



AGENDA REPORT

Meeting Date: September 27, 2011

Item Number: D-2

To: Honorable Mayor & City Council

From: Alan Schneider, Director of Project Administration *AS*

Subject: RESOLUTION OF THE COUNCIL OF THE CITY OF BEVERLY HILLS ADOPTING CERTAIN FINDINGS AND AUTHORIZING EXECUTION OF AN ENERGY SERVICE CONTRACT WITH MANSFIELD GAS EQUIPMENT SYSTEMS CORPORATION PURSUANT TO GOVERNMENT CODE SECTION 4217.10 ET SEQ; AND

APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND MANSFIELD GAS EQUIPMENT SYSTEMS CORPORATION FOR THE DESIGN/BUILD OF A CNG REFUELING STATION AT 9333 W. THIRD STREET; AND

APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$1,011,209 TO MANSFIELD GAS EQUIPMENT SYSTEMS CORPORATION FOR THE DESIGN AND CONTRACT WORK

Attachments:

1. Resolution
2. Agreement
3. Categorical Exemption

RECOMMENDATION

Staff recommends that the "City Council move to approve the Resolution adopting certain findings and authorizing the contract with Mansfield Gas Equipment Systems Corporation for the design/build of a compressed natural gas (CNG) fueling facility located in the Public Works yard, in the amount of \$921,209; approve a construction contingency of \$90,000 and delegate the authority to approve change orders to the Director of Public Works & Transportation, as defined in the purchasing ordinance; authorize the City Manager to approve the plans and specifications for the Project with respect to design criteria; and approve a purchase order in the amount of \$1,011,209.

INTRODUCTION

The South Coast Air Quality Management District (SCAQMD) is the air pollution control agency for all of Orange County and the urban portions of Los Angeles, Riverside and San Bernardino counties. Its primary mission is to undertake all necessary steps to protect public health from air pollution. In order to achieve this goal, the SCAQMD developed and adopted an Air Quality Management Plan, which serves as the blueprint to bring the area under its cognizance into compliance with federal and state clean-air standards. One of the key provisions in this plan is the use of alternative fuel (compressed-CNG- or liquefied natural gas, propane, methanol, electricity, fuel cells, or other advanced technologies that do not rely on diesel fuel, and has been certified by the California Air Resources Board - CARB). To enforce the use of alternative fuel, SCAQMD adopted the following regulations, which require public fleet operators to acquire alternative-fuel heavy-duty vehicles when procuring or leasing vehicles to reduce air toxic and criteria pollutant emissions:

- Rule 1196 – Clean On-Road Heavy-Duty Public Fleet Vehicles (Adopted October 2000).
- Rule 1193 – Clean On-Road Residential and Commercial refuse Collection Vehicles (Adopted June 2000).
- Rule 1186.1 – Less-Polluting Sweepers (Adopted August 2000).

After careful consideration of various compliance methodologies for meeting these mandates, staff has determined that the most viable and cost-effective alternative fuel for the City fleet is the CNG. One major advantage of adopting CNG is the close proximity of a gas-supply line to the Fleet Service Center yard. CNG technology for heavy-duty vehicles is the most adopted technology by government agencies; as such, the technology has matured and, more importantly, most of the system's technical shortcomings experienced by early users have already been mitigated. Another critical item considered by staff is the availability of alternate fueling sources in the event that the City CNG plant becomes inoperable. Currently, there are two "*Clean Energy*" stations, within a 5-mile radius of the fleet yard, that already serve as fueling sources for City vehicles with CNG-powered engines.

To provide readily accessible source of CNG for the City's fleet, a fueling station dedicated to CNG is proposed to be located along the western portion of the City's Public Works campus on Foothill Road and Third Street. The proposed agreement with Mansfield Gas Equipment Systems (Mansfield) is for a design-build CNG fueling station.

DISCUSSION

Staff in consultation with Ron Smith, CNG consultant, prepared a Request For Proposal (RFP) for "design-build" concept establishing the basic criteria for the CNG facility, including 20 slow-fill fuel dispensers and 2 fast-fill fuel dispensers. The infrastructure is to be designed by the successful contractor to meet the specified fueling capacities to serve the City's fleet of CNG vehicles. In addition, an automated fuel management system is required to provide accurate accounting and verification of CNG usage.

The RFP was issued to six prospective firms currently developing CNG fueling stations and each firm participated in a site visit and meeting to familiarize themselves with the specifics of the project.

On May 11, 2011, one proposal was received from Mansfield Gas Equipment Systems Corporation. The proposal in the amount of \$921,209 is for complete design and construction services to produce 652.8 gas gallon equivalent of natural gas in the requested 8 hour refueling window. The system is inclusive of all necessary equipment, such a gas dryer, CNG compressor, CNG storage consisting of 2 storage vessels, 20 time fill fueling posts, fast fill hose dispenser and time fill control panel.

Review of the proposal finds that it is fully responsive to the RFP and the qualifications of the firm demonstrates their experience in constructing many similar CNG facilities in the greater Los Angeles County area. The submitted cost is within the estimate for this project and based on information provided by the City's CNG consultant the current market for development of CNG fueling facilities is extremely active resulting in the single proposal received. Staff will provide additional materials at the September 27, 2011 public hearing in response to inquiries from the City Council to address the single proposal received and the fair market price submitted by Mansfield.

Staff recommends that the City enter into the proposed agreement with Mansfield for a design-build CNG fueling station. In addition, a contingency of \$90,000 (approximately 10% of the agreement) is recommended for changes due to unforeseen conditions to complete the work for a total amount of \$1,011,209.

Since this agreement is for design services, it is recommended that the City Manager be authorized to approve the plans and specifications for the Project with respect to design criteria. Such approval is anticipated once the plans and specifications are submitted by Mansfield and reviewed by Community Development, Building & Safety Division for issuance of the building permit.

The Department of Community Development has reviewed the project for environmental impact and concluded that the project qualifies for a categorical exemption under the procedures adopted by the City of Beverly Hills, and no further environmental assessment is necessary.

FISCAL IMPACT

Funding for this work has been budgeted from the fiscal year 2011-12 Capital Improvement Program (CIP) budget for Public Works Yard and Facilities Improvements, project #0894.

In addition, grant funds in the amount of \$300,000 have been approved through a Mobile Source Reduction Committee (MSRC) and will be funded upon completion of the contract work.



David D. Gustavson
Approved By

Attachment 1

RESOLUTION NO. 11-R-

**RESOLUTION OF THE COUNCIL OF THE CITY OF
BEVERLY HILLS ADOPTING CERTAIN FINDINGS AND
AUTHORIZING EXECUTION OF AN ENERGY SERVICE
CONTRACT WITH MANSFIELD GAS EQUIPMENT
SYSTEMS CORPORATION PURSUANT TO GOVERNMENT
CODE SECTION 4217.10 ET SEQ**

The Council of the City of Beverly Hills does resolve as follows:

A. California Government Code sections 4217.10 et seq. authorize cities to enter into energy service contracts for the implementation of energy related improvements if (1) a city finds that it is in the best interest of the city to enter into such energy service contracts, and (2) the anticipated cost to the city for thermal, electrical, or other energy will be less than the anticipated marginal cost to the city of thermal, electrical, or other energy that would have been consumed by the city absent these improvements.

B. On September 20, 2011 the City Council conducted a duly noticed public hearing as required by Government Code section 4217.12.

The Council of the City of Beverly Hills does hereby resolve as follows:

Section 1. The City Council hereby finds that it is in the best interest of the City of Beverly Hills to enter into an energy service contract with Mansfield Gas Equipment Systems Corporation for the design/build of a compressed natural gas (“CNG”) refueling station at 9333 W. Third Street. The anticipated cost to the City for thermal or electrical energy or conservation services provided by the energy conservation facility under the contract will be less than the anticipated marginal cost to the City of thermal, electrical, or other energy that would have been consumed by the City absent these improvements.

Section 2. The City Council hereby authorizes the City Manager or his designee to execute the energy services contract with Mansfield Gas Equipment Systems Corporation and to perform such other tasks as are reasonably necessary for the design/build of a CNG facility in accordance with California Government Code sections 4217.10 et seq.

Section 3. The City Clerk shall certify to the adoption of this resolution and shall cause this resolution and his certification to be entered in the Book of Resolutions of the Council of this City.

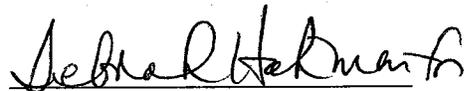
Adopted:

BARRY BRUCKER
Mayor of the City of
Beverly Hills, California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



DAVID D. GUSTAVSON
Director of Public Works & Transportation



SCOTT G. MILLER
Director of Administrative Services/
Chief Financial Officer

Attachment 2

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
MANSFIELD GAS EQUIPMENT SYSTEMS CORPORATION
FOR THE DESIGN/BUILD OF CNG REFUELING STATION

NAME OF CONTRACTOR: Mansfield Gas Equipment Systems Corporation

RESPONSIBLE PRINCIPAL OF CONTRACTOR: J. Alexander, Vice President/Treasurer

CONTRACTOR'S ADDRESS: 1025 Airport Parkway SW
Gainesville, GA 30501

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Alan Schneider
Director of Project Administration

COMMENCEMENT DATE: Upon receipt of a Notice to Proceed

TERMINATION DATE: Upon acceptance of the Work by City

CONSIDERATION: Fixed fee of \$921,209 (includes all applicable sales tax); Preventative Maintenance Services at the option of CITY \$57,193 per year for Years 1 through 5 and \$72,997 per year for Years 6 through 10; and more particularly described in Exhibit B
Contingency: Not to exceed \$90,000.00
Total: Not to exceed \$1,011,209

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
MANSFIELD GAS EQUIPMENT SYSTEMS CORPORATION
FOR THE DESIGN/BUILD OF CNG REFUELING STATION

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Mansfield Gas Equipment Systems Corporation, a _____ corporation (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to hire a contractor to design and build a Compressed Natural Gas ("CNG") Refueling Station ("Project"). CITY requires a complete turnkey operation to include all design, engineering, drawings, plans and specifications necessary for the construction, maintenance and operation of the CNG Refueling Station as described in CITY's Request for Proposals ("RFP") Exhibit A-1, attached hereto and incorporated by reference herein (the "services").

