their proposal. It should be noted that drawings / on board approval will be ready 8 weeks after receipt of notice to proceed. Lead time for shipment will be 18-20 weeks after approval.

Thank you for your consideration of this proposal,



Rob Lacy
Grove Madsen Industries



Electrical Group

Eaton Corporation
Global Sales & Marketing
1741 E Roseville Pkwy, Suite 400
Roseville, CA 95661
Tel: 916-780-4102
Fax: 916-780-4141
Email: markatownsley@eaton.com

Quotation

Rob Lacy of Grove Madsen Industries
Estimating Dept Reno, NV

For the job known as

TMWRF
MVSWGR-1 Replacement Adder

Date: 10-19-2012
Sent Via: Email

Quote No: SR511013L102
 Fax No:

Alt: 0008
Total Pages: 7

Eaton Corporation is pleased to offer the following Bill of Material for your consideration. The Bill of Material is in accordance with our interpretation of the information used to quote this project, as indicated below. This offer is valid for 30 calendar days and is subject to your approval based upon your acceptance of the Eaton Corp. Selling Policy 25-000.

Schedules are based on current factory loading and could change. Please contact your Eaton Sales Engineer or Distributor if different dates are required. Shipment dates are FOB factory and based on returned Approval Drawings marked "Release for Manufacture".

QTY	Equipment	Approval Drawing Submittal Schedule	Shipment After Approved Release
1	MVA, 5KV Switchgear	8 wks	18-20 wks
3	5KV Non Segregated Busway	4-6 wks	12-14 wks
1	Factory Start-up	3-4 wks	2-3 wks

Job is quoted:

- Per Plan Drawings E-7 and Spec Sections 16345.
- Per Plan Drawings Only - No Specs
- Per Customer's Take Off - Verbal
- Per Customer's Take Off - Written
- Other:

Exceptions and Clarifications as noted.

Unless otherwise noted:

- Fuses, Field Services, Coordination Study, Transformer Lugs & Vibration Mountings are NOT included.
- No Addendum Included.
- Includes Addenda #

Comments: Per customer accepted variances approved for MVSWGR-2A.

Submitted by,
Mark Townsley
Executive Sales Engineer
Corporation
www.eaton.com

Grove Madsen Industries

Rob Lacy

Job Name: TMWRF-MVSWGRI Replacement

Comments & Clarifications

1 MVA 5kV Indoor

Medium Voltage assemblies 2400V, 3-Phase, 3-Wire, 60 Hertz, MVA,

STRUCTURE1 - CELL, 5KV 3000 A

BREAKER COMPARTMENT 50 VCP-W 40KA 3000A

- 1 MOC switch 9 poles (5a / 4b contacts)
- 1 TOC switch 9 poles (4a / 5b contacts)
- 1 Pendant Operated Integrated Electrical Racking
- 1 Breaker Control Switch, Electros witch Series 24
- 1 M22 LED light assembly, qty 2 (red & green)
- 1 Separate Fuse protection for motor, close, and trip ckts
- 2 Relay, Electros witch, LOR Lockout
- 4 Test Switch, ABB, FT-1
- 1 Meter, Multilin, PQM II
- 1 RELAY, MUL, SR350
- 1 Kirk key interlock

STRUCTURE2 - CELL, 5KV 3000 A

BREAKER COMPARTMENT 50 VCP-W 40KA 1200A

- 1 MOC switch 9 poles (5a / 4b contacts)
- 1 TOC switch 9 poles (4a / 5b contacts)
- 1 Pendant Operated Integrated Electrical Racking
- 1 Breaker Control Switch, Electros witch Series 24
- 1 M22 LED light assembly, qty 2 (red & green)
- 1 Separate Fuse protection for motor, close, and trip ckts
- 1 Relay, Electros witch, LOR Lockout
- 2 Test Switch, ABB, FT-1
- 1 Meter, Multilin, PQM II
- 1 RELAY, MUL, SR350

STRUCTURE3 - CELL, 5KV 3000 A

BREAKER COMPARTMENT 50 VCP-W 40KA 1200A

- 1 MOC switch 9 poles (5a / 4b contacts)
- 1 TOC switch 9 poles (4a / 5b contacts)
- 1 Pendant Operated Integrated Electrical Racking
- 1 Breaker Control Switch, Electros witch Series 24
- 1 M22 LED light assembly, qty 2 (red & green)
- 1 Separate Fuse protection for motor, close, and trip ckts
- 1 Relay, Electros witch, LOR Lockout
- 2 Test Switch, ABB, FT-1
- 1 Meter, Multilin, PQM II
- 1 RELAY, MUL, SR350
- 3 CT, single ratio, standard accuracy
- 1 Zero Sequence CT, Std 7.25in ID

BREAKER COMPARTMENT 50 VCP-W 40KA 1200A

- 1 MOC switch 9 poles (5a / 4b contacts)
- 1 TOC switch 9 poles (4a / 5b contacts)
- 1 Pendant Operated Integrated Electrical Racking
- 1 Breaker Control Switch, Electros witch Series 24
- 1 M22 LED light assembly, qty 2 (red & green)
- 1 Separate Fuse protection for motor, close, and trip ckts
- 1 Relay, Electros witch, LOR Lockout
- 2 Test Switch, ABB, FT-1
- 1 Meter, Multilin, PQM II
- 1 RELAY, MUL, SR350

