

City of Key West 1604 N Roosevelt Blvd Key West Florida Attn: Brett Wright Tel: (727) 742-9278

Email: bwright@cityofkeywest-fl.gov

Aggreko Rep: Joshua Saboe

Date:

Tel: 337-374-3112 Email: josh.saboe@aggreko.com

Proposal #:

P-86219-1

4/3/2019

Dear Brett Wright,

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. Aggreko, LLC is responsive around the clock to ensure your complete satisfaction.

Overview of Services:

Aggreko to provide a generator capable of providing 350 kW at 208v/3ph This package will include 50 ft of cable and is based on standby rating. Aggreko units are equipped with Aggreko Remote Monitoring (ARM) system that transmits real-time data from the equipment to our Remote Operating Center (ROC). Aggreko equipment is monitored 24/7, by a team of qualified technicians, to proactively anticipate, diagnose, and solve any potential equipment issues that might occur, before they occur. Equipment performance, fuel levels, and system alerts will be proactively watched, diagnosed and resolved to ensure maximum uptime. Notifications to customers will be issued via email, mobile app and Aggreko's online portal. Customers can download the Aggreko Remote Monitoring app to remotely monitor any equipment they have on rent.

Aggreko Responsibilities:

- 24/7 emergency call out if equipment is not performing. This is billed on a T & M basis at the rates specified in the additional charges section on page two of this proposal.
- All Service Maintenance. This is billed on a T & M basis at the rates specified in the additional charges section on page two of this proposal.
- 24/7 Remote Monitoring included
- · Providing transportation of equipment to and from jobsite.

Customer Responsibilities:

- · Supplying an electrician to make final tie-ins to the customer's equipment
- · Responsible for operating equipment per Aggreko's instructions
- Providing permits or government certifications that maybe required
- · Making sure equipment is sitting level surface or as close to level as possible
- Setup/Teardown of equipment on jobsite.
- · In charge of making sure the fuel levels are maintained

Upon request, Aggreko can deploy a technician to perform site services, including installation "assistance" and start-up of our equipment. In addition, we will conduct customer orientation on the operational aspects of the rental system. This is billed on a T & M basis at the rates specified in the labor paragraph on page two of this proposal.

Aggreko can also provide a turn-key fueling service upon request. With this fuel program Aggreko will assume all risks and liabilities associated with diesel fuel management: Missed deliveries and unexpected load changes- charges associated with services to restart generator, Fuel spills and recoveries. All of which cause a work stoppage or worse. Aggreko fuel management services eliminate these risks allowing you to concentrate on your core competencies. Aggreko will provide the equipment full of fuel upon delivery. It is the customer's responsibility to return the generator fuel tank full. Should the customer not return the generator fuel tank full, the customer will be charged for fuel at the rates below.

*** Equipment is based on a first come, first serve basis. Aggreko will not reserve equipment without a signed proposal, or purchase order. Freight pricing and equipment availability will be determined upon receipt of a PO/Signed Acceptance and is subject to availability ***

Sincerely, Joshua Saboe



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4/4/2019 Rental Duration: 56 Days **Expected Rental Start:** Expected Rental End: 5/29/2019

Recurring Charges: Rates Reflect Quantities

Qty	Description	Monthly Rate
1	350 kW Temporary Utility Package	
	TOTAL	6,854.60

For additional information on how to reconcile your invoice with your proposal, refer to the Invoice Reconciliation section.

One Time Charges:

Qty	Description	Price (Each)	Total Price
1	Freight - Roundtrip (Estimation/One Time)	2,300.00	2,300.00
	TOTAL		2,300.00

Variable Charges:

Description	Charge Method	Charge
Freight - Delivery (Cost Plus %/Per Transaction)	Per Transaction	10%
Freight - Wait Time (Fixed Rate/Per Hour)	Per Hour	105.00
Fuel - Fuel Service (Cost Plus %/Per Gallon)	Per Gallon	30%
Fuel - Fuel Drop (Fixed Rate/Per Transaction)	Per Drop	150.00
Labor - Service (Fixed Rate/Per Hour)	Per Hour	Straight Time Rate : 134.00 Over Time Rate : 201.00 Double Time Rate : 268.00
Labor - Per Diem (Fixed Rate/Per Day)	Per Day	85.00
Labor - Travel (Fixed Rate/Per Mile)	Per Mile	1.65
Labor - After Hours - Call Out Fee (Fixed Rate/One Time)	One Time	500.00