B. This Agreement is an "energy conservation contract", as defined and authorized by California Government Code Section 4217.10, et seq. which allows cities flexibility to enter into such contracts without public bidding if certain findings can be made.

C. California Government Code sections 4217.10 et seq. authorize cities to enter into energy service contracts for the implementation of energy related improvements if (1) a city finds that it is in the best interest of the city to enter into such energy service contracts, and (2) the anticipated cost to the city for thermal, electrical and other energy will be less than the anticipated marginal cost to the city of the thermal, electrical and other energy that would have been consumed by the city absent these improvements.

D. On September 20, 2011 the City Council conducted a duly noticed public hearing as required by Government Code section 4217.12. The City Council found that it is in the best interest of the City to enter into an energy service contract with CONTRACTOR for the design/build of a CNG Refueling Station and the anticipated cost to CITY for energy will be less than the anticipated marginal cost to CITY that would have been consumed absent these improvements.

E. CONTRACTOR represents that it is licensed, qualified and able to perform the services.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Services.

- (a) CONTRACTOR shall perform the services set forth in Exhibit A-1, CITY's RFP, and Exhibit A-2, CONTRACTOR's Scope of Work, including the Conceptual Site Plan (Attachment 1 to Exhibit A-2), in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Services. Any

changes in the Scope of Services by CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Services must be agreed to by both parties in writing.

- (b) With respect to construction of the Project, in addition to the terms set forth in the Agreement, CONTRACTOR shall comply with the terms and conditions attached hereto as Attachment 3 to Exhibit A-1.

Section 2. Time of Performance. CONTRACTOR shall perform the services on or by the Termination Date set forth above. CONTRACTOR shall perform its services in accordance with the project timeline established by the City Manager or his designee. A preliminary schedule is set forth in Exhibit A-3, attached hereto and incorporated herein.

Section 3. Compensation. CITY agrees to compensate CONTRACTOR, and CONTRACTOR agrees to accept in full satisfaction for the services required by this Agreement the Consideration set forth above. Said Consideration shall constitute full payment of CONTRACTOR's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay CONTRACTOR said Consideration in accordance with the schedule of payment, subject to retention, as set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 4. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 5. Assignment. CONTRACTOR shall not assign or attempt to assign any portion of this Agreement without the prior written approval of CITY.

Section 6. Responsible Principal (s)

- (a) The Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without the prior written consent of CITY.
- (b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 7. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's services under this Agreement.

Section 8. Changes to the Scope of Services. CITY may by written notice initiate any change to the scope of services. A corresponding equitable change in the Consideration to be paid pursuant to this Agreement will be made for each change ordered as mutually agreed upon by the parties in writing.

Section 9. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 10. Bonds and Insurance. Prior to the execution of this Agreement, CONTRACTOR shall file with CITY the bonds and certificates of insurance specified herein.

(a) Performance and Payment Bonds. CONTRACTOR shall file with CITY Performance and Payment (Labor and Materials) Bonds on the forms attached hereto and incorporated herein as Appendix A and Appendix B, attached hereto and incorporated herein, in the amount of 100% of the Contract Price

(b) Requirement for acceptance of sureties.

1. The surety on any bond or undertaking must be a corporation authorized by the Insurance Commissioner of the Department of Insurance of the state to transact surety business in the state; and

2. There must be on file with CITY and the City Clerk of the CITY or submitted with the bond, a copy, duly certified by the proper authority and attested by the seal of the corporation, of the transcript or record of appointment entitling or authorizing the person or persons purporting to execute an undertaking or bond for and on behalf of such corporation to act in the premises.

(c) Insurance and Workers' Compensation. CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the CONTRACTOR, his agents, representatives, employees or subcontractors, pursuant to the Agreement. Insurance, together with an endorsement, shall be of the type, in the amounts and subject to the provisions described below.

1. **Commercial general liability** coverage at least as broad as Insurance Services Office Commercial General Liability occurrence coverage ("occurrence" form CG0001, Ed. 11/88) with a limit of not less than \$2,000,000 per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to the Agreement or it shall be at least twice the required per occurrence limit. CONTRACTOR may satisfy this coverage through combination with umbrella policy.

2. **Business automobile liability** insurance at least as broad as Insurance Services office form CA 0001 (Ed. 12/90) covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 (Ed. 12/88) with a limit not less than \$1,000,000 per accident.

1. **Professional liability** insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONTRACTOR agrees to maintain in full force and effect

such insurance, or to provide an extended claims period for at least for one year after performance of work under this Agreement is completed.

2. **Workers Compensation** Insurance as required by the State of California and employers liability insurance with a limit not less than \$1,000,000 per accident. CONTRACTOR shall certify in writing to the following:

"I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this Agreement."

3. **Evidence of Coverage:** Prior to commencement of work under the Agreement, CONTRACTOR shall file certificates of insurance with original endorsements evidencing coverage in compliance with the Agreement and on the proof of insurance form, Appendix C, attached hereto and incorporated herein.

- (i) CONTRACTOR shall provide to CITY, on request, a complete copy, including all endorsements and riders, of any insurance policy.
- (ii) During the term of the Agreement, CONTRACTOR shall maintain current valid proof of insurance coverage, with CITY at all times. Proof of renewals shall be filed prior to expiration of any required coverage and shall be provided on the proof of insurance form, Appendix C hereto.
- (iii) Failure to submit any required evidences of insurance within the required time period shall be cause for termination for default.
- (iv) In the event CONTRACTOR does not maintain current, valid evidence of insurance on file with CITY, CITY may, at its option, withhold payment of any moneys owed to CONTRACTOR, or which it subsequently owes to CONTRACTOR, until proper proof is filed.
- (v) All insurance coverage shall be provided by insurers with a rating of B+;VII, or better in the most recent edition of Best's Key Rating Guide, Property-Casualty Edition.
- (vi) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided or canceled and shall not be reduced in coverage or limits except after 30 days prior written notice provided to CITY. Upon prior request of the carrier, the notice period may be reduced to 10 days in the event of nonpayment of premium.

- (vii) The commercial general and automobile liability policies shall be endorsed to name CITY, its City Council and every officer, agent and employee of CITY as additional insureds with respect to work performed under the Agreement.
- (viii) CONTRACTOR's insurance and any insurance provided in compliance with these specifications shall be primary with respect to any insurance or self-insurance programs covering CITY, its City Council and any officer, agent or employee of CITY.
- (ix) The policies shall require the insurer to waive all rights of subrogation against CITY, its City Council and every officer, agent and employee of CITY, unless otherwise agreed to by CITY's Risk Manager.
- (x) Any deductibles or self-insured retentions shall be declared to and must be approved by CITY.
- (xi) In the event that CONTRACTOR does not provide continuous insurance coverage, CITY shall have the right, but not the obligation, to obtain the required insurance coverage at CONTRACTOR's cost, and CITY may deduct all such costs from moneys CITY owes to the CONTRACTOR or from moneys which it subsequently owes to the CONTRACTOR.

Section 11. Indemnification.

- (a) In connection with its design professional services, and to the maximum extent permitted by law, CONTRACTOR shall hold harmless and indemnify CITY, and its elected officials, officers, employees, servants, designated volunteers, and those CITY agents serving as independent contractors in the role of CITY officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of CONTRACTOR or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.
- (b) In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by paragraphs (a) and (c), and to the maximum extent permitted by law, CONTRACTOR shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of CONTRACTOR or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the

sole negligence or willful misconduct of the CITY, as determined by final arbitration or court decision or by the agreement of the parties. CONTRACTOR shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONTRACTOR's duty to defend pursuant to this Section shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

- (c) With respect to the construction services performed by CONTRACTOR, and to the maximum extent permitted by law, CONTRACTOR agrees to defend, indemnify, and save harmless Indemnitees from and against any and all liabilities, demands, claims, damages, losses, costs and expenses of whatsoever kind or nature, including, but not limited to, any and all direct and indirect cost of defense (including attorney fees and court costs), made against, or incurred or suffered by, any Indemnitees as a direct or indirect consequence of entering into this Agreement or of injury, sickness, or disease, including death, to persons or injury to, or destruction of, property, including, but not limited to, the loss of use of property, and/or the filing of stop notices, resulting directly or indirectly or in any manner connected with or pertaining to any and all operations, and any and all activities, omissions and conditions in any matter connected therewith or pertaining thereto, of CONTRACTOR under this Agreement.

Section 12. Termination.

- (a) CITY may cancel this Agreement at any time upon five (5) days written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.
- (b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid full compensation for all services performed by CONTRACTOR, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, CONTRACTOR shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid CONTRACTOR for the full performance of the services required by this Agreement.

Section 13. Notice. Any notice required to be given to CONTRACTOR shall be deemed duly and properly given upon delivery, if sent to CONTRACTOR postage prepaid to the CONTRACTOR's address set forth above or personally delivered to CONTRACTOR at such address or other address specified to CITY in writing by CONTRACTOR.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally delivered to CITY at such address or other address specified to CONTRACTOR in writing by CITY.

Section 14. In connection with all construction services performed by CONTRACTOR under the Agreement, CONTRACTOR shall comply with CITY's Terms and Conditions, attached hereto and incorporated herein as Attachment 3 to Exhibit A-1.

Section 15. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees, experts' costs, and all other costs of such litigation.

Section 16. Entire Agreement. This Agreement consists of this document, together with all attached exhibits, attachments, addendums, and appendices, each of which is incorporated by reference herein. This Agreement, together with all attached exhibits, attachments, addendums, and appendices, represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 17. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California. Venue for any legal action arising out of this Agreement shall be the Superior Court of the County of Los Angeles, California.

Section 18. Precedence. In the event of any material discrepancy or conflict between the express provisions of this Agreement and the provisions of any document incorporated herein by reference and attached hereto as an exhibit, the provisions of this Agreement shall prevail. With respect to the Scope of Services, if there is a conflict between or among the Exhibit A-1 and Exhibit A-2, Exhibit A-1 (including Attachments 1,2 and 3) shall control.

Section 19. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the ____ day of _____, 20____, at Beverly Hills, California.