STRUCTURE4 - CELL, 5KV 3000 A

BREAKER COMPARTMENT 50 VCP-W 40KA 1200A

- 1 MOC switch 9 poles (5a / 4b contacts)
- 1 TOC switch 9 poles (4a / 5b contacts)

Grove Madsen Industries

Rob Lacy

Job Name: TMWRF-MVSWGR1 Replacement

Comments & Clarifications

- 1 Pendant Operated Integrated Electrical Racking
 - 1 Breaker Control Switch, Electros witch Series 24
 - 1 M22 LED light assembly, qty 2 (red & green)
 - 1 Separate Fuse protection for motor, close, and trip ckts
 - 1 Relay, Electros witch, LOR Lockout
 - 2 Test Switch, ABB, FT-1
 - 1 Meter, Multilin, PQM II
 - 1 RELAY, MUL, SR350
- PROVISION FOR FUTURE BREAKER 5 KV 1200A
- 1 MOC switch 9 poles (5a / 4b contacts)
 - 1 TOC switch 9 poles (4a / 5b contacts)
 - 1 Pendant Operated Integrated Electrical Racking
 - 1 Breaker Control Switch, Electros witch Series 24
 - 1 M22 LED light assembly, qty 2 (red & green)
 - 1 Separate Fuse protection for motor, close, and trip ckts
- STRUCTURE5 - CELL, 5KV 3000 A
- BREAKER COMPARTMENT 50 VCP-W 40KA 1200A
- 1 MOC switch 9 poles (5a / 4b contacts)
 - 1 TOC switch 9 poles (4a / 5b contacts)
 - 1 Pendant Operated Integrated Electrical Racking
 - 1 Breaker Control Switch, Electros witch Series 24
 - 1 M22 LED light assembly, qty 2 (red & green)
 - 1 Separate Fuse protection for motor, close, and trip ckts
 - 1 Relay, Electros witch, LOR Lockout
 - 2 Test Switch, ABB, FT-1
 - 1 Meter, Multilin, PQM II
 - 1 RELAY, MUL, SR350
- BREAKER COMPARTMENT 50 VCP-W 40KA 1200A
- 1 MOC switch 9 poles (5a / 4b contacts)
 - 1 TOC switch 9 poles (4a / 5b contacts)
 - 1 Pendant Operated Integrated Electrical Racking
 - 1 Breaker Control Switch, Electros witch Series 24
 - 1 M22 LED light assembly, qty 2 (red & green)
 - 1 Separate Fuse protection for motor, close, and trip ckts
 - 1 Relay, Electros witch, LOR Lockout
 - 2 Test Switch, ABB, FT-1
 - 1 Meter, Multilin, PQM II
 - 1 RELAY, MUL, SR350
- STRUCTURE6 - CELL, 5KV 3000 A
- 1 Lower Sectionalizing Bus 3000A
- BREAKER COMPARTMENT 50 VCP-W 40KA 3000A
- 1 MOC switch 9 poles (5a / 4b contacts)
 - 1 TOC switch 9 poles (4a / 5b contacts)
 - 1 Pendant Operated Integrated Electrical Racking
 - 1 Breaker Control Switch, Electros witch Series 24
 - 1 M22 LED light assembly, qty 2 (red & green)
 - 1 Separate Fuse protection for motor, close, and trip ckts
 - 1 Kirk key interlock
- STRUCTURE7 - CELL, 5KV 3000 A
- 1 Lower Vertical Bus 3000A
- BREAKER COMPARTMENT 50 VCP-W 40KA 1200A
- 1 MOC switch 9 poles (5a / 4b contacts)
 - 1 TOC switch 9 poles (4a / 5b contacts)
 - 1 Pendant Operated Integrated Electrical Racking
 - 1 Breaker Control Switch, Electros witch Series 24
 - 1 M22 LED light assembly, qty 2 (red & green)

Grove Madsen Industries

Rob Lacy

Job Name: TMWRF-MVSWGR1 Replacement

Comments & Clarifications

- 1 Separate Fuse protection for motor, close, and trip ckts
- 1 Relay, Electros witch, LOR Lockout
- 2 Test Switch, ABB, FT-1
- 1 Meter, Multilin, PQM II
- 1 RELAY, MUL, SR350
- 3 CT, single ratio, standard accuracy
- 1 Zero Sequence CT, Std 7.25in ID

STRUCTURE8 - CELL, 5KV 3000 A

BREAKER COMPARTMENT 50 VCP-W 40KA 3000A

- 1 MOC switch 9 poles (5a / 4b contacts)
- 1 TOC switch 9 poles (4a / 5b contacts)
- 1 Pendant Operated Integrated Electrical Racking
- 1 Breaker Control Switch, Electros witch Series 24
- 1 M22 LED light assembly, qty 2 (red & green)
- 1 Separate Fuse protection for motor, close, and trip ckts
- 2 Relay, Electros witch, LOR Lockout
- 4 Test Switch, ABB, FT-1
- 1 Meter, Multilin, PQM II
- 1 RELAY, MUL, SR350
- 1 Kirk key interlock

STRUCTURE9 - CELL, 5KV 3000 A

- 1 Lightning arrester distribution class 3 kV - Set of 3
- 1 Surge capacitor 3-phase, 5 kV