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CURRENCY - All prices included in this document are reflected in U.S. Dollar

INVOICE RECONCILIATION SHIFT DETAILS: The items noted with shift rates reflect the following operational shift criteria: Standby allows for up to 1 hour/week and 4 hours/month. Single shift allows for up to 8 hours/day, 40 hours/week and 160 hours/month and is the standby rate(s) divided by .75.

Double shift allows for up to 16 hours/day, 80 hours/week, 320 hours/month and is the standby rate(s) divided by .50. Triple shift allows for unlimited operation and is the standby rate(s) divided by .375.

INVOICE RECONCILIATION If actual Rental Duration differs from quoted Rental Duration, refer to the following for invoice calculation:

Day 1 - 2 - The daily rate applies and is 1/3 of the weekly rate.

Day 3 - 7 - The weekly rate applies.

Day 8 - 20 - The daily rate applies and is 1/7 of the weekly rate.

Day 21 - 28 - The monthly rate applies and is 3 times the weekly rate.

After Day 28, the daily rate applies and is 1/28 of monthly rate.

INVOICE RECONCILIATION Labor - Per Hour Straight Time applies from 8 AM - 5 PM, Monday - Friday Double Time applies on Weekends and Holidays

AFTER HOURS FEE To cover the additional cost of labor and third party expenses incurred for equipment preparation and mobilization, an After Hours fee applies to orders executed outside of normal business hours (Monday - Friday 8am - 5pm). If ordered and subsequently canceled, the fee will be charged in addition to any other cancellation charges

COLD WEATHER PROVISION Cold Weather Provision (Low Temperatures between 40° F and - 40° C) Any fuel provided by the customer must be temperature appropriate by using anti-gel fuel additives and/or #1 Diesel fuel. The customer must supply appropriate power to energize cold weather accessories, such as (and not limited to) electric block heaters, trickle chargers, heat tracers and battery heaters. In the event that the customer cannot provide power for the winterization components, Aggreko can provide the power source for an additional fee. Snow removal may be required by the customer to ensure equipment and accessory operation, maintenance and repair. All cold weather issues (undercharged battery, fuel gelling, etc.) that require Aggreko Service Technicians to make repairs, will be billed at the standard labor rates outlined in this proposal. Aggreko offers fuel management services for customers who choose to limit their fuel-related responsibilities. Please contact an Aggreko sales and/or technical representative for more information.

ENVIRONMENTAL FEE An environmental fee of 5% will be charged on all equipment containing fuel, oil, refrigerant, or other fluids, liquids, or gases that could have an environmental impact. This includes generators, transformers, chillers, air conditioners, heaters, compressors, aftercoolers, fuel tanks, all Tier 4 Final diesel equipment, and other similar equipment. Note that if the equipment subject to the fee is also subject to shift rates, the amount of the fee will vary in proportion to the applicable shift rate. The fee is NOT a tax or governmental charge. It is used to help offset expenses incurred operating in an environmentally sound manner. To learn more about the fee, please see the terms and conditions referenced herein or Aggreko's Statement on Environmental Fees, which is available at https://www.aggreko.com/en-us/terms-of-business

EQUIPMENT GROUNDING In all cases where the customer is connecting and operating the equipment, all electrical power producing and/or power consuming machines 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.

EQUIPMENT MAINTENANCE AND SERVICE It is the customer's responsibility to maintain and service equipment during the project term, although, equipment servicing can be performed by Aggreko at an additional charge.

- if the customer elects to service the equipment, proof of service must be provided to Aggreko upon request. Daily inspections of the equipment are also the responsibility of the customer. These checks should also be carried out prior to starting the equipment. The customer is also responsible for providing fuel, coolants, lubricants, and other supplies necessary to operate the equipment

EQUIPMENT MAINTENANCE AND SERVICE All of Aggreko's diesel generators must be serviced every 600 hours.

FILTERS Filters may be required for service and/or maintenance during the duration of the rental.