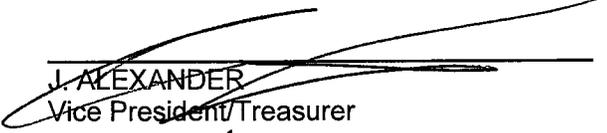
CITY OF BEVERLY HILLS
A Municipal Corporation

BARRY BRUCKER
Mayor of the City of
Beverly Hills, California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

CONTRACTOR: MANSFIELD GAS EQUIPMENT CORPORATION



J. ALEXANDER
Vice President/Treasurer



DOUG HAUGH
Executive Vice President

(two corporate signatures required)

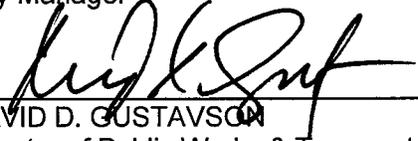
APPROVED AS TO FORM



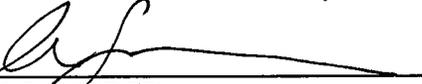
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

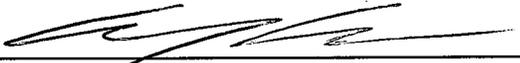
JEFFREY KOLIN
City Manager



DAVID D. GUSTAVSON
Director of Public Works & Transportation



ALAN SCHNEIDER
Director of Project Administration



KARL KIRKMAN
Risk Manager

EXHIBIT A-1
REQUEST FOR PROPOSAL
DETAILED SPECIFICATIONS

IN EVENT OF CONFLICT, THE FOLLOWING SPECIFICATIONS SHALL PREVAIL OVER GENERAL INSTRUCTIONS CONTAINED ELSEWHERE IN THIS BID.

General Specifications

- (a) Proposals shall provide a complete turnkey operation, one that will include all design, engineering, drawings, plans and specifications necessary and relating to the construction, maintenance and operation of the Compressed Natural Gas (CNG) refueling station. The successful Respondent will be responsible for all functions of the project installation including the designing, permitting and construction to meet the CITY's specifications. The successful Respondent must demonstrate experience and reliability in operating CNG stations continuously in the State of California. The successful Respondent must possess a current CONTRACTOR's A license and any professional engineering license at the time of contract award, as required in order to be eligible for the award. Respondents shall provide a list of those CNG refueling stations (and contact information) the Respondent designed, constructed and has successfully maintained CNG refueling stations without any loss days of operation over the last three years.
- (b) Respondents must possess and must submit a site safety plan acceptable to the CITY upon notice of award. Such plan shall detail all proposed and required public safety measures, as well as security measures necessary to prevent vandalism or acts of terror.
- (c) Respondents shall supply a detailed task related scope of work as well as a detailed construction/installation schedule of work to be completed.
- (d) Respondents shall include preliminary drawings or plans of the proposed CNG station along with brochures or cut sheets of the equipment they intend to supply as part of the station. In addition, based upon the internal security of this facility, a list of employees who are anticipated to perform work on this project shall be supplied to the CITY.
- (e) It is the Respondent's responsibility to verify all of the CITY's gas and electrical requirements and supply needs. For purposes of Respondent's submission, Respondent may assume that a gas supply line with adequate pressure (14 to 17 psi) is available within approximately fifty [50] feet of the equipment mounting location from the rear of the building at 345 Foothill Rd. Also for purposes of this specification, the Respondent may assume that existing electrical supply panels provides a 400 amperage service supplying a 480v 3 phase service circuit at the location within approximately two hundred and fifty [250] feet of the equipment mounting location.
- (f) The Successful Respondent shall be responsible for proving to the satisfaction of the CITY and the local fire marshal that the minimum specifications for the CNG facility have been met. The CITY will require the Successful Respondent to execute various inspections and tests, including the documentation of same, prior to accepting the CNG facility as being complete and in compliance with

these specifications, codes, and requirements. Such inspections and tests shall be based upon recommendations by the Successful Respondent, the CITY, as well as the main manufacturers/vendors and accepted industry standards. If the CITY determines that such tests and inspections are not adequate, the CITY has the right to require additional inspections and tests, as it may deem necessary and proper. Neither inspections, witnessing of tests, nor waiving of any such procedure by the CITY, shall release the Successful Respondent, from full responsibility for compliance with equipment, materials and functional performance requirements.

- (g) The Successful Respondent shall warrant its work and the equipment to be free from defects in design, installation, workmanship and construction for a period of one year after acceptance and full payment by the CITY. The Successful Respondent shall also warrant that all components, systems and materials supplied for the construction of the CNG Refueling station be free from defects in design and manufacture for a period of one year commencing with acceptance and full payment by the CITY for the CNG refueling station.
- (h) All warranties that extend beyond the initial year shall be rolled into the maintenance pricing as set forth in the Agreement. Respondents shall include prices to maintain the CNG Refueling station for the first through fifth years and sixth through the ten years as set forth in the Agreement.

CNG System Design - Equipment Specifications

- (i) The CNG Refueling station system must consist of all new equipment throughout. The CNG Refueling station system shall be made up of dual or redundant compressors capable of working in parallel and capable of both time filling as well as fast filling CNG vehicles in conjunction with CITY-furnished, successful Respondent-installed two (2) each 30,000 scf ASME storage vessels or spheres acting in conjunction with a buffer arrangement. The fast fill system shall be capable of filling a vehicle from a fast fill hose dispenser arrangement throughout the day. The time fill system shall be capable of refueling vehicles at night from 10 single hose posts and 5 dual hose dispensers positioned in the current parking stalls for overnight refueling as shown on the attached preliminary drawing. The use of K-rail is not permitted for the mounting of the time fill posts for this application because of the width limitations of the parking area. The time fill system should be capable of dispensing up to 600 gge overnight in a 8 hour window from 9 PM to 5AM. The CNG Refueling station system shall incorporate a time clock to control the fueling event at night to take advantage of off-peak electric rates with a by-pass during the day to allow the use of the fast fill dispenser for emergency refueling or to handle other fleets on a limited fleet basis. The compressors should be electric motor driven operating at 1200 RPM and have a minimum vibration during operations. The fast fill system/dispenser must be capable of delivering 20 gallons through a Sherex type refueling nozzle, temperature compensated at 3,600 psi in the first ten minutes of demand with both the compressors and storage vessels working in combination with each other.
- (j) The time fill posts should be designed for a discharge pressure of 3,600 pounds per square inch (PSI) and mounted with a maximum hose length of 25 feet and include the recoil or retractable pulley arrangement to prevent the hose from lying on the ground and being run over.

- (k) The noise level of the compressor skid and auxiliary equipment mounted on the skid should be no more than 85 dbA ten feet from the skid. The compressors and all related equipment should be housed in an enclosure.
- (l) The successful Respondent must supply and install one [1] fast-fill dispenser arrangement with a minimum of one hose capable of providing fuel up to 3600 psi temperature compensated on a new fueling island to be constructed in the location as shown on the preliminary drawing. The fast fill dispenser shall have a hose with a minimum length of 12 feet and incorporate retractable pulleys to prevent the hose from lying on the ground. Specifically all hoses shall be incorporated with breakaway fittings into the dispensers to avoid inadvertent drive away accidents. The fast fill dispenser also shall be mounted on its own fueling island and protected by cement filled 6" protective bollards in accordance with NFPA -52 safety standards. Also mounted on the fast fill dispenser shall be a digital meter to determine the amount of fuel dispensed for limited fleet use/access.

Fuel quality: Shall meet or exceed SAE J1616 in water vapor and oil vapor content at the fuel dispenser nozzles.

- (m) Site code requirements: Title 8, NFPA 52, California Fire Code Article 52, Piping ANSI B 31.3, Uniform Plumbing Codes and all electrical equipment must comply with NFPA 70 National Electric Code and shall be NEC 1996 or newer rated Class 1, Group D, Division including the deburring of all electrical conduit lines and no more than 360 degree bends in a single run. All applicable local and State of California Codes apply. All equipment including the dual compressor skid, gas dryer, CNG ASME storage vessels and any auxiliary equipment including control panel should be mounted in an area no larger than 60 feet by 40 feet and located north in the parking area designated for the heavy duty vehicles as shown on the preliminary drawing. The fast fill dispenser shall be mounted on the opposite side west of the compressor skid.
- (n) The successful Respondent shall be responsible for erecting a temporary construction fence covering the entire construction area and plates to cover any open trenches during construction.
- (o) The successful Respondent shall
 1. Install mandatory safety equipment required in accordance with the current California Fire Code including portable fire extinguishers at dispensing area, an alarm system including lights for a proper warning system and appropriate signage, along with emergency manual shutdown devices every 75 feet at all dispensing locations including both fast and slow fill posts.
 2. Install sufficient pressure safety relief devices in accordance with NFPA 52 to allow each relief device to be individually isolated for testing or maintenance while maintaining the required pressure relieving capacity.
 3. Supply and install desiccant gas dryer tower on the suction side gas line before the compressors. The media used to absorb moisture shall not remove the gas line odorant. Dryer shall be a Xebec or equal and be sized upon the requirements of the system. The local utility will provide gas service at the meter set assembly at the property line with a pressure range of 14 to 17 psi. It is the responsibility of the successful Respondent

to coordinate all utility side installations, connections and inspections with the appropriate Utility, CITY and Fire Marshal Inspectors and to insure the pressure to be provided by SoCalGas sufficient to operate their equipment.