BREAKER COMPARTMENT 50 VCP-W 40KA 1200A

- 1 MOC switch 9 poles (5a / 4b contacts)
- 1 TOC switch 9 poles (4a / 5b contacts)
- 1 Pendant Operated Integrated Electrical Racking
- 1 Breaker Control Switch, Electros witch Series 24
- 1 M22 LED light assembly, qty 2 (red & green)
- 1 Separate Fuse protection for motor, close, and trip ckts
- 1 Relay, Electros witch, LOR Lockout
- 2 Test Switch, ABB, FT-1
- 1 Meter, Multilin, PQM II
- 1 RELAY, MUL, SR350

BREAKER COMPARTMENT 50 VCP-W 40KA 1200A

- 1 MOC switch 9 poles (5a / 4b contacts)
- 1 TOC switch 9 poles (4a / 5b contacts)
- 1 Pendant Operated Integrated Electrical Racking
- 1 Breaker Control Switch, Electros witch Series 24
- 1 M22 LED light assembly, qty 2 (red & green)
- 1 Separate Fuse protection for motor, close, and trip ckts
- 1 Relay, Electros witch, LOR Lockout
- 2 Test Switch, ABB, FT-1
- 1 Meter, Multilin, PQM II
- 1 RELAY, MUL, SR350

STRUCTURE10 - CELL, 5KV 3000 A

- 1 Bus duct risers only 3000 Amps
- 1 Upper Vertical Bus 3000A

COMMENTS & EXCEPTIONS

We assume that others will supply the control power to the switchgear line-up.

Comments to Customer Specification No: 16345

Grove Madsen Industries

Rob Lacy

Job Name: TMWRF-MVSWGR1 Replacement

Comments & Clarifications

1.02.D.2 - battery calculations are not considered in this quote and shall be offered by others.

1.02.E - we are providing certified test reports for this quote.

Proposed VCP-W structures are made of formed and bolted covers, and not welded. All doors, floor plates, B-plane barriers, and main bus barriers are made from 11 (0.12" thick) gauge hot rolled, pickled, and oiled sheet steel. Side sheets, roof sheets and end sheets are made from 13 (0.09" thick) gauge hot rolled, pickled, and oiled sheet steel. Rear covers are made from 14 gauge hot rolled, pickled, and oiled sheet steel. Our enclosure meets the requirements of ANSI C37.20.2.

The proposed metal-clad switchgear is designed, manufactured, and tested per latest applicable standards of ANSI, IEEE and NEMA. Compliance with any other standards, codes, or regulations is NOT included.

1.05.C.2 - we are providing an SC Rating of 40ka

1.05.C.3 - The altitude and temperature ranges in the specification constitute an unusual service condition. Per application data booklet 32-265 (March 1996 revision), pages 10 and 11, the switchgear ratings must be multiplied by the appropriate correction factors to obtain modified ratings that meet or exceed the application requirements. Correction factors are not considered in this quote.

1.05.C.5 - we are considering un-equipped spaces for this quote per customer drawings. Provisions for future breakers include rails only.

1.05.D.5 - neither batteries nor battery gear are not considered in this quote and shall be offered by others.

1.05.F - we are providing MUL PQMII meter on this quote for main and feeder breakers.

1.08.C.1.B - we are not offering vacuum bottles as spare item nor spare breakers

1.08.D.6 - neither batteries nor battery gear are not considered in this quote and shall be offered by others.

2.02.G - Surge Arrester is considered for this quote but without a fuse.

2.05 - We are taking complete exception to this section and shall be offered by others.

2.06 - we are providing MUL PQMII meter on this quote for main and feeder breakers.

2.07 - Per specifications all breakers have Multilin Relay 350 as protection.

Designations: MVSWGR-1

Grove Madsen Industries

Rob Lacy

Job Name: TMWRF-MVSWGR1 Replacement

Comments & Clarifications

2 Non Segregated Bus

General Description: Non-Segregated Busway, 3 Phase, 4 Wire, 3000A, 5KV, Steel Housing, 63KA, Insulated, Silver Bus Plating

5KV, 3000A, 63KA Outdoor Duct

Steel Housing

5KV, 3000A, 63KA Ground Bus

5KV, 3000A, 63KA Indoor Duct

3000A Elbow

3000A Switchgear Flange

3000A Transformer Throat

Drain Plug with Breather

Designations: BW-BUS A, BW-BUS B

i Non Segregated Bus

General Description: Non-Segregated Busway, 3 Phase, 4 Wire, 1200A, 5KV, Steel Housing, 63KA, Insulated, Silver Bus Plating

5KV, 3000A, 63KA Indoor Duct

Steel Housing

5KV, 3000A, 63KA Ground Bus

3000A Elbow

3000A Switchgear Flange

Drain Plug with Breather

Designations: BW-MVSWGR-1/MVSWGR-2A

1 Eaton Electrical Startup Services

Customer Specialized scope of work, 1 engineers, 10 on-site testing days, San Francisco, CA

1 E-ESS Office: San Francisco, CA

1 Jobsite: , Reno, Nevada 89512

1 Drive Time: 3.72 Hours

1 8 Hour Days, 5 Days Per Week

Preliminary Schedule (when these services are required):

Describe any special site conditions:

Describe any special testing requirements:

