

**THIS AMENDED AND RESTATED DESIGN-BUILD
AGREEMENT FOR CNG STATION WITH OPAL FUELS STATION SERVICES**

THIS AMENDED AND RESTATED DESIGN-BUILD AGREEMENT (“Agreement”) is entered into this 20th day of December 2022 (the “Effective Date”), by and between OPAL Fuels Station Services LLC (Formerly TruStar Energy, LLC) (“Contractor”), and the City of Santa Ana, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. The City desires to retain a contractor having special skill and knowledge to design, build and maintain a new CNG station to be located at 215 South Center St, Santa Ana, CA 92703 (“Project”).
- B. For this purpose, the City issued Request for Proposal No. 20-095, by which the City invited proposals for the Project. Following evaluation by the City of all the proposals that were submitted, Contractor was selected to complete the Project.
- C. On August 17, 2021, the City entered into Agreement #A-2021-147 (“Original Agreement”) with TruStar Energy, LLC to provide Design, Engineering, Equipment, Construction and Commissioning for a turnkey CNG Station.
- D. In 2022, TruStar Energy, LLC changed its name to OPAL Fuels Station Services LLC.
- E. Pursuant to the Original Agreement, the Project was to be designed and constructed in a two-phase approach given that the City had only secured funding for design (Phase 1), but had not secured funding for construction (Phase 2), which includes the equipment procurement, installation of said equipment and construction of the project.
- F. The City has secured full funding for the both phases of the Project, which will allow greater flexibility in design by including a public serving station (industry standard), better meet the needs of the City’s fleet, and reduce long-term fuel costs to the City.
- G. In accordance with the terms and conditions of the Agreement, the parties desire to amend the compensation and scope of work of the Original Agreement, and amend and restate the Original Agreement as provided herein.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Contractor shall perform design and construction services as set forth in Section 3, Design-Build Documents, which incorporates the scope of work attached hereto as **Exhibit A** and incorporated herein by reference. Contractor shall exercise reasonable skill and judgment in the procurement and provision of the Work, as defined herein, consistent with the applicable industry practices and the terms and conditions of the Design Build Documents.

2. COMPENSATION

City agrees to pay, and Contractor agrees to accept as total payment for its services for City, the rates and charges identified in **Exhibit A**. The total amount to be expended under this Agreement shall not exceed \$4,972,150.98 during the term of this Agreement, including any extension periods exercised under Section 3 (the "Contract Price"). After the City issues the Notice to Proceed for the Work, the City shall render a down payment of \$994,430.20 ("Down Payment") from the Contract Price so that Contractor may order equipment and commence the Work specified in the Design-Build Documents.

All invoices for work performed under this Agreement shall be submitted in a format approved by the City. Invoices shall include the following information at a minimum: (i) Contractor's invoice number, (ii) beginning and ending dates for services, (iii) City project number and/or name (if applicable), (iv) work site address/location (if applicable), and (v) tasks or deliverables completed and % of total services completed. Within fifteen (15) business days of receipt, City shall notify Contractor in writing if City has any objection to any invoice. City shall be deemed to have approved all invoices for which it has not made a timely written objection.

Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures.

3. DESIGN-BUILD DOCUMENTS

The complete Agreement consists of the "Design-Build Documents" as defined by the Standard Specifications for Public Works Construction (the "Greenbook"), Exhibit A, all design documents hereafter prepared by Contractor and approved by City in accordance with this Agreement, other documents listed in this Agreement, Request for Proposals ("RFP") No. 20-095, Contractor's Proposal No. Q-00390 to City's RFP dated July 7, 2022, and any modifications, including without limitation Change Orders, issued after execution of this Agreement. All such documents are incorporated herein by reference and made a part of this Agreement. This Agreement is intended to be an integral whole and shall be interpreted as internally consistent and in accordance with section 2-5.2 of the "Greenbook". Work required by any page, part, or portion of the Agreement shall be deemed to be required work as if called for in the whole Agreement, and no claim for extra work shall be based upon the fact that the description of the work in question is incomplete. "Work" shall mean the design, construction, and related services required to fulfill Contractor's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials,

equipment, and services to be provided by Contractor.

This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Nothing contained in this Agreement shall create, nor be interpreted to create, privity or any other relationship whatsoever between City and any person except Contractor.