4. Install proper filtration including both a 3 angstrom mole sieve and coalescing filter on the inlet side of the compressors as well as particulate 0.9 micron absolute filter on the outlet side to eliminate or reduce oil carryover and other particulate matter from the compressors.
5. Supply both low pressure and high pressure piping in accordance with all applicable local and State of California Codes. Install all necessary compressor low-pressure gas supply lines, of proper size and pressure downstream from the gas meter, including any pressure regulators, and attachments per manufactures instructions as necessary, to include any secondary pressure regulators required to regulate any and all appliances which are supplied by the low pressure gas line/meter source. CONTRACTOR shall supply an underground suction side gas inlet lines that shall be PE, 2" diameter. All exposed iron gas pipe shall be painted safety yellow and protected by unistrut or other acceptable method. Plumbing installation shall meet requirements of the 2010 California Plumbing Code. All underground piping and electric conduits shall be placed in trenches at a minimum cover of 24" unless otherwise allowed by code. The CONTRACTOR shall exercise caution in trenching to ensure that the disruption it causes is kept at a minimum. Trench plates or other acceptable temporary trench covering devices may be required at CONTRACTOR expense, since this is an active site with vehicles coming and going out of the public works yard all day long.
6. Place a layer of clean sand at least 3" thick in the bottom of the trench. A second layer of 3" sand shall be placed over the gas pipe and or conduit prior to backfilling or using a slurry mix. Clean dirt free from rocks and debris shall be used to backfill. It may be placed in the trench and compacted to a compaction level of 90% prior to repaving to original conditions. Hot patch method can be utilized if asphalt is used or cement slurry if cementing surface. Underground PE gas pipes shall have a 14ga. wire taped to it for future identification and a yellow gas line caution tape rolled out the length of the trench, 12" below grade.
7. Supply and install all necessary high-pressure plumbing lines from the compressors to the fueling dispensers. These lines shall be of stainless steel, 3/8" diameter, with a .039 wall thickness rated for 4500 psi working pressure or of sufficient size to minimize the pressure drop over the full length of the high pressure lines. And shall incorporate one [1] high pressure line isolation valve and one [1] bleed valve at the dispensers. **All high-pressure plumbing shall be protected from impact by use of unistrut channel or other acceptable means.** High-pressure tubing and fittings can be Hoke or equivalent brand.
8. Supply and install all necessary compressed natural gas refueling safety signage per NFPA 52 2008 latest edition. The successful Respondent shall furnish the following signage: No Smoking, Stop Motor/Ignition Off, Emergency Shut Off, and Gas Isolation Valve and any other safety signage required by the CITY or County Fire Code or by CITY's Fire Chief.

9. Supply and install gas isolation valve at connection to main gas line, and before inline gas dryer towers. Gas dryer towers shall also have an isolation Bypass valve, which will allow Compressors to continue operation while gas dryer may be off line for servicing. Gas dryer should be sized to accept supply gas with a minimum pressure drop. The successful Respondent shall determine the size regulator necessary for each compressor and supply and install same.
10. Furnish a list of all personnel that will be involved with construction of the CNG Refueling station including name and personnel of all subcontractors used in the construction process. The successful Respondent shall also be responsible to insure that each has the necessary tools and equipment to complete the job, including forklifts, tube bending equipment, safety equipment, gas detectors during startup and any other necessary equipment required to complete the job.

Storage system

Two new storage vessels of sphere type design will be supplied by the CITY. The successful Respondent will be responsible for the mounting of these storage vessels next to the compressor skid as shown on the preliminary drawing, Attachment 2, Site Plan, attached hereto and incorporated herein, in a buffer arrangement to maximize the fast filling of natural gas vehicles. The spheres being supplied by the CITY will be approximately 48" in diameter, rated for 5500 psi ASME service with a capacity of 30,000 scf each. The buffer type storage system will be programmed to supplement the compressor system during the fast fill mode.

- Minimum of 5,000 psi design pressure shall be incorporated for CNG storage vessels and shall be so stamped.
- The storage vessels must be new and meet vessel specification as laid out in ASME guidelines Section VIII, Division I.
- The vessel should be equipped with lockable isolation ball valve.
- Storage is to be equipped and orientated for drainage of the vessel.
- Safety relief valves are to be equipped with a lockable service isolation valve and vent stack discharging at a safe distance and height.
- All storage vessels shall have a vertical discharge at minimum of ten feet above ground level and shall be equipped with rain caps, drip pockets, and drain valves.
- Hazardous locations surrounding all equipment shall not encroach upon existing equipment or buildings structures.

Automated fuel management system

The project shall include the following automated fuel management system as part of the CNG Fueling Infrastructure Installation:

Manufacture's Name	Syn-Tech Systems, Inc.
URL	http://www.syntech-fuelmaster.com/default.asp
Management System (Combination)	"FuelMaster 3500 Aim 2" and "Prokee"
Operational Requirements	<ul style="list-style-type: none"> a. Vehicle data acquisition through OBD II interface b. Passive capture of vehicle ID, mileage, date, time, fuel quantity, fuel type, engine hours, PTO hours, etc.. c. Ingress/egress security monitoring via gate control (capable). d. RFID tag-technologies capable for fully automated fueling operation e. Programmable chip-imbedded key with operator interface f. Receipt printing for the CNG fast-fill dispenser. This dispenser will be required to be accessible to the public as stipulated in the Grant contract.

Additionally, the project shall include the replacement of the fuel dispensers. These units are: 4 2-hose diesel dispensers and 2 2-hose gasoline dispensers.

CONTRACTOR shall comply with the clarifications set forth in Addendum No. 1 and Addendum No. 2 attached as Attachments 1 and 2, respectively, to this Exhibit.

CONTRACTOR shall perform all construction services in accordance with CITY's Terms and Conditions as set forth in Attachment 3 to this Exhibit.

CITY OF BEVERLY HILLS
PROJECT ADMINISTRATION DIVISION
DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION
345 FOOTHILL ROAD
BEVERLY HILLS, CALIFORNIA 90210

ADDENDUM NO. 1

**REQUEST FOR PROPOSAL FOR THE DESIGN/BUILD OF A
CNG REFUELING STATION**

PROJECT 11-33

DATE OF ADDENDUM: April 27, 2011

NOTICE TO RESPONDENTS:

The following changes, additions or deletions shall be made to the subject Request For Proposals (RFP) consisting of Sections I through VII, Exhibit 1, Attachment 3 and Exhibits A through F and shall be recognized by all concerned as an incorporated part or parts of the RFP. All other conditions shall remain the same.

In case of conflict between Drawings, Specifications, and this Addendum, this Addendum shall govern.

NOTE: This addendum reflects additional scope and coordination corrections.

Item 1 – Reference Section I – Request for Proposals is amended as follows:

The bid open date shall be extended to Wednesday, May 11, 2011 at 2:00 pm.

Item 2 – Reference Section IV – Detailed Specifications, B. CNG System Design – Equipment Specifications is amended as follows:

Successful respondent shall furnish and install the storage vessels in lieu of City-furnished item. Storage vessels shall meet the specifications described herein. (Alternate equivalent storage vessels that meet the minimum criteria would be considered by City under the design phase of the project).

Compressed Natural Gas Storage Spheres

- 48" Inside Diameter
- 4,000 to 5,000 PSI
- 12,314 scf Capacity

Design Pressure

- Fabricated to ASME Code Section VIII, Division 1 & 2
- 33.5 Cubic Ft.

- Four - 1" NPT Openings
 - Relief Valve/ Drain Valve
- Furnish
- White Epoxy Paint
 - Stenciled "For CNG Only"

Item 3 – Reference Section IV – Detailed Specification, D. Automated Fuel Management System is amended as follows:

Replace existing fuel dispensers (gasoline and Diesel) located at the Central Fueling facility. These units are: two (2) Twin-hose Diesel dispensers and two (2) Twin-hose gasoline dispensers.

- Pumps shall be new and unused. Types and installation of dispensers shall be compliant with every existing regulation applicable for this area and for the City of Beverly Hills’ operation.
- Contractor shall provide updated “Annual Vapor and Leak Monitoring” and “SB989” certifications.
- Fuel dispensers shall be, Gasboy 9153 or 9853 series (Twin-Hose, 1 product), Dresser Wayne Reliance 6200 series or Select Electronic series (Twin-Hose, 1 product), or approved equal.
- For the single hose fast-fill dispenser there will be a single supply line run to the dispenser.

Dispensers will provide limited access to contract public agencies, in addition to City use as determined by the City Council.

Item 4 – Reference Insurance Requirements, page 6 is clarified as follows:

The commercial general liability requirements may be satisfied through a combination of individual policy limits and umbrella coverage.

Item 5 – Reference Section IV – Detailed Specifications, B. CNG System Design – Equipment Specifications is clarified as follows:

The compressor electric motor shall be 1200 RPM, no exceptions.

Item 6 – Reference Section IV – Detailed Specifications, B. CNG System Design – Equipment Specifications, Fast Fill Dispensers is clarified as follows:

The fast fill dispensers shall not be required to be California weights and measures approved, and shall not require credit card vending.

Item 7 – Reference Section IV – Detailed Specifications, B. CNG System Design – Equipment Specifications, (g) is clarified as follows:

Successful respondent shall include in their design-build submission the appropriate size of the tubing to maintain required high-pressure supply to the fueling dispensers.

Item 8 – Reference Section IV – Detailed Specification, D. Automated Fuel Management System is clarified as follows:

The fuel management system in the RFP shall be expected to control all fuel dispensers.

Item 9 – Reference Section IV – Detailed Specification, D. Automated Fuel Management System is clarified as follows:

The gasoline system meets current Phase II EVR compliance requirements.

Item 10 – Reference Section VII – Bid Form is clarified as follows:

Respondents shall submit with the RFP responses a scope of maintenance services proposed under the Maintenance Contract for years 1 through 5 (B) and years 6 through 10 (C).

Item 11 – Reference Section IV – Detailed Specification, A. General Specifications is clarified as follows:

The proposed CNG layout and compound has not been reviewed by the Fire Department nor the Building and Safety Division of Community Services Department. Respondents shall submit proposed based on current codes and regulations for CNG refueling stations. However, should certain existing site conditions require special features required by the local approval agencies, an adjustment to the contract amount shall be executed as appropriate.

Item 12 – Reference Section I – Request For Proposals is amended as follows:

The bid open date shall be extended to Wednesday, May 11, 2011 at 2:00 pm.

Item 13 – Reference Appendices C and F is clarified as follows:

Appendix C – Statement Acknowledging Obligation to Comply with California Labor Law shall be submitted with proposal at the bid opening. Appendix F – Certificate of Insurance shall be submitted only by the successful respondent following the award of contract.