2 Non Segregated Bus

1 MVA 5kV Indoor

Designations: Start-Up

Leadtimes:

MVSWGR

On-Board Approvals -- 8 weeks

Shipment After Approval -- 18-20 weeks

Non Segregated Bus

Approval Drawings -- 4-6 weeks

Shipment After Approval -- 12-14 weeks



11/13/2012 6:38:58 PM

Auburn Constructors, Inc.
730 W. Stadium Lane
Sacramento, CA 95834
Re: Proposal 5636-6187-1
wade@auburnconstructors.com

Attn: Wade Johnson
Phone: (916) 924-0344
Fax: (916) 924-1800
Email:

Dear Wade,

Thank you for your interest in services provided by Aggreko LLC. I am pleased to submit the following proposal, which confirms our pricing and support services. Please keep in mind Aggreko is responsive around the clock to ensure your complete satisfaction.

Overview of Services

Aggreko is pleased to provide Power solutions to the Truckee meadows Water Reclamation Plant for a project shut down in April of 2013. The proposal is to cover power solutions according the information specs and areas provided below.

Nitrification : 900-1000 amps - 75ft cable
Large Stand By Generator
Filter Bldg. 2000 amp main breaker on gen-175ft cable
LVDC 2&3 600-700 amp load.- 300ft cable
Sewage pump #1 622 amps.-50ft cable
Sewage pump #2 622 amps.-75ft cable
LVDC #1 400-500 amps 480/277 4w.-75ft cable
Dewatering Bldg. 1200 amp main breaker-50ft cable
Blower Bldg. 2400 volt emergency supply-

Aggreko will provide equipment to meet these specifications. All final hook ups/ connections to facilities will be down by Client unless otherwise contracted in writing prior to deployment. (Any Fuel, Labor, Freight, Taxes, Service to Generators, Environmental fees) shall be in addition to equipment costs. All equipment will remain on trailers unless otherwise stated before departure. Additional freight charges may apply for off loading. Please see second page for a breakdown of these charges. A signed proposal will need to be initiated prior to Jan 1st 2013 for proper allocation of equipment.

Again, thank you for your interest in Aggreko. Please contact me if you have any questions or comments. I look forward to working with you.

Sincerely,

Eric Bateman
Sales Representative
(702) 232-8364
Aggreko LLC



Pricing

Anticipated Charges:

Qty	Description	Weekly
	Nitrification : 900-1000 amps – 75ft cable Large Stand By Generator Filter Bldg. 2000 amp main breaker on gen-175ft cable LVDC 2&3 600-700 amp load.- 300ft cable Sewage pump #1 622 amps.-50ft cable Sewage pump #2 622 amps.-75ft cable LVDC #1 400-500 amps 480/277 4w.-75ft cable Dewatering Bldg. 1200 amp main breaker-50ft cable Blower Bldg. 2400 volt emergency supply-	\$86,920.00
	Commission/Decommission Labor/8 Days of Stand By Labor – Estimated @ (this includes all set up, teardown, and 8 days of stand by labor)	\$17,831.00

Additional Charges

- Equipment Service @ \$4.75 per operating hour for 1000 kW and 1500 kW Generators
- Equipment Service @ \$3.75 per operating hour for 640 kW and 800 kW Generators
- 1 Enviro @ 5% on selected equipment
- Freight @ 20% plus cost
- Fuel @ cost plus 20% margin
- Applicable Taxes

Fuel - Cost Plus

Aggreko's fleet of engines operate on #2 diesel fuel. Equipment is to be returned with the same fuel level as delivered (generally full unless prohibited by road restrictions). Any fuel furnished by Aggreko will be charged at our cost plus 20% margin. Delivery charges may apply to on-site fueling. Fuel rates may be adjusted during the rental based on fluctuations in market pricing.

Freight - Cost Plus

All related freight charges to deliver the load(s) of equipment and accessories to your site and pick up at the conclusion of the project will be based on our cost plus 20% margin.

Labor - Per Hour

Any set up, tear down or service calls will be charged at the following rates:

* \$ 118.00 per hour straight time (8 AM-5 PM Monday-Friday)

* \$ 177.00 per hour overtime

* \$ 1.50 per mile travel charges, plus tolls (where applicable)

Labor is charged port to port from the nearest Aggreko Service Center.

If an overnight stay is required, lodging and \$65.00 per diem would apply.

If this proposal is accepted for delivery outside of normal business hours, a \$500 mobilization fee will apply. This fee is in addition to any proposed labor and/or freight charges.

Environmental Fee:

An environmental fee of 5% of selected equipment charges will be applied to all invoices. This fee is relative to the disposal of lubricants, anti-freeze, and other environmental waste products.



Secure (FTV):

Aggreko offers optional Secure Fire, Theft and Vandalism Protection (FTV) for the rental equipment included in this proposal, exclusive of accessories, at a cost of 10% of the rental equipment charges per invoice. The terms and conditions of the FTV program are available at <http://www.aggreko.com/NORTHAMERICA/useful-links/terms-of-business.aspx>, to which customer acknowledges and it has access and, if purchased, are incorporated herein by reference. FTV will not be deemed accepted unless the acknowledgment page to this proposal is signed and returned prior to the commencement of the rental with the FTV election option selected.