4. CHANGES IN THE WORK

- a. City's Right to Order Changes. Changes in the Work under this Agreement, consisting of additions, deletions, revisions, or any combination thereof, may be ordered unilaterally by City without invalidating the Agreement. Such changes shall be communicated by Change Order or supplemental agreement, as applicable. Contractor shall proceed diligently with any changes, and same shall be accomplished in strict accordance with the following terms and conditions as set forth herein. "Change Order" means a written instrument signed by City requesting a change in the Work.
- b. Changes and Extensions of Time. All Change Orders, changes requested by Contractor, or extensions of time occurring during construction of the Project related to actual construction work shall be accomplished within the term and schedule set forth in section 5 unless not reasonably practicable. All changes to the scope of design services or extensions of the agreed-upon design schedule during the design process shall be made by mutual agreement of City and Contractor, and claims for an increase in design compensation due to a change in the scope of design construction work or for an extension of time to the design schedule shall be made in writing within seven (7) calendar days after occurrence of the event that gives rise to the claim. All requests for additional compensation due to a change in the scope of design services, and all requests for an extension of time to the design schedule, shall include sufficient backup documentation for City to reasonably understand the request and the amount of time or compensation requested and to determine the merits of the request.
- c. Adjustments to Price or Time. Upon the occurrence of a Change Order for construction work that increases the cost of the construction work, the price will thereafter include such cost of the construction work and services attributable to such change to the extent allowed by Paragraph (b) above. The failure of Contractor to provide notice in writing to City in accordance with Paragraph (b) of any request for an increase in price or for an extension of time shall constitute a waiver by Contractor of any entitlement thereto.
- d. Continuing Duty to Perform Construction Work and Make Payment. In the event the parties are unable to agree on the terms of a change order or supplemental

agreement, then Contractor shall continue to diligently perform the design services and the construction work, including any change directed by City by change order or supplemental agreement, and shall keep thorough records of the cost of performance of such change order or supplemental agreement.

- e. **Fiduciary Relationship.** Contractor recognizes and accepts a fiduciary relationship of trust and confidence hereby established between Contractor and City and agrees that it shall at all times in good faith use its best efforts to advance City's interests and agrees to perform the design services and the construction work in professional manner.

5. TERM AND SCHEDULE OF WORK

This Agreement shall commence on the Effective Date and shall terminate upon the City's acceptance of the Project via a "Notice of Completion" unless terminated earlier in accordance with Section 16 of the Agreement. The City shall issue a Notice to Proceed to Contractor once the following requirements are met: (1) Full execution of this Agreement; (2) the City has rendered the Down Payment to Contractor; and (3) Contractor has provided satisfactory proof to the City of insurance and bonds as required by this Agreement. The Notice to Proceed issued by the City shall specify the date the Contractor is to commence the work specified in **Exhibit A ("Date of Commencement")**. The Contractor shall achieve substantial completion of the Work, as determined by the City, not later than 365 days from the Date of Commencement. Time is of the essence with respect to all time limits for performance of the Work set forth in the Design-Build Documents. The term of this Agreement may be extended upon a writing executed by the City Manager and City Attorney.

Upon completion of all work under this Agreement, ownership and title to all reports, documents, tracings, plans, specifications, estimates and maps prepared or obtained under the terms of this Agreement shall be delivered to, and become the property of City. Basic survey notes and sketches, charts, computations, and other data prepared or obtained pursuant to this Agreement shall be made available upon request of the City without restriction or limitation on their use. Contractor shall furnish the City all necessary copies of data needed to complete the review and approval process.

6. GENERAL REQUIREMENTS OF THE WORK

Contractor shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules, and regulations. If Contractor performs Work contrary to applicable laws, statutes, ordinances, codes, rules, or regulations, Contractor shall assume responsibility for such Work and shall bear the costs attributable to correction. Contractor shall be responsible to City for acts and omissions of Contractor's employees, consultants, subcontractors, or others employed or retained by Contractor in connection with the Project or Work. Contractor shall provide City access to the Work in preparation and progress wherever located.

7. PROTECTION OF PERSONS AND PROPERTY

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work. Contractor shall be responsible for the safety of, and reasonable protection to prevent damage, injury, or loss to (i) employees performing the Work and other persons who may be affected thereby, (ii) the Work and materials and equipment to be incorporated therein, and (iii) other property at the Work site or adjacent thereto, including without limitation hardscaping, landscaping, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

8. PREVAILING WAGES

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

9. INDEPENDENT CONTRACTOR

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

10. INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 7 (scheduled), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City.**

Waiver of Subrogation

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be

satisfied by either the named insured or Entity.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current

A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of contract work.