End of Addendum No. 1

**CITY OF BEVERLY HILLS
PROJECT ADMINISTRATION DIVISION
DEPARTMENT OF PUBLIC WORKS & TRANSPORTATION
345 FOOTHILL ROAD
BEVERLY HILLS, CALIFORNIA 90210**

ADDENDUM NO. 2

**REQUEST FOR PROPOSAL FOR THE DESIGN/BUILD OF A
CNG REFUELING STATION**

PROJECT 11-33

DATE OF ADDENDUM: April 28, 2011

NOTICE TO RESPONDENTS:

The following changes, additions or deletions shall be made to the subject Request For Proposals (RFP) consisting of Sections I through VII, Exhibit 1, Attachment 3 and Exhibits A through F and shall be recognized by all concerned as an incorporated part or parts of the RFP. All other conditions shall remain the same.

In case of conflict between Drawings, Specifications, and this Addendum, this Addendum shall govern.

NOTE: This addendum reflects additional scope and coordination corrections.

Item 1 – Reference Section IV – Detailed Specification is clarified as follows:

Clarify whether each compressor alone must be able to produce 157 SCFM to allow for complete redundancy, or if both compressors together should produce 157 SCFM.

Both compressors should provide a combined output of 157 SCFM.

Item 2 – Reference Section IV – Detailed Specification, D. Automated Fuel Management System is clarified as follows:

- A. Please confirm that replacement of these six gasoline and diesel dispensers and their integration with the fuel management system are within the scope of this CNG refueling station project.

Clarified in Addendum #1: two (2) twin-hose Diesel dispensers are needed instead of the original four diesel dispensers. Yes – the fuel dispenser and management system upgrade are integrated in the CNG project.

- B. Two of the diesel dispensers to be replaced are at a different location (fire station). Is this still a requirement since it is at a different facility, and does it require a separate fuel management system to be installed at that facility?

Clarified in Addendum #1: Replacement of the fuel dispensers at the FD was deleted. The diesel pumps located at the FD are also controlled by the same fuel management system.

Item 3 – Reference Section IV – Detailed Specification is clarified as follows:

Based on the requirements of NFPA 52, the CNG equipment must be installed 15 feet away from the parking structure or a methane detection system must be added to the parking structure. Will the city allow a 60' X 40' area of for the CNG equipment compound that begins 15' away from the parking structure?

Will be answered at the design review and approval phase.

Item 4 – Reference Section IV – Detailed Specifications is clarified as follows:

Per NFPA 52 all CNG equipment must be at least 10' from the property line. The City's preliminary design calls for slow fill posts along the west property line. Will the City accept locating these posts 10' in from the property line?

Will be answered at the design review and approval phase.

Item 5 – Reference Section IV – Detailed Specifications is clarified as follows:

The specification states that the contractor will be required to connect to the gas line within 50 feet of the CNG equipment compound. During the job walk, it was discussed that the gas line may be as far as 550 feet from the CNG equipment compound. For pricing purposes, please confirm the expected distance from the gas line connection to the CNG equipment compound.

The closest main distribution line (4" medium pressure) is located on 3rd Street, which is roughly 230 feet away from the proposed CNG site.

Item 6 – Reference Section IV – Detailed Specifications is clarified as follows:

Please confirm that there will be 400 Amps, 480 volt, 3 phase power available 250 feet from the CNG equipment compound.

Will be answered during the design review and approval phase.

Item 7 – Reference Section IV – Detailed Specification, D. Automated Fuel Management System is clarified as follows:

There are two existing fuel management terminals, one on each existing island. Are these two existing fuel management terminals to be replaced with new?

Yes – The existing terminals, or sentry pedestals, may not work with the new fuel management system. If the existing TRAK terminal (Sentry) won't be compatible with the new system, a third terminal may be needed at the FD.

Item 8 – Reference Section IV – Detailed Specification, D. Automated Fuel Management System is clarified as follows:

Is it expected that a third fuel management terminal will be installed with the new CNG dispenser. Please confirm that there are a total of three fuel management terminals to be installed at this location.

There should only be two terminals at the Central Fueling Facility. The CNG-dispenser operation should be controlled by the West-island terminal.

Item 9 – Reference Section VII – Bid Form is clarified as follows:

The pricing sheet requests a maintenance contract. Can the City please define the scope of work for the Maintenance Contract?

Bidder should provide scope of work for the maintenance of the various systems that they're providing.

Item 10 – Reference Section VII – Bid Form is clarified as follows:

Can the maintenance portion be priced as an annual figure, with a CPI index adjustment for inflation?

Part of bidder's maintenance proposal.

Item 11 – Reference Section VII – Bid Form is clarified as follows:

Is the City required to pay sales tax?

Yes – For material and some freight; No – for labor

End of Addendum No. 2

ATTACHMENT 3 TO EXHIBIT A-1

CITY'S TERMS AND CONDITIONS FOR CONSTRUCTION OF CNG REFUELING STATION

For purposes of this Attachment, the term "Contract" shall mean the Agreement.

I. RETENTION: In accordance with the payment procedures in Attachment 1 to Exhibit B, ten percent of any progress payment will be withheld as a retention.

II. PERFORMANCE PERIOD. CONTRACTOR shall commence Work within fifteen (15) business days of receipt of Notice to Proceed from CITY, and CONTRACTOR agrees to complete all Work by April 30, 2012 from the date of Notice to Proceed on September 26, 2011.

A. If all the Contract work is not satisfactorily completed in full within the time specified in this Contract, CITY shall have the right to grant or deny an extension of time for completion.

B. The CONTRACTOR shall not be assessed with liquidated damages during any delay in the completion of the work caused by circumstances beyond the control of CONTRACTOR including, without limitation, acts of God or of the Public Enemy, acts of the State, fire not due to acts of contractors or subcontractors, floods, epidemics, quarantine, restrictions, strikes, freight embargo or unusually or severe weather, or delays of subcontractors due to such causes, provided that the CONTRACTOR shall, within ten (10) days from the beginning of such delay, notify CITY, in writing, of the cause of the delay.

III. LIQUIDATED DAMAGES: Time is of the essence in this Contract. Should CONTRACTOR fail to complete the project, or any part thereof, in the time agreed upon in the Contract or within such extra time as may have been allowed for delays or extensions granted as provided in the Contract, CONTRACTOR shall reimburse CITY for the additional expense and damage for each calendar day that the Contract remains uncompleted after the Contract completion date. It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete the Contract is the per diem rate of \$500.00 per calendar day. Such amount is hereby agreed upon as liquidated damages for the loss to CITY resulting from the failure of CONTRACTOR to complete the project within the allotted time and to the value of the operation of the works dependent thereon.

IV. WORK TO BE PERFORMED.

A. **Scope of Work**. CONTRACTOR shall furnish at CONTRACTOR's own expense all labor, materials, supplies, equipment, tools, parts, implements, transportation and other items of expense necessary for, or appurtenant to, the "Work" and in accordance with the terms and conditions of this Contract. The Work shall be as described in Exhibit A-1, Detailed Specifications, and otherwise as set forth herein.

B. The Work shall be done in accordance with all applicable local, State and federal laws, statutes and regulations and with the provisions of the most current edition of "**STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION**" (commonly known as "the GREEN BOOK") including Supplements, prepared and promulgated by the Southern California Chapter of the American Public Works Association and the Associated General Contractors of California, which specifications are hereinafter referred to as the "Standard Specifications" and are incorporated herein by this reference. In the event of a conflict, the provisions of the Detailed Specifications shall apply and/or shall supersede, as the case may be, provisions of the Standard Specifications.

V. SPECIAL CONDITIONS.

- A. **Storage.** Storage will be limited to the project area.
- B. **Temporary Structures.** CONTRACTOR shall provide all temporary structures, measures, apparatus and services required to prosecute the Work under this Contract.
- C. **Utilities.** All utility service and building system connections or required interruptions shall be coordinated in advance with CITY.
- D. **Trash Removal.** Rubbish, debris, waste, dust or surplus materials shall not be allowed to accumulate and shall be removed continuously and disposed of by the CONTRACTOR as the work progresses. Specific rubbish removal companies are allowed to operate within the CITY, a list of these companies may be obtained by calling the CITY at 310-285-2806.
- E. **Drawings, Warranties and Service Manuals.** CONTRACTOR shall submit as-built drawings, warranties and service manuals upon completion of the work.
- F. **Materials And Workmanship.**
1. CITY shall have the right to inspect any material used. Material furnished shall be new, complete, ready-for-use and of the latest model, shall not have been used in demonstration or other services and shall have all the usual equipment as shown by its manufacturer's current specifications and catalogs, unless otherwise specified. Equipment, supplies or services that fail to comply with the Contract requirements regarding design, material or workmanship may be rejected at the option of CITY. Any materials rejected shall be removed from CITY premises at the CONTRACTOR's sole expense.
 2. All Work must be approved by CITY. For unsatisfactory Work not corrected after providing CONTRACTOR reasonable notice and opportunity to correct same, CITY may, at its option, withhold payment for the unsatisfactory Work, deduct the amount from the invoiced amount, or have the Work corrected by another contractor at CONTRACTOR's cost and expense.
- G. **License And Permits.** Except as provided in this subsection, the CONTRACTOR shall obtain and pay for all permits and licenses required by federal, state or local law, rule or regulation and pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. Costs for obtaining CITY permits required under this Contract will be waived. NOTE: All requirements for obtaining permits (including CITY permits) remain in effect and are not waived; only the costs of CITY permits are waived.
- H. **Changes to the Work.**
1. CITY may by written notice initiate any change within the scope of the Contract. If CONTRACTOR desires to make any change, CONTRACTOR must submit a written request for that change to CITY, but CONTRACTOR may make that change only upon written order of CITY. The changes may or may not result in a change in the amount of Work. When the CONTRACTOR considers that any change order in writing by CITY involves extra work, the CONTRACTOR shall immediately notify CITY in writing as to when and where extra work is to be performed and

shall make claim for compensation each month not later than the first day of the month following that in which the work claimed as extra work was performed. If the changes do, in the opinion of CITY, change the amount of Work, the Contract Price shall be adjusted as "extra work". Any work ordered by CITY shall be performed by CONTRACTOR. Any disputes arising from the changes to the work shall be resolved as set forth in paragraph K of Section VII of this Exhibit.

2. Extra work, when ordered and accepted pursuant to paragraph 1 of this subsection shall be paid for under a written work order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum agreed upon between CONTRACTOR and CITY. All extra work shall be adjusted daily upon report sheets prepared by CITY, furnished to the CONTRACTOR, and signed by both parties, and said daily reports shall be considered thereafter the true record of extra work done.