Equipment Maintenance and Service

All diesel powered Aggreko equipment requires a complete service (oil, oil filters, air filters, fuel filters, etc.) every 250 hours. Aggreko will charge for this service based upon the total number of operating hours at the rates indicated above.

Any additional travel time to and from the job site (beyond the first 60 miles) will be billed at the published labor and mileage rates.

Power Equipment Grounding

In all cases where the customer is connecting and operating the generators, all equipment must be properly grounded in accordance with National Electrical Code and local code requirements prior to start up and shall be the responsibility of customer to verify compliance. The location where grounding rods are to be installed should be properly marked for location of underground utilities and other hazards prior to grounding. Customer acknowledges Aggreko is not familiar with any proposed grounding location(s), the accuracy of relevant markings or existing subsurface hazards. As such, Aggreko does not assume any liability for incorrect or ineffective grounding and customer expressly releases and shall indemnify Aggreko from any liability related thereto, regardless of the party that performs this service.

Terms, Conditions and Customer Responsibilities

- If Aggreko has provided a long-term commitment discount line within this proposal, it is contingent upon your meeting the minimum long term rental duration identified in this proposal and timely paying all invoices within the payment terms. Failure to meet both criteria will result in an automatic revocation of the long term discount retroactive to the start of the rental period. You are then obligated to pay the on-discounted rate within thirty days of your receipt of the adjusted invoice.
- Delivery/Pickup standby time at 105.00 per hour during delays
- Customer responsible for obtaining any relevant operating permits, and shall be liable for any and all penalties, delays and damages caused by its failure to timely obtain all such permits, including reimbursement to Aggreko for any fines paid on Customer's behalf and regardless of the party to which the citation is issued.
- State and local taxes. Tax-exempt customers must supply an exemption certificate
- Any and all required union labor
- Full replacement insurance on equipment (Certificate must be provided prior to delivery)
- All lifting/off-loading of equipment (if applicable)
- All services provided by Aggreko are subject to "Aggreko North America Rental Agreement Terms & Conditions". This document is provided online at: http://www.aggreko.com/NorthAmerica/useful_links/terms_of_business.aspx and are incorporated herein by reference. Alternatively, a copy will be provided upon request. Customer accepts and acknowledges receipt thereof by these methods. Aggreko will accept no alternative terms and conditions.

Important Customer Information

- This proprietary document has been created for Wade Johnson and Auburn Constructors, Inc., it is therefore acknowledged and agreed to honor our proprietary right to the contents of this proposal and therefore not share the ideas or concepts within.
- All monthly pricing based on a 28-day billing cycle.
- Pending further review at the time of order, payment terms are Net 30 from date of invoice.
- All proposals are valid for 15 days and contingent on availability. Acceptance must be provided in writing prior to the end of the valid period.
- Customer must call the local office and get an off rent number to stop the rental. Your rental will continue to bill until you receive an off rent number.
- TAX is NOT included on any Aggreko proposal. A tax exempt certificate is required for those applicable.

If you have any questions, regarding pricing, equipment or any other needs please feel free to contact us.

IMPORTANT!

1. TO PLACE THE ORDER: You must sign and fax the enclosed acceptance page (last page) back to (888) 854-7694. Once this is received, your order will be processed.



2. **PURCHASE ORDER:** If your company uses purchase orders, please attach it to the order.
3. **TAX EXEMPT:** Please forward a copy of your tax exemption certificate, once received it will remain on file for four years for future business. **YOU WILL BE CHARGED APPLICABLE TAX IF THE CERTIFICATE IS NOT RECEIVED PRIOR TO YOUR ACCEPTANCE OF THIS ORDER.**
4. **CERTIFICATE OF INSURANCE:** Please provide an updated copy of your certificate of insurance. Your insurance company will be happy to provide this for you.



Proposal Acceptance Wade Johnson at Auburn Constructors, Inc.

To accept Proposal 5636-6187-1, please complete, sign and return this page:

E-mail: rentalcoordinator-west@aggreko.com or Fax: 1-888-854-7694

Once a signed Proposal Acceptance and hard copy Purchase Order are received, we will process your order.

PAYMENT METHOD

Equipment delivery must be secured with either an approved purchase order or an authorized credit card. Use of a purchase order is contingent upon Aggreko credit approval. If a purchase order is not received prior to the end of the first billing cycle, the billable amount will be charged to the credit card. If credit cannot be established prior to order shipment, advance payment will be required.

- Purchase Order Hard Copy Purchase Order is NOT required for payment.

Purchase Order #: _____ Amount: \$ _____

- Credit Card (MasterCard, Visa, American Express, Discover accepted)

Credit Card #: _____ Expiration Date: _____

Name on Card: _____ Security Code: _____

Billing Address: _____

- Cash (Includes Money Order or Cashier's Check)

If a credit card number is identified above, then Lessee is deemed to have authorized, in advance, payment in full of all amounts as they become due and payable hereunder by charge to the above referenced credit card upon the issuance of a written invoice (without the need for additional signature or written authorization) as Lessee's primary and preferred method of payment. Additionally, Lessee acknowledges that since the Purchase Order amount which may be identified above may not reflect the cost of services to be determined after the commencement of the work, (i.e., freight, fuel, labor, additional rental term, etc.) any amount so stated shall not be deemed a restriction on Aggreko's right to charge Lessee's credit card for continued obligations identified in this Proposal.

