



City of Sparks
 431 Prater Way
 P.O. Box 857
 Sparks, NV 89432-0857
 Phone: (775) 353-2325 FAX: (775) 353-2399

Purchase Order
 (COPY)

Tax ID#	Page
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**PURCHASE ORDER NUMBER MUST BE REFERENCED
 ON ALL PAPERWORK IN ORDER TO ENSURE PAYMENT.**

Purchase Order No
100007540

AGGREKO, LLC 4611 VANDENBERG DR. NORTH LAS VEGAS, NV 89081	Ship To	Bill To
	Water Reclamation Facility 8500 Clean Water Way Reno, NV 89502	Water Reclamation Facility 8500 Cleanwater Way Reno, NV 89502

Vendor No	Fax#	Payment Terms	FOB Point
310927	888-854-7694	Net 30 days	Freight on Board: Destination
Date of Order	Requestor	Buyer	
September 5, 2012	JERRY KINGERY	Dan Marran (Purchasing Mgr)	

Line	Quantity	Unit	Description	Unit Price	Extension
1	1.0	EA	BACK UP POWER 2MW GENERATOR PACKAGE OPTION 1 2 EA @ \$29540.00 INCLUDES ROUD TRIP FREIGHT, LABOR AND ENVIRONMENTAL FEES. (Purchasing: Return PO to TMWRF)	80,280.00	80,280.00
1	0.0		EMERGENCY PO AUTHORIZED BY CITY MANAGER AND SCHEDULED TO BE RATIFIED BY THE CITY COUNCIL AT MEETING OF SEPTMEBR 24, 2012.	0.00	0.00

"The General Conditions (terms and conditions) that are applicable to this Purchase Order (PO) can be found at the link below unless this PO is pursuant to a specific contract or bid which terms and conditions will govern the aforementioned General Conditions." http://cityofsparks.us/purchasing	PO Total	\$80,280.00
	Authorized Signature	



9/4/2012 7:49:58 PM

Truckee Meadows Water Reclamation Department
8500 Clean Water Way
Reno, NV 89502 - 9574
Re: Proposal 3184-5120-1

Attn: Jerry Kingery
Phone: (775) 861-4127
Fax: (775) 861-4115
Email: jkingery@cityofsparks.us

Dear Ken:

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 a power package that includes the power source, transformer, and cabling to facilitate your supplemental power need at the Truckee Meadows Water Reclamation Plant in Sparks Nevada. The specifications to meet your power requirements are a power source capable of providing 500 amps of 2400 volt about 100 feet away from your distribution panel. Final hookups to your power source will be done by you, or if contracted, a licensed electrician for an additional cost. This quote does not include Labor, Taxes, Freight, Fuel, or Maintenance charges. All these services are additional costs. The project is slated for the 5th of September and to be on rent a minimum of 2 months.

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:

<u>Qty</u>	<u>Description</u>	<u>Monthly</u>
2 Mega Watt Generator Packages		
1	Option 1 – 500 Amp/2400 Volt Power Package Standby Rate Monthly	\$29,540.00
1	Option 2 – 500 Amp/2400 Volt Power Package – Run Rate 24/7 Monthly	\$44,540.00

Additional Charges:

Description

Round Trip Freight – Not to Exceed \$10,000.00

Labor – Not to Exceed \$5,000.00

Additional Estimated Charges:

Environmental Fee @ 5% on Selected Equipment - \$3,100.00 per Month

Equipment Service @ \$5.75 per Operating Hour

Shift Details:

The above items noted with shift rates reflect the following operational shift criteria:

- Single shift allows for up to 8 hours/day, 40 hours/week and 160 hours/month.
- Double shift allows for up to 16 hours/day, 80 hours/week, 320 hours/month and is 1.5 times the single shift rate(s).
- Triple shift allows for unlimited operation and is 2 times the single shift rate(s).

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 35% margin. Delivery charges may apply to on-site fueling. Fuel rates may be adjusted during the rental based on fluctuations in market pricing.

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)

* \$ 177.00.00 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 logged at the end of each billing period.

Equipment Service @ \$5.75 per operating hour.

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 Ken Adams and Truckee Meadows Water Reclamation Department, 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 Ken Adams at Truckee Meadows Water Reclamation Department

To accept Proposal 3184-5120-1, 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: Truckee Meadows Water Reclamation Department

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: _____