FREIGHT Charges to deliver and pick up equipment to your site will apply if arranged by Aggreko. Delivery/Pickup standby time may be charged in the event of customer-caused delays. If prepositioning of equipment is required, additional freight charges will apply.

FUEL All diesel-powered equipment will be returned with the same amount of fuel as delivered or will be subject to refueling charges. Aggreko's fleet of diesel engines operates on #2 dieset fuel. Delivery charges for standard on-site fueling may apply. Fuel rates may be adjusted during the rental based on fluctuations in market pricing.

LABOR Customer induced service calls, drive time to and from sites and any chargeable labor will be charged at quoted rates. If an overnight stay is required, lodging and per diem expense will be charged.

IMPORTANT CUSTOMER INFORMATION This proprietary document has been created for City of Key West, Brett Wright, 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 proposals are valid for 30 days and contingent on availability. Acceptance must be provided in writing prior to the end of the valid period

INVOICE INTERVAL All monthly pricing based on a 28 Days billing cycle.

PAYMENT TERMS Payments shall be made Net 30 from date of invoice. However, Aggreko reserves the right to change payment terms based on changes in financial condition or Customer's non-compliance with the stated net payment terms during the rental.

REMOTE MONITORING This service is provided on designated equipment models. If applicable, Aggreko personnel will remotely monitor warning and emergency alarms to minimize downtime, increase reliability and proactively troubleshoot issues in a timely and cost effective manner. Corrective action may include the dispatch of service personnel and/or technical phone support directly to onsite customer contacts. The associated fees will be listed above as "Remote Monitoring Fee" (per unit) or "Remote Monitoring Package" (per site). These rates are based on the availability of cellular service at the jobsite. If cellular connectivity is unavailable, other technology may be available at a rate to be agreed upon in writing by the parties. Response time varies by geography.

TERMS, CONDITIONS AND CUSTOMER RESPONSIBILITIES 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 apply. TAX is NOT included on any Aggreko proposal. A tax exemption certificate is required for those applicable.

Aggreko, LLC Miami USA 3601 NW 123rd Street Miami, Florida 33167-2000 United States Off:1-800-AGGREKO (244-7356) Fax: 1-888-979-8730



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- Any and all required union labor

All lifting/off-loading of equipment (if applicable)

Customer assumes all responsibility and liability for any modifications or damage to foundations, landscaping and structures, permanent or temporary, that are required for the installation, use or decommissioning of Aggreko's equipment and accessories, including any supervision, restoration and any resulting injuries.

- Pre-Delivery Cancellation Fees: If Customer cancels this rental after Aggreko and/or its freight supplier have commenced mobilization but before delivery of the equipment, Customer

shall be responsible for paying Aggreko the freight charge incurred, a reasonable labor charge at the applicable standard, overtime or holiday rate, and, if after regular business hours, an Emergency Opening Fee.

TERMS, CONDITIONS AND CUSTOMER RESPONSIBILITIES Full replacement insurance on equipment (Certificate must be provided prior to delivery)

- All services provided by Aggreko are subject to "Aggreko North America Rental Agreement Terms & Conditions". This document is provided online at https://www.aggreko.com/en-us/ terms-of-business and is 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.

TO PLACE AN ORDER

- 1. Complete, sign, and return the following proposal acceptance page.
- 2. If referencing a purchase order, please provide hard copy.
- 3. If tax exempt, please provide 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 order acceptance.
- 4. Provide a valid certificate of insurance, which can be obtained from your insurance provider.

TO TERMINATE RENTAL

- 1. Call 800-Aggreko (800-244-7356). Aggreko requires a minimum of a 24-hour notice for arranging the decommissioning and return freight. Off hire notifications received after 5pm will be
- acknowledged the following day.

 2. Provide the Rental Agreement Number, a Purchase Order Number, or the Equipment Unit Number. Additionally please provide items to be collected, job location, pickup date/time, site contact person name/phone number, and decommission requirements (including technician, de-fuelling, crane/forklift, and confirmation of freight carrier arrival time for return delivery).
- 3. You will receive a confirmation email within 24hrs to acknowledge your request. If you do not receive this confirmation, please contact your Aggreko Representative. A rental will not be deemed terminated without proof of termination, as set forth above.