BILLING INFORMATION

Customer Billing Name: Auburn Constructors, Inc.

Receive invoices via email: Yes No

If Yes, provide A/P E-mail: _____

Billing Contact: _____

Billing Address: _____

Billing Contact Telephone: _____

Tax Exempt: Yes No

If claiming a tax exemption for this order, a valid Sales Tax Exemption Certificate must be provided to Aggreko prior to the end of the first billing cycle; if a certificate is not received prior to that time, applicable taxes will be charged. If a certificate is provided after the invoice date, the exemption will be reflected in subsequent billings.

Certificate of Liability Insurance: In file ___ To be provided (Aggreko as additional Insured): _____

FTV (Fire, Theft, Vandalism) 10% ("Accept" box must be checked off and form returned for FTV coverage to apply) Yes No

SITE INFORMATION

Site Contact: _____ Site Address: _____

Site Contact Telephone: _____

Delivery Method: Aggreko Delivery Customer Pick-Up

Delivery Date: ____/____/____ Delivery Time: _____

Aggreko Technician Required? Yes No

By signing this Acceptance, I certify that I am authorized to enter into this agreement on behalf of Lessee. I also certify that such acceptance or delivery of Aggreko's rental equipment shall be deemed an acceptance of Aggreko's North American Rental Agreement Terms & Conditions available at www.aggreko.com/NorthAmerica/useful_links/terms_of_business.aspx, to which I acknowledge I have access and are incorporated herein by reference.

Printed Name: _____

Signature: _____ Date: _____

Wade Johnson

From: Paul Anderson <PAnderson@CLTHOMAS.com>
Sent: Wednesday, November 14, 2012 4:36 PM
To: Wade Johnson
Subject: Sparks, NV Waste Treatment Fuel



"COMMITTED TO PROVIDING THE BEST SERVICE IN THE INDUSTRY."

995 South McCarran Blvd. #103
Sparks, NV 89431
Phone: 877-726-0753

Wade,

Per your request, I have listed fuel pricing for generators to be filled onsite at the Sparks, NV waste treatment plant. As we discussed, the fuel market has fluctuated more in the last year than I have seen over the past 15 years, rising to record highs and falling to levels lower than we've seen in a few years. And with that in mind, it is difficult to give you a firm quote for an April 2013 delivery of dyed diesel. What I have done is provided pricing for the last two years along with the current delivered price for dyed diesel. Hopefully this will give you an idea of where the market may be next spring.

April 2011	\$3.71	—
April 2012	\$3.65	—
Nov. 2012	\$3.48	—

The above pricing includes all taxes and fees.

Please contact me should you have any questions!

Paul

QUICK QUOTE # 3168832



Emerson Network Power
Electrical Reliability Services, Inc.
6351 Hinson Street, Suite B
Las Vegas, NV 89118
T (702) 507-0020
F (702) 597-0095
www.ers.assetweb.com

November 13, 2012

Client Name Auburn Constructors
Client Address 730 West Stadium Lane
Sacramento, CA 95834
916-924-0344

Jobsite Name Megger Test 5kV MV Cables
Jobsite Address 11MVVRF 11V5VWGR1
Sparks, NV

Client Contact Wade Johnson
Client Phone 916-924-0344
Client Fax
Client email wade@auburnconstructors.com

Jobsite Contact Same
Contact Phone
Jobsite Phone
Jobsite Fax

SCOPE Provide the following services: Acceptance Maintenance Professional Other

MVSWGR1 - Megger test only 26 5kV MV Cables, scope of work to be done during normal business hours 7am - 3pm Monday

PROJECT COST The services stated above can be performed for: \$10,225.00

Straight Time \$10,225
Sundays & Holidays Weeknight & Saturdays
Time & Material Est.

CLIENT RESPONSIBILITIES

- Client to schedule and pay for required utility outage
- Client to supply all protective device settings (otherwise, devices will be tested and left at the as-found settings)
- Client to provide test power at point of need (120V 10 Amp Standard Housepower)
- Client to provide personnel to aid in placement of test equipment
- The above work shall be in accordance with attached Electrical Reliability Services current Terms & Conditions

FROM

Kevin Cunningham Sales Engineer (702) 597-0020

APPROVAL

Please sign to acknowledge you have read, understand and accept the attached Terms & Conditions and authorize Electrical Reliability Services to proceed with the work outlined above.

Client Approval by: _____ Date: _____ Purchase Order No.: _____

Electrical Reliability Services, Inc. Terms and Conditions

Electrical Reliability Services, Inc. is herein referred to as "Service Provider". The person or entity purchasing services or equipment is herein referred to as "Buyer". These terms and conditions, the attendant quotation or acknowledgment, and all documents incorporated by reference therein, bind the company(s) that issues the quotation or acknowledgement for the provision of electrical testing services to be provided hereunder by Electrical Reliability Services (Service Provider), and the Buyer, (Buyer), and constitute the entire agreement (Agreement) between Service Provider and Buyer regarding such provision of services.

1. ORDER ACCEPTANCE: Performance of any services or the supply of equipment ("services") by Service Provider is expressly conditioned upon the terms and conditions herein. Issuance of an order by Buyer for services or equipment shall constitute Buyer's assent to these terms and conditions and any contrary terms in Buyer's order or otherwise shall not be binding upon Service Provider.