Verification of Coverage

Contractor shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

11. BOND

Contractor shall, after award of this Contract, furnish two bonds to be approved by the City, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work (Performance Bond), and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished (Payment Bond). This Contract shall not become effective until such bonds are supplied to and approved by the City.

Contractor shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond (Warranty Bond). Said

Warranty Bond shall also be required as a condition of project acceptance. For projects up to Five Hundred Thousand Dollars (\$500,000), the Warranty Bond amount shall be the greater of Ten Thousand Dollars (\$10,000) or Twenty Percent (20%) of the final contract price. For projects above Five Hundred Thousand Dollars (\$500,000), the Warranty Bond amount shall be the greater of One Hundred Thousand Dollars (\$100,000) or Ten Percent (10%) of the final contract price.

12. INDEMNIFICATION

Contractor agrees to and shall indemnify and hold harmless the City, its officers, agents, employees, consultants, special counsel, and representatives from liability for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise, to the proportionate extent, from the negligent acts or omissions of the Contractor or its subcontractors, agents, employees, or other persons acting on their behalf which relate to the Work and services described in section 1 of this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement, provided, however, that in no event shall Contractor be obligated to indemnify City for any claims to the proportionate extent caused by the active negligence or willful misconduct of City, its officers, agents, employees, consultants, special counsel, and representatives. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

13. CONFIDENTIALITY

If one party ("Recipient") receives from the other party ("Discloser") information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Recipient agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care, provided however that Recipient may disclose such information to those of its (and, where applicable, its affiliates') directors, officers, employees, accountants, attorneys, financial advisors, and financing parties (collectively, "Representatives") who have a need to know such information or as required by federal and state public disclosure laws. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the City or Contractor disclosed in a publicly available source; (c) is in rightful possession of the City or Contractor without an obligation of

confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City. City acknowledges and agrees that some or all of the Confidential Information may be material and/or price sensitive information relating to the securities of Contractor's parent company OPAL Fuels Inc. Accordingly, provisions of applicable securities laws may restrict or prohibit transacting in securities of OPAL Fuels Inc. while City and its Representatives are in possession of the Confidential Information. City agrees that it will (and will inform its Representatives of its obligations to) comply at all times with applicable securities laws and stock exchange regulations, particularly those relating to insider trading and market abuse.

14. CONFLICT OF INTEREST CLAUSE

Contractor covenants that it presently has no interests and shall not have interests, director indirect, which would conflict in any manner with performance of services specified under this Agreement.

15. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax communication in the manner provided in this Section, to the following persons:

To City: Clerk of the City
Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-
1988
Fax 714- 647-6956

With courtesy copies to:

Nabil Saba
Executive Director, Public Works
Agency
City of Santa Ana
20 Civic Center Plaza (M-21)
P.O. Box 1988
Santa Ana, California
92702
Fax: 714- 647-5635

and

City Attorney for the
City of Santa Ana
20 Civic Center Plaza (M-29)
P.O. Box 1988
Santa Ana, California
92702
Fax 714-647-6515

To Contractor: OPAL Fuels Station Services LLC
Attn: Scott Edelbach
Executive Vice President 10225
Philadelphia Ct, Rancho Cucamonga
Rancho Cucamonga, CA 91730

With a copy to: OPAL Fuels Station Services LLC
Attn: General Counsel
One North Lexington Avenue, Suite 1450
White Plains, New York 10601
Email: noticeofficer@opalfuels.com

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting fax machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

16. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services that are the subject to this Agreement performed by City personnel or by other consultants retained by City. Notwithstanding the foregoing, Contractor may collaterally assign this Agreement to any entity providing debt or equity financing in conjunction with such financing.

17. TERMINATION

Either party may terminate this Agreement for convenience and without cause upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Contractor to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

18. DEFAULT

18.1 Notice of Default.

In the event that City determines, in its sole discretion, that Contractor has failed or refused to perform any of the obligations set forth in the Design-Build Documents, or is in breach of any provision of the Design-Build Documents, City may give written notice of default to Contractor in the manner specified in this Agreement, with a copy to Contractor's performance bond surety.

18.2 Opportunity to Cure Default.

Except for emergencies, Contractor shall cure any default in performance of its obligations under the Design-Build Documents within ten (10) business days after receipt of written notice. However, if the breach cannot be reasonably cured within such time, Contractor will commence to cure the breach within ten (10) Days (or such longer time as City and Contractor may reasonably agree) and will diligently and continuously prosecute such cure to completion within a reasonable time by the parties.