VI. **BONDS AND INSURANCE.** Prior to the execution of this Contract, CONTRACTOR shall file with CITY the bonds and certificates of insurance specified herein.

A. **Performance and Payment Bonds.** The CONTRACTOR shall file with CITY a Performance and Payment (Labor and Materials) Bonds on the forms attached hereto and incorporated herein as Appendices A and B, respectively, in the amount of 100% of the Contract Price

B. Requirement for acceptance of sureties.

1. The surety on any bond or undertaking must be a corporation authorized by the Insurance Commissioner of the Department of Insurance of the state to transact surety business in the state; and
2. There must be on file with the City Clerk of CITY or submitted with the bond, a copy, duly certified by the proper authority and attested by the seal of the corporation, of the transcript or record of appointment entitling or authorizing the person or persons purporting to execute an undertaking or bond for and on behalf of such corporation to act in the premises.

C. **Insurance and Workers' Compensation.** CONTRACTOR shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the CONTRACTOR, his agents, representatives, employees or subcontractors, pursuant to this Contract. Insurance, together with an endorsement, shall be of the type, in the amounts and subject to the provisions described below.

1. **Commercial general liability** coverage at least as broad as Insurance Services Office Commercial General Liability occurrence coverage ("occurrence" form CG0001, Ed. 11/88) with a limit of not less than \$2,000,000 per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this Contract or it shall be at least twice the required per occurrence limit. Above limit may be satisfied through combination with any umbrella coverage held by CONTRACTOR.
2. **Business automobile liability** insurance at least as broad as Insurance Services office form CA 0001 (Ed. 12/90) covering Automobile Liability, code 1

"any auto" and endorsement CA 0029 (Ed. 12/88) with a limit not less than \$1,000,000 per accident.

3. **Professional liability** insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONTRACTOR agrees to maintain in full force and effect such insurance, or to provide an extended claims period, for one year after performance of work under this Agreement is completed.
4. **Workers Compensation Insurance** as required by the State of California and employers liability insurance with a limit not less than \$1,000,000 per accident. CONTRACTOR shall certify in writing to the following:

"I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this Contract."
5. **Evidence of Coverage:** Prior to commencement of work under this Contract, CONTRACTOR shall file certificates of insurance with original endorsements evidencing coverage in compliance with this Contract and on the proof of insurance form, Appendix C.
6. CONTRACTOR shall provide to CITY, on request, a complete copy, including all endorsements and riders, of any insurance policy.
7. During the term of this Contract, CONTRACTOR shall maintain current valid proof of insurance coverage, with CITY at all times. Proof of renewals shall be filed prior to expiration of any required coverage and shall be provided on the proof of insurance form, Appendix F.
8. Failure to submit any required evidences of insurance within the required time period shall be cause for termination for default.
9. In the event CONTRACTOR does not maintain current, valid evidence of insurance on file with CITY, CITY may, at its option, withhold payment of any moneys owed to Contractor, or which it subsequently owes to CONTRACTOR, until proper proof is filed.
10. All insurance coverage shall be provided by insurers with a rating of B+;VII, or better in the most recent edition of Best's Key Rating Guide, Property-Casualty Edition.
11. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided or canceled and shall not be reduced in coverage or limits except after 30 days prior written notice provided to CITY. Upon prior request of the carrier, the notice period may be reduced to 10 days in the event of nonpayment of premium.
12. The commercial general and automobile liability policies shall name CITY, its City Council and every officer, agent and employee of CITY as additional insureds with respect to work under this agreement.

13. CONTRACTOR's insurance and any insurance provided in compliance with these specifications shall be primary with respect to any insurance or self-insurance programs covering CITY, its City Council and any officer, agent or employee of CITY.
14. The insurer shall agree to waive all rights of subrogation against CITY, its City Council and every officer, agent and employee of CITY.
15. Any deductibles or self-insured retention's shall be declared to and must be approved by CITY.
16. In the event that CONTRACTOR does not provide continuous insurance coverage, CITY shall have the right, but not the obligation, to obtain the required insurance coverage at CONTRACTOR's cost, and CITY may deduct all such costs from moneys CITY owes to the CONTRACTOR or from moneys which it subsequently owes to the CONTRACTOR.

VII. LEGAL RELATIONS AND RESPONSIBILITY TO THE CITY

A. **Laws To Be Observed.** The CONTRACTOR shall be knowledgeable of all existing and pending State and national laws and all municipal ordinances and regulations of the CITY, which in any manner affect those employed in the work, or the material used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having jurisdiction or authority over the same. The CONTRACTOR shall particularly observe all ordinances of the CITY in relation to the obstruction of streets or conduct of the work, keeping open passageways and protecting the same where they are exposed or dangerous to traffic.

B. **Social Security Requirements.** The CONTRACTOR shall furnish to CITY satisfactory evidence that he/she and all subcontractors are complying with all requirements of the Federal and State Social Security legislation. The CONTRACTOR, at any time on request, shall satisfy CITY that the Social Security and Withholding Tax are being properly reported and paid.

C. **Labor Laws and Prevailing Wages.** CONTRACTOR shall comply with and adhere to all applicable labor laws, such as, but not limited to, alien labor, prevailing wages, etc. CONTRACTOR shall comply with the provisions of Sections 1770-1777.5 of the California Labor Code.

1. In accordance with the provisions of Section 1770 et seq., of the Labor Code, the Director of the Department of Industrial Relations of the State of California has ascertained the general prevailing rate of wages applicable to the work to be done under contract for public improvement. The CONTRACTOR shall pay to all employees on the project sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1."
2. CONTRACTOR shall execute simultaneously with the execution of this Contract a statement acknowledging obligation to comply with California Labor Law requirements. That statement is attached as Appendix C and incorporated herein by reference.

D. **Payroll Records.** The CONTRACTOR's attention is directed to Section 1776 of the Labor Code, relating to accurate payroll records, which impose responsibility upon the CONTRACTOR for the maintenance, certification, and availability for inspection of such records for all persons employed by the CONTRACTOR or by the subcontractors in connection with the project. The CONTRACTOR shall agree through the Contract to comply with this section and the remaining provisions of the Labor Code.

E. **Working Hours.** CONTRACTOR's workers and subcontractors employed in the execution of this Contract shall not be required to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, in violation of the provisions of Article 3, Chapter 1, Part 7, Division 2 of the Labor Code (Section 1810 et seq.).

F. **Apprentices.** Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the CONTRACTOR or any subcontractor. The CONTRACTOR and all subcontractors shall comply with the requirements of said sections in the employment of apprentices. Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Department of Industrial Relations, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

G. **Fair Employment Practices/Equal Opportunity Acts.** In the performance of the Work described in this Contract, CONTRACTOR and every supplier of materials and services shall comply with all applicable provisions of the California Fair Employment Practices Act (California Government Code Sections 12940-48) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. §§ 200e-217), whichever is more restrictive.

H. **Registration Of Contractors.** Only a Contractor licensed in accordance with the provisions of Chapter 9, Division 3 of the Business and Professions Code shall be permitted to enter into a contract with the CITY for any public improvement. The CONTRACTOR shall at all times possess a valid California Contractor's License Class A, and any other licenses required by law to perform the work.

I. **Patents and Property Rights.** The CONTRACTOR shall assume all responsibility arising from the use of materials, equipment, devices, or processes that are patented or allegedly patented, and/or that are the subject of intellectual or proprietary property rights, used on or incorporated in the work, and shall defend, indemnify, and hold harmless CITY, and each of its officers, agents, and employees from and against any and all liabilities, demands, claims, damages, losses, costs, and expenses, of whatsoever kind or nature, arising from such use.

J. **Indemnity.** Indemnification as set forth in Section 11 of the Agreement.

K. **Resolution Of Claims And Disputes.** Public Contract Code Section 20104 et seq. applies to this Contract. Those Public Contract Code Sections are incorporated by reference herein. In any arbitration to resolve a dispute relating to or arising out of this Contract, the arbitrator's award shall be supported by law and substantial evidence. The arbitrator shall file a written decision with the court and serve a copy of it on each of the parties. The written decision shall contain a summary of the evidence, reasons underlying the decision, and unless the parties otherwise agree, findings of fact and conclusions of law.

L. **Assignment of Unfair Business Practices.** In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the CONTRACTOR or a subcontractor offers and agrees to assign to CITY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of

Part 2 of Division 7 of the Business and Professions Code), arises from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time CITY tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.

VIII. PROSECUTION AND PROGRESS OF THE WORK

A. **Subletting and Assignment.**

1. The CONTRACTOR shall give personal attention to the fulfillment of this Contract and shall be in control of the work. The CONTRACTOR shall not assign, transfer nor sublet any part of the Work, nor shall the Contract be assigned, transferred, or sublet, in whole or in part, without the written consent of CITY, and of the Surety of the CONTRACTOR's bond, and such consent of Surety, together with a copy of the subcontract, shall be filed with CITY. No assignment, transfer or subletting, even though consented to, shall relieve the CONTRACTOR of liability under the Contract. Subcontractors shall not be recognized as such, and all persons engaged in the project will be considered as employees of the CONTRACTOR, their work being subject to the provisions of the Contract and the specifications. Should any subcontractor fail to perform work to the satisfaction of CITY said subcontractor shall be removed immediately from the project and shall not again be employed on the work, and the CONTRACTOR shall be held liable for the deficient work.
2. CONTRACTOR shall provide a list of all subcontractors performing more than one-half of one percent (1%) of the total contract amount.
3. Any assignment, transfer or subletting of the Contract in violation of this subsection A is null and void.

B. **Character of Workman** - The CONTRACTOR shall employ none but competent foremen, laborers, and mechanics. Any overseer, superintendent, laborer or other person employed on the work by the CONTRACTOR who is intemperate, incompetent, troublesome, or otherwise undesirable, or who fails or refuses to perform the work in the manner specified herein, shall be discharged immediately and such person shall not again be employed on the work.

C. **Agents or Foreperson** - In the absence of the CONTRACTOR from the site of the project, even if such is only of a temporary duration, the CONTRACTOR must provide and leave at the site a competent and reliable agent or foreperson in charge.