2. PRICES: Prices quoted by Service Provider shall remain in effect for the period stated in Service Provider's written quotation or proposal or, if none is stated, for ninety (90) days after the date of the quotation or proposal. The Buyer shall advise the Service Provider in writing if the Buyer wishes to purchase services or equipment from Service Provider. Service Provider may change prices for services to those in effect at the time an order is received. Prices do not include any sales, use, excise, value added or similar taxes. Taxes shall be the responsibility of Buyer and Service Provider shall include them on all invoices, absent receipt of an appropriate exemption from Buyer.

3. TERMS OF PAYMENT: Buyer shall be billed monthly. Service Provider, at its discretion, may require monthly progress payments for services requiring more than thirty (30) days to complete. Payment terms are net thirty (30) days from date of invoice. Payments not received within thirty (30) days of date of invoice shall be subject to a late payment charge of one and one-half percent (1 1/2%) or the maximum rate allowed by law, whichever is lower, and/or Service Provider may suspend performance of services without liability to Buyer until payment of any overdue amount is made in full, including any interest charge. Service Provider reserves the right to demand different payment terms if Service Provider determines that circumstances warrant such measures. Buyer shall be liable to Service Provider for all expenses relating to the collection of past due amounts.

4. CHANGES: Any changes affecting the Services, or otherwise affecting the scope of work must be accepted by Service Provider and resulting adjustment to price, schedule, or both, mutually agreed in writing.

5. EXCUSE OF PERFORMANCE: Service Provider shall not be liable or responsible for cost, expense, or damage due to a delay in performance of services or other obligations when such delay is due to causes beyond Service Provider's reasonable control, including, but not limited to, natural disasters, acts of government, power failure, acts of God, labor disputes, acts of war, or material or transportation shortage.

6. TERMINATION AND SUSPENSION BY SERVICE PROVIDER: Service Provider may cancel any order or terminate any agreement without liability to Buyer if Buyer fails to meet the conditions specified herein, or if Buyer becomes insolvent or bankrupt. Buyer may cancel orders only upon reasonable advance written notice to Service Provider and upon payment to Service Provider of Service Provider's cancellation charge, which include all costs and expenses incurred by Service Provider in the course of performance under an order or agreement and amounts adequate to cover any commitments made by Service Provider.

7. BUYER RESPONSIBILITIES: Buyer shall provide Service Provider ready access to the site where services are to be performed and adequate workspace and facilities to perform same as provided in these Service Provider terms and conditions. Buyer shall not require Service Provider or its employees, as a condition to site access or otherwise, to further agree or enter into any agreement, which waives, releases, indemnifies or otherwise limits or expands any rights or obligations whatsoever. Any such agreements shall be null and void. Buyer shall inform Service Provider, in writing, at the time of order placement, of any known hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos containing materials, and shall provide Service Provider with any applicable Material Data Safety Sheets regarding same. Buyer shall appoint a representative familiar with the site and the nature of the services to be performed by Service Provider to be present at all times that Service Provider personnel are at the site. Service Provider shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Service Provider access. Buyer personnel shall cooperate with and provide all necessary assistance to Service Provider. Unless otherwise agreed to by Service Provider, Buyer shall arrange for utility outage, site lighting and power as may be needed in the course of Service Provider performance of services. Service Provider shall not be liable or responsible for any work performed by Buyer. Service Provider shall not perform any electrical power switching unless specifically requested by Buyer, and under the supervision of the Buyer. Notwithstanding Buyer's request, Service Provider may refuse to perform power switching, if in the opinion of Service Provider, such action would be unsafe. **IN THE EVENT THAT SERVICE PROVIDER PERFORMS POWER SWITCHING, TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, DEFEND, AND HOLD SERVICE PROVIDER HARMLESS FROM ANY AND ALL LIABILITY, ACTIONS, SUITS, CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES ("LOSSES") ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RESULTING FROM SERVICE PROVIDER'S PERFORMANCE OF POWER SWITCHING, REGARDLESS OF WHETHER THE LOSSES RESULT FROM SERVICE PROVIDER'S NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND WHETHER SOLE, JOINT, OR CONCURRENT) OR GROSS NEGLIGENCE, AND EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, STRICT LIABILITY, OR OTHER LEGAL FAULT OF SERVICE PROVIDER. THIS INDEMNITY SHALL APPLY TO ANY ACTS OR OMISSIONS, WILLFUL MISCONDUCT, OR NEGLIGENT CONDUCT, WHETHER ACTIVE OR PASSIVE, ON THE PART OF EITHER THE SERVICE PROVIDER OR THE BUYER.** If OSHA or any other federal, state or local government, trade association, or contractual regulations or standards require a "safety person" to be on site during the performance of services, or in the event of a trade union jurisdictional dispute where trade union represented personnel are required to assist or stand by during the performance of services by Service Provider, Buyer shall be responsible for providing for and paying for any charge or wages for such person(s), as applicable.

8. HIRING OF EMPLOYEES: Buyer agrees that during the execution of the Services by Service Provider and for a period of twelve (12) months after performance of the services, it will not hire any employee(s) of Service Provider and will not entice or counsel any such employee(s) to leave Service Provider's employ. Buyer agrees that this covenant shall extend to its agents and

affiliates. In the event that an employee of Service Provider is hired or leaves the employ of Service Provider in such circumstances, the Buyer shall pay Service Provider, as compensation for the cost incurred by Service Provider in recruiting and training the employee, the sum equivalent to six (6) months pay for each employee hired from or leaving the employment of Service Provider.