18.3 Remedies Upon Default. If Contractor fails to cure any default of this Agreement within the time period set forth in this Section, then City may pursue any remedies available under law or equity, including, without limitation, the following:

18.3.1 City may, without terminating the Agreement, engage others to perform the Work or portion thereof that has not been adequately performed by Contractor and withhold the cost thereof to City from future payments to Contractor related to such portion of Work, reserving to itself all rights to losses related thereto.

18.3.2 Terminate the Design-Build Contract for Default. City shall have the right to terminate this Agreement, in whole or in part, upon the failure of Contractor to promptly cure any default as required by this Section. City's election to terminate the Agreement for

default shall be communicated by giving Contractor a written notice of termination in the manner specified in this Agreement. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein. Upon completion of the Work by the City, Contractor shall be entitled to payment for the Work performed and unpaid as of the date of termination.

18.3.3 Invoke the Performance Bond. City may, with or without terminating the Agreement and reserving to itself all rights to losses related thereto, exercise its rights under the Performance Bond.

18.4 Additional Provisions. All rights and remedies under this Agreement are cumulative, and shall be in addition to those rights and remedies available in law or in equity, except as expressly set forth herein.

18.5 **WAIVER OF CONSEQUENTIAL DAMAGES.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, REVENUE, AND BUSINESS), WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, EQUITY, PRODUCT LIABILITY, FUNDAMENTAL BREACH, OR OTHERWISE ARISING FROM OR RELATED TO THIS AGREEMENT REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, THIS SECTION SHALL NOT LIMIT CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY AS PROVIDED IN SECTION 12.

18.6 **LIMITATION OF LIABILITY.** CITY HEREBY EXPRESSLY AGREES THAT IN NO EVENT SHALL CONTRACTOR'S CUMULATIVE LIABILITY TO CITY ARISING FROM THE WORK (WHETHER SUCH LIABILITY ARISES OUT OF BREACH OF CONTRACT, GUARANTEE OR WARRANTY, NEGLIGENCE, PRODUCT LIABILITY, INDEMNITY, OR ANY OTHER LEGAL THEORY) EXCEED AN AMOUNT EQUAL TO THE CONTRACT PRICE. THIS LIMITATION OF LIABILITY IS INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN. THIS LIMITATION OF LIABILITY IS OF THE ESSENCE OF THIS AGREEMENT, AND CITY HAS BEEN INFORMED, UNDERSTANDS, AND AGREES THAT THIS LIMITATION OF LIABILITY IS A MATERIAL CONDITION TO CONTRACTOR'S PRICING FOR, AND AGREEMENT TO ASSUME, ITS OBLIGATIONS UNDER THIS AGREEMENT

19. NONDISCRIMINATION

Contractor shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

20. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that maybe brought or arise out of, in connection with or by reason of this Agreement.

21. PROFESSIONAL LICENSES

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

22. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.
- c. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- d. No action or failure to act by City or Contractor shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

Clerk of the Council

KRISTINE RIDGE
City Manager

APPROVED AS TO FORM:
Sonia R. Carvalho, City Attorney



By: JOSE MONTOYA
Assistant City Attorney

RECOMMENDED FOR APPROVAL:

CONTRACTOR

NABIL SABA P.E.
Executive Director of
Public Works Agency

Scott Edelbach
By: SCOTT EDELBACH
Title: Executive Vice President

EXHIBIT A



07/07/2022 - [Proposal No: Q-00390](#)

Quote Valid until: 12/31/2022

CNG Time Fill/Fast Fill Fueling Station Proposal

Created Exclusively for City of Santa Ana

07/07/2022





07/07/2022 - Proposal No: Q-00390

Quote Valid until: 12/31/2022

Opal Fuels is pleased to offer the following proposal for a time fill/fast fill station at the following location:

City of Santa Ana
215 South Center Street
Santa Ana, CA
92703

This 100% turnkey proposal addresses the following requirements:

- Design, Planning, Permitting, Equipment, Construction, Start Up and Training

This proposal includes (2) 200 HP Compressors, 60,290 scf (476 GGE) High Pressure Storage, Defuel Hose, 40 time-fill hoses (10 wall mounted, 30 Caisson Mounted) and 1 Dual Hose Fast-Fill Island with Card Reader.