Fax: 1-888-979-8730



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Proposal Acceptance Brett Wright at City of Key West To accept Proposal, please complete, sign and return this page:

E-mail: rentalcoordinator-south@aggreko.com or Fax: 1-888-979-8730

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

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PLACE ORDER Equipment delivery must be order is not received prior to be required.	secured with either an approved purchase or the end of the first billing cycle, the billable ar	der or an authorized credit card. Use of a purchase order is contingent upon Aggre nount will be charged to the credit card. If credit cannot be established prior to ord	eko credit approval. If a purchase er shipment, advance payment wil
O Purchase Order Hard Cop	у	O Purchase Order is NOT required for payment.	
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O Credit Card			
If placing an order with a Cre Aggreko representative will o	edit Card, please provide exact name on credi contact you for payment processing.	t card and credit card holder phone number. To ensure secure processing of all cr	edit card transactions, an
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issuance of a written invoi issues payment by check	ce (without the need for additional signature in lieu of payment by credit card for any partic hat since this proposal may not reflect the act stated shall not be deemed a restriction on Ag	fall amounts as they become due and payable hereunder by charge to the above or written authorization) as Customer's primary and preferred method of paymer valuar invoice referenced on the check, then credit card charges shall be reversed ual cost of services to be determined after the commencement of the work. (i.e., f greko's right to charge Customer's credit card for continued obligations identified in	it; provided, however, if Customer after any such check has cleared. reight, fuel, labor, additional rental
BILLING INFORMATION		Customer Billing Name: City of Key West	
Receive invoices via email:	O Yes O No	A/P E-mail:	
		A/P Contact:	
		A/P Contact: A/P Telephone:	
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Eliminate the element of surprise.

The next step in the evolution of Aggreko's equipment diagnostic services, Aggreko Remote Monitoring (ARM) improves uptime and helps our customers keep operations running at peak efficiency.

At Aggreko we recognize the significance of measuring our equipment's performance. ARM is specifically designed to observe and monitor the performance of our equipment on-site and can detect and alert our technicians when unforeseen issues might arise.

- The equipped asset transmits vital information via modem to the diagnostics software installed in our technicians laptop or smartphone.
- While the ARM equipment is on a customer's site, Aggreko is able to directly monitor operations and loads, maintenance requirements, run hours, warning and failure alarms, fuel levels and GPS location,

 ARM indicates when equipment is functioning outside certain parameters.
 These alerts enable Aggreko's technical experts to respond before problems occur, or rapidly deploy their resources to resolve the issue on-site,



Remote Monitoring at your fingertips. Download the Aggreko Remote Monitoring 2.0 mobile app



App Store

Key benefits:

- Maximize uptime
- Get immediate response assistance from Aggreko specialists
- Proactive monitoring helps to minimize risk and resolve issues before incidents occur
- Technicians arrive prepared to immediately fix the problem
- Increase machine productivity
- Improve operational efficiency
- Allows our customers to focus on critical operations

Stay steps ahead of trouble with Aggreko Remote Monitoring



 Equipment monitoring: Aggreko receives equipment notifications.



 Remote diagnostics:
 Alarms enable the Aggreko Service Engineer to identify potential or actual issues.



Personal attention:
 A team member initiates the right response plan for the identified issue.



4. Issue resolution:

Aggreko remotely fixes the problem with the site when possible or dispatches a qualified technician with a thorough understanding of the issue.



Avoid preventable failures:

Early detection and prevention of potential issues means ARM customers avoid problems before they occur.

Maximize uptime:

The ARM solution helps customers maximize efficiency. ARM enables productive work to continue — eliminating potential lost revenue and man-hours.

Accelerate troubleshooting:

ARM software identifies potential or actual problems, allowing the Aggreko team to quickly resolve the issue remotely or, if necessary, via the responding technician.

Right-size equipment:

Aggreko can better ensure that customers have the right size equipment for the job. Undersized equipment is likely to have performance issues; oversized equipment would man unnecessary costs.

Head Offices

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www.aggreko.com

Aggreko operates from more than 200 locations throughout the world. For the location nearest you please go to:
www.aggreko.com/contact