9. GENERAL PROVISIONS: These terms and conditions shall be governed by and performance construed in accordance with the laws of the State of Missouri. If any section or part of these terms and conditions is or becomes illegal, unenforceable or invalid, then such part or section shall be struck and shall not affect the remaining parts or sections. These terms and conditions represent the entire, final and complete agreement between the parties with respect to the subject matter herein and supersede all prior or contemporaneous oral or written communications, representations or agreements relating to this subject. Only a writing signed by both parties may modify these terms and conditions.

10. NUCLEAR AND RELATED APPLICATIONS: GOODS AND SERVICES SOLD HEREUNDER ARE NOT FOR USE IN ANY NUCLEAR AND RELATED APPLICATIONS. Buyer agrees to modify and services with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or user and to defend, indemnify, and hold harmless Service Provider from any claims, losses, suits, judgments and damage, including incidental and consequential damage, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

11. LIMITED WARRANTY: Service Provider warrants to Buyer that the services that it will perform are to be by trained personnel using proper equipment and instrumentation for the particular service. Service Provider warrants that any analysis of data, subsequent recommendations and other services will be in accordance with applicable established industry standards and practices. Service Provider shall warrant the proper performance of the services for a period of one (1) year from the completion of the services. Warranties applicable to third party equipment, parts or materials furnished by Service Provider shall be that of the manufacturer of such equipment, parts or materials and only to the extent assignable to Buyer. EXCEPT AS SPECIFICALLY PROVIDED FOR ABOVE, SERVICE PROVIDER EXTENDS NO WARRANTIES OF ANY KIND FOR THIRD PARTY SERVICES, EQUIPMENT OR MATERIALS, AND SERVICE PROVIDER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO ANY OF THE GOODS OR SERVICES.

These warranties do not extend to any losses or damages due to misuse, accident, abuse, neglect, wear and tear, negligence (other than Service Provider's), unauthorized modifications or alteration, use beyond rate capacity, or improper installation, maintenance or application. To the extent that Buyer or its agents has supplied specifications, information, representations of operating conditions or other data to Service Provider in the selection or design of the equipment and the preparation of Service Provider's quotation, and in the event the actual operating conditions or other conditions differ from those represented by Buyer, and warranties or other provisions contained herein which are affected by such conditions shall be null and void.

If within thirty (30) days after Buyer's discovery of any warranty defects within the warranty period, Buyer notifies Service Provider thereof in writing, Service Provider shall, at its option, repair, correct or replace F.O.B. point of manufacture, or refund the purchase price for that portion of the services or equipment found by Service Provider to be defective. Failure by Buyer to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Buyer's claim for such defects. Equipment repaired or replaced during the warranty period shall be covered by the foregoing warranties for the remainder of the original warranty period or ninety (90) days from the date of shipment, whichever is longer.

12. INSURANCE: Service Provider shall maintain the following insurance or self-insurance coverage: Worker's Compensation in accordance with the statutory requirements of the state in which the work is performed; Employer's Liability with a limit of liability of \$1,000,000 per occurrence for bodily injury by accident or bodily injury by disease; Commercial General Liability (CGL) for bodily injury and property damage with a limit of \$1,000,000 per occurrence and aggregate. CGL includes Contractual Liability. CGL does not include Products and Completed Operations coverage. Automobile Liability Insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$1,000,000. Automobile Liability insurance includes Contractual Liability and Cross Liability, but no special endorsements.

13. INDEMNITY: Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent attributable to others. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: (i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; (ii) given all reasonable information and assistance by the other party; (iii) given full control over any resulting negotiation, arbitration or litigation, or the indemnifying party's obligations herein shall be deemed waived. The indemnification obligations under this section shall survive the termination or expiration of an order or contract between the parties for a period of five (5) years.

14. LIMITATION OF REMEDY AND LIABILITY: SERVICE PROVIDER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR, CORRECTION, REPLACEMENT OR REFUND OF PURCHASE PRICE UNDER THE LIMITED WARRANTY CLAUSE IN SECTION 11, IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SERVICE PROVIDER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE TO BUYER OF THE SERVICES PROVIDED BY SERVICE PROVIDER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL SERVICE PROVIDER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL.

November 13, 2012

Wade Johnson
Auburn Constructors
750 W. Stadium Ln.
Sacramento, CA 95834
By e-mail: wade@auburnconstructors.com

**Re: Structural Services—Truckee Meadows WRF Electrical 2011
Change Order Request 1 for MVSWGR1**

Wade,

This change order request is for additional engineering associated with the seismic calculations of the additional switchgear unit MVSWGR1, which is anticipated to be approximately twice the length of the previous MVSWGR2A. Since these changes will increase our scope of work, we are hereby requesting additional services. I have listed the required changes and associated fees below. All terms of the original project contract will apply.

Additional Service Items: Seismic Calculations for MVSWGR1

Total of additional services for COR 1 \$ 900

Sincerely,

McElhaney Structural Engineers, LLC

Accepted by and date:

Brett A. McElhaney 11/13/12

Brett A. McElhaney, PE, SE