Use the table below to determine the production capability of this proposal

COMPRESSOR PERFORMANCE CAPACITY [1 DGE = 135 cubic feet / 1 GGE = 123.57 cubic feet]

Compressor	Per Min. Production GGE	Per Min. Production DGE	Per Hr. Production GGE	Per Hr. Production DGE	Per 6 Hr. Production GGE	Per 6 Hr. Production DGE	Per 12 Hr. Production GGE	Per 12 Hr. Production DGE
1	3.59	3.29	215.40	197.40	1292.40	1184.40	2584.80	2368.80
2	7.18	6.58	430.80	394.80	2584.80	2368.80	5169.60	4737.60

The Time-Fill Station as quoted has the following dispensing capabilities.

Equipment:

- Time fill 40 vehicles with 35 GGE in: 3.25 hours with 2 compressors
- Time fill 40 vehicles with 35 GGE in: 6.50 hours with 1 compressors

The Fast-Fill Station as quoted has the following dispensing capabilities.

Equipment:

- Qty of Dispenser Cabinets: 1
- Qty of Standard Flow Hoses: 1
- Qty of Commercial High-Flow Hoses: 1

The compression scenario is based off an inlet pressure of 30 PSIG with adequate flow. Lower pressures will affect the production by lowering the per minute/hour production.



07/07/2022 - [Proposal No: Q-00390](#)

Quote Valid until: 12/31/2022

Performance Characteristics of Quoted Dispensers with Storage

Hose Type	Flow Rating	Hose QTY	GPM	GPM per 15 Min	GPM per Hour	GPM per 4 Hours
Standard Flow Hoses	Max. 14 GPM Avg. Fill 5 GPM per hose	1	5	75	300	1200
Commercial High Flow Hoses	Max. 25 GPM Avg. Fill 9 GPM per hose	1	9	135	540	2160
Total		2	14	210	840	3360

Opal Fuels looks forward to earning your valued business.

Steve Breeze
Opal Fuels Sales Representative



07/07/2022 - Proposal No: Q-00390

Quote Valid until: 12/31/2022

TIME FILL/FAST FILL STATION EQUIPMENT OVERVIEW

DESIGN AND ENGINEERING (to be performed by Opal Fuels)

Opal Fuels will initially meet to understand the requirements of your proposed station. At Opal Fuels's discretion Opal Fuels will provide exhibit drawings. The design will be based off the conceptual layout for the location. Upon signed agreement and 20% down payment, a final design will include PE-stamped CAD drawings for each phase of the project, including but not limited to: electrical, mechanical and civil for permitting purposes. Opal Fuels will acquire all permits necessary for complete build in all phases of construction.

Design and construction will consider industry standards and all executable local, State, and/or Federal building codes as interpreted by the Fire Marshall and/or building inspector with regional jurisdiction.

PROJECT MANAGEMENT

A dedicated project manager is assigned to each project for the duration of the project. The assigned project manager is involved with the project from the design phase throughout the construction and startup. The project manager will be 100% responsible for all of the daily activity at the job site and will report construction progress to the customer's designated contact on a weekly basis. This project manager is responsible to ensure that all Opal Fuels employees and subcontractors follow Opal Fuels and Customer safety and site policies. The project management fee includes site equipment mobilization, Opal Fuels employee travel & lodging and project management.

START UP LABOR

Includes certified equipment technician on site for four days, on site operations and maintenance training and one site follow-up visit by technician in first six months after start up.

UTILITY EXTENSIONS REQUIRED BY CUSTOMER

- A single **High Speed Broadband Internet (RJ45) connection for CP-400 Communication (3MB minimum - 7MB optimal)** package is required at the compressor staging area.
- A second phone line is required for customers using a gas broker for a telemetric meter.
- A third **High Speed Broadband Internet (RJ45) connection (3MB minimum - 7MB optimal)** is required for customers using a credit card reader for public fuel dispensing or private fleet information collection.

Electrical Service

- A 800 amp electrical service is required at the compressor staging area from your Electric Utility provider - 277/480, 3 phase 4-wire service.

Natural Gas Service

- 30 psi pressure capable of delivering 53280 cubic feet of natural gas per hour, with the gas meter located at the compressor staging area. Note: (lower pressures can be acceptable for the production of CNG at the designated site location. Lower pressures will drop the hourly production rate of CNG).