D. **Temporary Stoppage Of Construction Activities.** CITY shall have the authority to suspend the Contract work wholly or in part, for such a period of time as it may deem necessary, due to unsuitable weather, or to such other conditions as he considers unfavorable for the proper prosecution of the work, or for such time as he may deem necessary due to failure on the part of the CONTRACTOR to carry out orders or to perform any of the requirements of this Contract. The CONTRACTOR shall immediately comply with such an order from CITY and shall not resume operations until so ordered in writing.

E. **REMOVAL OF DEFECTIVE OF UNAUTHORIZED WORK.** Only first class work, materials, and workmanship will be acceptable. All work which is defective in its construction or deficient in any of the requirements of the specifications shall be remedied, or removed and replaced by the CONTRACTOR in an acceptable manner, and no compensation will be allowed for such correction. Any work done beyond the lines shown on the plans, or any extra work

done without written authority will be considered as unauthorized and will not be paid for. CITY shall have authority to cause defective work to be remedied or removed and replaced, and unauthorized work to be removed, and to deduct the costs thereof from any monies due or to become due the CONTRACTOR.

F. **Supervision.** All manufactured products, materials, and appliances used and installed and all details of the work done shall at all times be subject to the supervision, test, and approval of CITY. CITY shall have access to the work at all times during construction, and shall be furnished with every reasonable facility for securing full knowledge with regard to the progress, workmanship and character of the materials used or employed in the work.

G. **Final Cleaning Up.** Upon completion of the project and before making application to CITY for acceptance of the work, the CONTRACTOR shall clean all the streets and grounds occupied by him in connection with the project, of all rubbish, debris, excess material, temporary structures and equipment, leaving the entire site of the work in a neat presentable condition.

H. **Loss Or Damage.** Any loss or damage arising from any omission or act of the CONTRACTOR or any agent or person employed by him or by any action which had not been authorized in the provisions of the specifications, shall be sustained by the CONTRACTOR.

IX. **SAFETY AND PROTECTION OF WORKERS.** Pursuant to Public Contract Code Section 7104, if any work under this Contract involves digging trenches or other excavations that extend deeper than four feet below the surface:

A. The CONTRACTOR shall promptly, and before the following conditions are disturbed, notify CITY, in writing, of any:

1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated.
3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the Contract.

B. CITY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the Contract.

C. In the event that a dispute arises between CITY and the CONTRACTOR, whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The CONTRACTOR shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

As required by Labor Code Section 6705 and in addition thereto, whenever work under the Contract that involves an estimated expenditure in excess of twenty-five thousand dollars

(\$25,000) for the excavation of any trench or trenches five (5) feet or more in depth, CONTRACTOR shall submit for acceptance by CITY in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by CONTRACTOR, and all costs therefore shall be included in the price of the Contract. Nothing in this provision shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this provision shall be construed to impose tort liability on the CITY or on any CITY officer, agent, consultant, representative, or employee. All plans, processing and shoring costs are CONTRACTOR's responsibility and must be included in CONTRACTOR's bid.

X. THIRD-PARTY CLAIMS

Pursuant to Public Contract Code Section 9201, the CITY has full authority to compromise or otherwise settle any claim relating to this Contract at any time. The CITY shall timely notify CONTRACTOR of the receipt of any third-party claim relating to the Contract. The CITY shall be entitled to recover its reasonable costs incurred in providing the notification required by Public Contract Code Section 9201(b).

XI. LICENSES

CONTRACTOR is aware of California Labor Code Sections 1777.1 and 1777.7, which prohibit CONTRACTOR or any subcontractors who have been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a contractor or subcontractor on a public works project for specified periods of time. [PCCs6109]

EXHIBIT A-2
SCOPE OF SERVICES

**City of Beverly Hills
Compressed Natural Gas Refueling Station
Technical Description
Project 11-33**

CNG Refueling Equipment - Technical Description - 170 SCFM 81.6 GGE/hr CNG System.

The following descriptions and scope of supply for the equipment CONTRACTOR shall provide and install in accordance with the CONCEPTUAL SITE PLAN, attached as Attachment 1 to this Exhibit. This system will produce 652.8 Gas Gallon Equivalent of Natural Gas in the requested 8 hour refueling window.

Gas Dryer

Single tower natural gas dryer with desiccant filled chamber, Dew point monitor, By pass valve system. ASME code vessel ISOMWP, pre and after filtration. Manufactured by GESI/PSB Industries Model # NG-SR-6.5-2.0 DDP. Electrical - 460v/3p/19Fla

CNG Compressor - Qty one skid with one compressor

BF-75 V Series Compressor

Two (2) Knox Western Model BF-50 V Series, 50 HP Electric Motor driven, on a single skid, four (4) stage compressor packages rated at a total of 170 scfm @ 15 psig inlet pressure. Package includes an enclosed skid with remote mounted NEMA 4 control panel with PLC controller for compressor management, motor starters for compressor and cooling fan, Electronic Operator Interface (OIT) and individual main-line breaker/disconnect

Time fill fueling posts, Quantity 10 single hose and 5 Dual Hose

Fill post (powder coated), sleeve mount type, isolation valve, bleed valve, vent stack, fill and vent hose assembly, nozzle NGV 1 Type 2, fill/vent valve, nozzle extension, hose retractor, breakaways, fill hose 20 feet long. Manufactured by GESI

Time fill control panel

Compressed Natural Gas time fill pressure and temperature compensation valve in weatherproof housing, gauges and all required pipe-work. Set to discharge gas at 3600 PSI @ 70°F. Manufactured by GESI

CNG storage

Quantity 2 - Each storage vessel will be supplied for mid and high banks on a cascading style storage system. Each ASME vessel has a capacity of 10,000 SCF @ 5,000 PSI. Total storage capacity 30,000 SCF @ 5,000 PSI. Nominal 48" Diameter Sphere. Manufactured by Allied Equipment

Fast Fill dispenser

Fast fill high hose dispenser, 2 hose 3600 PSI, hose retractor, breakaways, powder coated weatherproof cabinet, back lit displays, pressure gauge, isolation valve, nozzles NGVI Type 1. (lever type) 15 feet hoses rated at 5000 PSI. Manufactured by GESI/ KRAUS.

Priority panel

Three bank mechanical priority panel with vehicle priority. Manufactured by GESI

Preventative Maintenance

At the option of CITY, CONTRACTOR shall perform any or all preventative maintenance services described in Attachment 1 to this Exhibit.

Exceptions:

Any Respondent's exceptions to these terms or conditions or deviations from the written specifications shall be shown in writing and attached to the bid form.

However, such exceptions or deviations may result in bid rejection.

If your response is "NO BID", please explain below:

_____ Please see Attachment #2 for Exceptions _____

COMPANY NAME: Mansfield Gas Equipment Systems Corporation

ADDRESS: 1025 Airport Parkway

CITY, STATE, ZIP CODE: Gainesville, GA, 30501

TELEPHONE NUMBER: (800) 695-6626

BY: J. Alexander
Print Name



Vice President/Treasurer
Title

ATTACHMENT 2 TO EXHIBIT A-2

EXCEPTIONS

The following items pertain to the replacement of the gasoline and diesel dispenser replacement:

- Scope of Work assumes all existing wiring is to be re-used and is in good working order.
- Scope of Work assumes that existing systems meet all current regulatory requirements.
- Scope of Work assumes that all work will be above the shear valve.
- Scope of Work does not include SPCC plan.
- Scope of Work submission includes the cost for the replacement of the two existing fuel management terminals at the central facility. Please note that the existing TRAK terminal (Sentry) won't be compatible with the new system, a third terminal will be needed at the fire department location and is not included in this proposal.

The following pertains to the conversion cost associated with the AIM 2 and Prokee fuel management system:

Not included in this proposal is the cost for the CITY to convert its vehicles to the AIM Fuel Management System. Any additional Prokee fuel management systems needed by the CITY are not included in this Scope of Work.

ATTACHMENT 3 TO EXHIBIT A-2

PREVENTATIVE MAINTENANCE SCOPE OF SUPPLY

THE FOLLOWING DUTIES ARE THE MGES STANDARD FOR PM CONTRACTS

GESI will supply record documents to owner to be retained on site.

NOTE: not all sites have both time fill and fast fill. Record and perform duties as applicable.

1. Inspect record log(s).
2. Perform any tasks listed in log(s).
3. Record all data

COMPRESSOR

4. Record compressor hours.
5. Perform compressor required service per manufacturer's instructions by hours of use. (tasks will vary each month dependent upon hours of use.)
6. Bleed off oil in blow-down vessels.
7. Check oil level(s)
8. Check for oil leaks.
9. Check belt tension. (if applicable)
10. Check all gauge readings and record.
11. Check for gas leaks.
12. Test Emergency Shutdown Device (ESD) switch(s)

GAS (NG) DRYER (regen type)

Perform dryer manufacturers' service per manual. Interval is determined by hours run and dew-point reading. Items include filter change-out, regeneration of desiccant, dew-point sensor calibration etc.