The customer is responsible to provide all electrical, phone and gas service as required within 25 feet of the compressor compound and responsible for all associated costs. Opal Fuels will work with your local utilities to validate existing service and determine what necessary upgrades are required to satisfy utilities requirements.



07/07/2022 - Proposal No: Q-00390

Quote Valid until: 12/31/2022

Assumptions: Opal Fuels takes no responsibility for the unforeseen. Opal Fuels assumes that the soil is not contaminated and is suitable for backfill.



07/07/2022 - Proposal No: Q-00390

Quote Valid until: 12/31/2022

EQUIPMENT OVERVIEW

Please find a full station order summary [including quantities] at the end of this proposal.

2 Ariel - ANGI 300 JGQ 200 hp - 25psi - 444 scfm

Compressor:

Lubricated, Reciprocating, Balanced, Opposed

Number of Stages: 4

Manufacturer: ANGI

COMPRESSOR ENCLOSURE

The ANGI 300 compressor comes standard with a power-coated sheet metal enclosure with access doors and removable panels. The maximum emitted noise from the skid is 78 dBa @ 10' (typical for enclosed skids). Unless specified by the customer, the enclosure comes painted in white with a gray skid. Included options include one enclosure light and an IR gas detector.

CONSTRUCTION

Piping 2" diameter and smaller is of socket weld construction. Piping construction methods shall conform to ANSI B31.3 3. Flanged piping joints shall use spiral-wound, metallic gaskets. Tubing shall be of seamless ASTM-316 type of adequate pressure rating. Tube fittings 1/2" or smaller shall be Hoke brand or Swagelok brand. Tube fittings 1/2" or larger shall be Parker "Seal-lok" fittings with face seal O-rings. All carbon steel surfaces shall be adequately prepped and painted using industrial epoxy paint. All components shall be suitably braced.

INLET SYSTEM

Inlet connection: Varies based on site conditions. 2. Inlet Valve: Solenoid valve. 3. Inlet Filter: Particulate filter with serviceable, removable filter made of stainless steel mesh construction. 4. Inlet Flex Hose to be provided, manual isolation valve to be provided, with construction start up strainer to be provided.

CAPTIVE RECOVERY SYSTEM

Complete skid-mounted captive recovery system for filter blow-down and unloaded starts and stops. The system includes a 100-gallon, vertical ASME tank rated for 600 psig. The recirculation system includes a high-flow recirculation regulator, system relief valve and receiver tank drain.

SKID CONSTRUCTION

The NG300 Single Unit Skid measures 12' L x 7'-6" W x 8'-5" H, and weighs 15,000 lbs and built to Ariel Compressor Packaging Standards. The open skid is made of welded, structural beams. The main beams are full-depth steel channel or tubes. Rigid mounting surfaces are provided for the compressor and driver. The skid is designed with an overhead support frame and hold-down bolt holes are provided at four (4) external and two (2) internal locations.

FILTRATION

Serviceable filtration is provided on the inlet of the compressor, on all inter-stage circuits and prior to discharge. The inlet particulate filter comes with a serviceable element made of stainless steel mesh construction. Coarse coalescing filters with stainless steel oil knock-out elements are provided on all inter-stage circuits. Pre-coalescing and fine-coalescing final filters are provided on the discharge circuit for oil elimination.

Control Specifications

Control System	ANGI CCS Compressor Control System
PLC Make / Model	Panel, Control, Compressor, Horner Electric RX371 I/O



07/07/2022 - Proposal No: Q-00390

Quote Valid until: 12/31/2022

I/O Arrangement (Max I/O Indicated)	32 DI / 16 DO / 20 AI / 4 AO
Mounting Location of Controller	On-skid, UL NNNY, mounted in NEMA 3R Enclosure
Electrical Classification of Control Panel	Class I Div II Per NFPA 86
Operator Interface	Panel mounted graphical display, pilot lamps and key switches
Available Network Connections	CsCAN, Ethernet, Modbus*, DeviceNet

INSTRUMENTATION

STANDARD INSTRUMENTATION: Analog: Inlet Pressure Transducer, Interstage Pressure Transducer, Discharge Pressure Transducer, Interstage Discharge Pressure RTD, Compressor Oil Pressure Transducer. OPTIONAL ANALOG INSTRUMENTATION INCLUDED: Enclosure Gas Level (%LEL). DIGITAL INSTRUMENTATION: ESD Active Dry Contact, Hi Gas Level

ELECTRIC MOTOR

Manufacturer: WEG Baldor or Equal / Operating Speed – 1785 rpm /NEMA, TEFC, Class 1 DIV 2 / 3-phase – 460/60 Hz



07/07/2022 - Proposal No: Q-00390

Quote Valid until: 12/31/2022

COMPRESSOR AREA EQUIPMENT

Manual Transfer Switch - 800 amp (400 total hp max) - Qty 1 - Included

BACKUP GENERATOR PROVISIONS - 800 Amp / 400 hp Total hp Capacity: Compressor control system includes a backup generator hook up provision capable of running either compressor A or compressor B in the event of power loss. Design includes a manual transfer switch to change power from primary power source to back up power. The system requires a backup power generator (not included) sized to produce: [350 KVA per 200 hp compressor] or [700 KVA per two 200 hp compressors] or [700 KVA per one 400 hp compressor.]

(3) 37' Tubes - 60,290 scf - 476 GGE - Qty 1 - Included

Each tube is 37'L 20" OD x 1.303" MW. Nominal water volume for three tubes is 168.9 cu.ft. Nominal CNG capacity for three tubes is 60,290 scf @ 5,500 psi. Total fuel capacity for three tubes is 476 GGE. Tubes comply with NFPA 52.4.4.5 (ASME Compliance). Includes 1" ball valves, NPT fittings, I-beam construction and vent stack.

Compressor Pad(s) - Qty 2 - Included

Excavation, conduit, backfill and compaction, concrete pad, bollard protection

Pad for Storage Tanks - Qty 1 - Included

Concrete Pad for Storage Tanks

Housekeeping Pad - concrete - Qty 1 - Included

The finished area around the compressor pads will be finished with 4 inches of concrete.

Opal Fuels job site container (Required) - Qty 1 - Included

Delivery and retrieval of Opal Fuels job site container

Trenching & backfill from utility to CNG equipment compound through concrete - Included

Trenching & backfill from utility to CNG equipment compound through concrete

Electrical Base (for compressor(s)) - Qty 2 - Included

Electrical Base for ANGI 300/600 Compressor(s)

Electrical conduits & Wire from Existing Switchboard to CNG equipment compound - 650' - Included

Electrical conduits from utility to CNG equipment compound \$ per linear ft / no wire

20' Dual-Head LED Parking Lot Light for Compound Area - Qty 1 - Included

A dual 400-watt LED lamp mounted on a one-piece aluminum post. Each lamp enclosure measures 15" x 22". This light post includes dual LED lamp enclosures. The light post is 20' in height and mounted in a 18' concrete caisson.

FF / TF Buffer Storage Panel 2 Zone - Qty 1 - Included

Priority buffer panel capable of dispensing CNG for fast fill, is included for high-flow capability. 1" Buffer-Valve panel includes ESD valve mounted and racked to storage in NEMA 1 Panel. Ideal for applications where average vehicle fill is more than 30 GGE/DGE. Compatible with high-flow CNG nozzles that can flow up to 25 GGE per minute average 9 GGE per minute flow capacity or greater. Includes Qty. 1 buffer valve in 1 cabinet. One buffer panel controls the filling operation for up to 3 dispensers. The 1" time fill valve is included in the same cabinet for time fill application to provide



07/07/2022 - Proposal No: Q-00390

Quote Valid until: 12/31/2022

temperature compensation and time of day operation for time fill applications. Typically at least 1 storage bottle is required per zone.

FF Filter assembly (6 filters at priority panel) - Qty 1 - Included

There will be dual Parker high-pressure filters installed between the compressor discharge and the dispensers to catch any oil bypass and contaminants before CNG is dispensed into the trucks. The filters will be located on a stand next to the priority panel for maximum effectiveness. One set of two (2) filters will be located at the discharge outlet of the high bank, mid bank, and low bank on the storage vessels. Filter stand includes a 99.5% 3/4" JS3B-10 pre-coalescer filter and 1" JS4C 99.9% final filter.

Flow Meter for Time Fill Metering - Qty 4 - Included

Flow Meter CNG050 - 40 to 4444 scfm capacity constructed of stainless steel, pressure rated to 5,000 psi. Temperature rated from -40°F to +247°F. Mass flow accuracy to $\pm .5\%$. Rated for hazardous area installation. Weights and Measures rated. Reads in liters, DGE, or GGE. All-weather rated.