13. Record temperature(s).
14. Check dryer dew-point and record.
15. Bleed off dryer filters. (pre and after)
16. Drain liquid storage tank.
17. Check for gas leaks.
18. General inspection of dryer.
19. Record all data.
20. Fix all and any required maintenance issues.
21. Regen dryer if applicable, this operation requires a 6 hour duty cycle. Overtime may be required when this duty is performed

TIME FILL DISPENSERS/FAST FILL DISPENSER

22. Check for leaks above and below grade.
 23. Inspect hoses.
 24. Check nozzles for wear and lubricate as required.
 25. Connect test vehicle and fuel to check operation of hoses.
 26. Fix all and any required maintenance issues.
- Compressor oil and cleaning supplies are included in pricing. All other parts are billed at vendor pricing with a 15% mark up.
- Labor for maintenance is allowed at 4 hours per monthly visit, additional labor if required will be charged at our standard rate as applicable. (\$99.50 Hour)
- Gas dryer dew point sensor calibration cost is not included.
- Warranty of MGES parts is included. Vendor supplied parts to MGES will be subject to vendor inspection and report

EXHIBIT A-3

Preliminary Project Schedule/Equipment Deliveries

City of Beverly Hills

- Notice to Proceed – 9/26/11
- Equipment Submittal Package – 9/27 – 10/5/11
- Design/Engineering/Permitting – 10/6 – 12/16/11
- Major Equipment Order – 10/6 – 10/7/11
- CNG Infrastructure – 12/19/11 – 2/29/12
- Major Equipment Delivery – 3/1 – 3/7/12
- Mechanical Installation – 3/8 – 4/11/12
- Electrical Installation – 3/8 – 4/11/12
- Equipment Testing – 4/12 – 4/18/12
- Punch List Items – 4/19 – 4/24/12
- Start up and Training Procedures – 4/25 – 4/27/12
- Anticipated Project Completion – 4/30/12

Delivery Schedule for Major Components:

- Compressor – 10 – 12 weeks
- Dryer: - 10 – 12 weeks
- Storage: - 12 – 16 weeks
- Fast Fill Dispenser: - 10 – 12 weeks
- Time Fill Posts: - 8 – 10 weeks

Card Reader: - 8 – 10 weeks

EXHIBIT B

CONSIDERATION AND SCHEDULE OF PAYMENT

Design and Construction of the CNG Refueling Station:

CITY shall compensate CONTRACTOR for satisfactorily performing all services required in connection with the CNG Refueling Station turnkey system described in this Agreement in the amount of Nine Hundred Twenty-One Thousand Two Hundred Nine Dollars (\$921,209.00).

In addition to the amount set forth above, a Contingency amount not to exceed Ninety Thousand Dollars (\$90,000) is established in the event CITY requires CONTRACTOR to perform services outside the Scope of Services set forth in Exhibits A-1 and A-2 of this Agreement. In no event shall the total compensation under the Agreement exceed One Million Eleven Thousand Two Hundred Nine Dollars (\$1,011,209)

Optional Preventative Maintenance of the CNG Refueling Station:

If CITY makes a written request of CONTRACTOR to provide preventative maintenance services as described in Attachment B to Exhibit A-2, CITY shall compensate CONTRACTOR at the following rates:

\$57,193 for Years 1 through 5 of the Agreement.

\$72,997 for Years 6 through 10 of the Agreement.

Schedule of Payment/Payment Procedures:

CONTRACTOR shall submit an itemized statement to CITY on a CITY approved form for CONTRACTOR's services performed, which shall include documentation setting forth in detail a description of the services rendered. CITY shall pay CONTRACTOR the amount of such billing within thirty (30) days of receipt of same.

Payment Procedures for the construction of the CNG Refueling Station shall be as set forth in Attachment 1 to this Exhibit.

ATTACHMENT 1 TO EXHIBIT B
PAYMENT PROCEDURES

1.0 PROGRESS PAYMENTS

- 1.1 Based upon Applications for Payment submitted to the City, the City shall make progress payments on account of the Contract Sum to the Contractor as provided below.
- 1.2 The period covered by each Application for Payment shall be one calendar month.
- 1.3 City shall make payment to the Contractor within thirty (30) days after receipt of a proper Application for Payment.
- 1.4 Each Application for Payment shall be based upon the approved Schedule of Values submitted by the Contractor. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as may be required.
- 1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for payment.
- 1.6 The amount of each progress payment shall be computed as follows:
- 1.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retention of ten percent (10%).
- 1.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the City, suitably stored off the site at a location agreed upon in writing), less retention of ten percent (10%).
- 1.6.3 Subtract the aggregate of previous payments made by the City.
- 1.7 Reduction or limitation of retainage, if any, shall be upon written request by the Contractor. The City, at its discretion, may reduce the total retention withheld or release retention for a specific item of work where extended withholding of retention is not warranted.
- 1.8 Securities may be provided in lieu of retainage as follows:
- 1.8.1 At the request and expense of the Contractor, upon execution of a proper escrow agreement, securities equivalent to the amount withheld shall be deposited with the public agency as the escrow agent, or with a state or federally chartered bank as the escrow agent, and the public agency shall then pay such monies to the Contractor.
- 1.8.2 Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.
- 1.8.3 Securities eligible for investment under this section shall include those listed in Section 16430 of Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City.

1.8.4 The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

1.8.5 The escrow agreement to be used shall be in the form set forth in Public Contract Code Section 22300.

2.0 FINAL PAYMENT

2.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the City to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as agreed to between the City and the Contractor; and (2) a final Certificate for Payment has been submitted by the Contractor and approved by the City; and (3) the work has been accepted by the City Council of the City of Beverly Hills; and (4) a Notice of Completion has been filed. Final payment shall be made by the City not more than forty (40) days after completion of the above, but only to the extent that no stop notices or other requirements to withhold funds are then in effect.

APPENDIX A
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS, the City of Beverly Hills, hereinafter "City", has awarded to

_____ hereinafter designated as "Principal", a Contract for the **CNG REFUELING STATION:**

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, the undersigned Principal, and _____, as Surety, are held and firmly bound unto the City in the sum of: _____ Dollars (\$ _____), this amount being not less than one hundred percent (100%) of the total Contract Sum, for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Principal, its heirs, executors, administrators, successors, assigns, shall in all things stand to and abide by, well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said Contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void, otherwise, it shall be and remain in full force and effect. In case suit is brought upon this bond, the Surety shall pay all court costs and reasonable attorneys' fees to the City in an amount fixed by the court.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents, or of the work to be performed thereunder, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or modification of the Contract Documents or of the work to be performed thereunder. Surety hereby waives the provisions of California Civil Code § 2845 and 2849. The City is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by the Principal and Surety named herein, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

DATED: _____

"PRINCIPAL"

"SURETY"

BY: _____
Its

BY: _____
Its

BY: _____
Its

BY: _____
Its

{ SEAL }

{ SEAL }

NOTE: THIS BOND MUST BE EXECUTED IN DUPLICATE AND DATED ON OR AFTER THE DATE OF CONTRACT EXECUTION. ALL SIGNATURES MUST BE NOTARIZED, AND EVIDENCE OF THE AUTHORITY OF ANY PERSON SIGNING AS ATTORNEY-IN-FACT MUST BE ATTACHED.

APPENDIX B
PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS, the City of Beverly Hills, hereinafter "City", has awarded to

_____ ,
hereinafter designated as "Principal," a Contract for the **CNG REFUELING STATION:**

WHEREAS, said Principal is required under the terms of the Contract and the California Civil Code, to secure the payment of claims of laborers, mechanics, materialmen and other persons, as provided by law;

NOW, THEREFORE, we, the undersigned Principal, and _____,
("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of: Dollars (\$) _____, this amount being not less than one hundred percent (100%) of the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay any of the persons named in Section 3181, of the California Civil Code, or any amounts due under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, the above obligation shall be null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or other assigns in any suit brought upon the bond.

In case suit is brought upon this bond, the said Surety will pay all court costs and reasonable attorneys' fees in an amount to be fixed by the court.

FURTHER the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents, or of the work to be performed thereunder, shall in any way affect the obligations of this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or modification of the Contract Documents or to the work or specifications thereunder. Surety hereby waives the provisions of California Civil Code § 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by the Principal and Surety named herein, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

DATED: _____

"PRINCIPAL"

"SURETY"

BY: _____
Its

BY: _____
Its

BY: _____
Its

BY: _____
Its

{ SEAL }

{ SEAL }

NOTE: THIS BOND MUST BE EXECUTED IN DUPLICATE AND DATED ON OR AFTER THE DATE OF CONTRACT EXECUTION. ALL SIGNATURES MUST BE NOTARIZED, AND EVIDENCE OF THE AUTHORITY OF ANY PERSON SIGNING AS ATTORNEY-IN-FACT MUST BE ATTACHED.

APPENDIX C
CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED (CONTRACTOR)

COMPANIES AFFORDING COVERAGE

- A.
B.
C.

ADDRESS

POLICY NUMBER	COMPANY (A. B. C.)	COVERAGE	EXPIR. DATE	LIMITS		
				B.I.	P.D.	AGGREGATE
		AUTOMOBILE LIABILITY	[]			
		GENERAL LIABILITY	[]			
		PRODUCTS /COMPLETED OPERATIONS	[]			
		BLANKET CONTRACTUAL	[]			
		CONTRACTOR'S PROTECTIVE	[]			
		PERSONAL INJURY	[]			
		OTHER	[]			
		EXCESS LIABILITY	[]			
		WORKERS' COMPENSATION	[]			

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several insureds with respect to claims arising out of the following project:
CNG REFUELING STATION

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insureds is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one insured shall not operate to increase the limit of the company's liability and that insurer waives any right on contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days' written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE _____

BY _____
Authorized Insurance Representative

AGENCY _____

TITLE _____

ADDRESS _____

Attachment 3



BeverlyHills.org

CITY OF BEVERLY HILLS
COMMUNITY DEVELOPMENT DEPARTMENT- PLANNING DIVISION
455 North Rexford Drive
Beverly Hills, CA 90210-4817
(310) 285-1123
FAX: (310) 858-5966

Categorical Exemption

Name of Project: CNG refueling project

Location: 345 North Foothill Boulevard, Beverly Hills, CA

Type of Business (if commercial): N/A; City of Beverly Hills Public Works Building

Project Description: Construction of a Compressed Natural Gas refueling station, including two 30,000 scf ASME storage vessels and a pump island with 10 single hose and 5 dual hose dispensers built in compliance with all applicable National, State and City regulations, including but not limited to electrical, fire, an building codes.

Applicant's Name: City of Beverly Hills Phone: 310-285-1000

Applicant's Address: 455 North Rexford Drive

City: Beverly Hills, CA Zip: 90210

If different, provide:

Agent's Name: Project Administration Phone: 310-285-1132

Agent's Address: 345 Foothill Road

City: Beverly Hills, CA Zip: 90210

The undersigned, having received this project for processing, has reviewed it for environmental impact and concluded that the project qualifies for a categorical exemption under the procedures adopted by the City of Beverly Hills and no further environmental assessment is necessary.

Applicable Exemption Class: Section 15303 (d) of Guidelines

Comments: Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The numbers of structures described in this section are the maximum allowable on any legal parcel. Examples of this exemption include, but are not limited to the construction of a water main, sewage, electrical, gas, and other utility extensions, including street improvements, of reasonable length to serve such construction, similar to this project.

Reviewed by: David Reyes

Date: September 14, 2011