GD-036-S-M-460-150-4 - 1230 scfm @ 30 psi - Qty 1 - Included

ANGI single tower manual regen dryer, 36" vessel, 150 psi design pressure, 4" class 150 flanges. Includes digital dew point monitor, isolation and bypass valves, blower, heater, cooler, water separator and collection tank to regenerate the desiccant. Requires 460/3/60 power.

Mechanical Base High/Low Pressures for compressor(s) [REQUIRED] - Qty 2 - Included

Base High/Low Pressure per compressor

Regulator and Flex Hose for compressor(s) [REQUIRED] - Qty 2 - Included

MLP - Regulator and Flex Hose per Compressor

Install Main Gas Line (House Line) from Utility Meter set to compressor area Under 100 PSI (HDPE) - Included

Install Main Gas Line (House Line) from Utility Meter set to compressor area Under 100 PSI (HDPE)

Motor Starter Panel - Dual 200HP - Qty 1 - Included

The motor starter panel is designed to perform several different custom functions within the compressor design - as well as a soft start for your electric motor. The other functions include, but are not limited to: dryer power, enclosure power, gas detection power, time-fill panel power, cooling fan power, ESD for time-fill line power, and spares for future options.

Motor Starter Cooling Fan - Qty 1 - Included

A cooling fan kit is added to the side of the motor starter enclosure to cool motor starter panels rated at 105°F. This option will extend the maximum operating temperature to 120°F ambient conditions. Rated for single, dual or triple motor starters.

Opal Fuels Wireless Communication Panel - Qty 1 - Included

Opal Fuels Wireless Communication Panel: An Opal Fuels engineered wireless full-time equipment monitoring system which includes: email and text messaging for system faults, continuous time-based logging of system operating parameters, continuous event-based logging of system events. The system provides local web server for real-time and logged data display. Provides for remote access for Opal Fuels data collection and support via secure VPN connection. Also provides Network Address Translation [NAT] for secure interface to the customer's network.



07/07/2022 - Proposal No: Q-00390

Quote Valid until: 12/31/2022

EMERGENCY SHUTDOWN AND FIRE EXTINGUISHERS TO MEET BUILDING CODE - Included

Shutdowns are located at compressor area and dispenser area.

- Includes Emergency Shutdown Switch at dispenser area
- Fire Extinguisher - 5 lb./ 20 BC/model B402/B402T, 3A:40B:C/ 25-gallon water equivalent
- Safety Signs at dispenser area
- Safety Signs at dispenser area and time fill areas



07/07/2022 - Proposal No: Q-00390

Quote Valid until: 12/31/2022

TIME-FILL/FAST-FILL AREA AND EQUIPMENT

TIME-FILL/FAST FILL DISPENSER PROVISION - 1 Cabinet(s) - **Included**

Trenching & backfill from compressor to TF/FF equipment through concrete - Included

Trenching & backfill from compressor to TF/FF equipment through concrete

Dispenser Island with 4 Bollards - Qty 1 - Included

The dispenser will be mounted at a fueling island within 150' of the compressor compound area. The concrete fueling island is approximately 4' wide x 8' long and raised 6" from the surface. The dispenser island is protected by 4" diameter 3' high concrete-filled steel bollards. Each fuel island will be designed to accept up to two Class 8 trucks at one time.

In-Ground Post with Guard Rail Protection (per parking space) - Qty 10 - Included

The guardrail and steel posts supplied and installed for the guardrail mounting system are composed of galvanized steel. Posts are typically spaced 7' on center and are anchored 36" - 60" below the ground surface. Guardrail height is set at 36" above the surface level. The time-fill post will be mounted in an 18" dia. x 3' deep concrete base. High-pressure piping and electrical conduit will be run above ground behind the guardrail on a separate galvanized-steel post mounting structure. Guardrail protection is typically mounted 18" away from the time-fill post. A dual-sided guardrail system will typically require 36" of total space when measuring outside-to-outside dimensions.

Post Mounted on Above-Ground Caisson - with Bollard Protection (per parking space). Select for single or dual time fill posts. - Qty 30 - Included

When choosing caisson protection, the area will include 3' tall - 4" concrete-filled steel protective bollards anchored in an 18" dia. base, 3' in depth spaced 4' on center. Each caisson will contain separate conduit for the high-pressure gas and electrical service. When choosing this option, all high-pressure piping and electrical conduit is run underground between the time-fill posts/caissons.

Crane Rental - Qty 1 - Included

Rental for equipment offload at site

Electrical per Dual Time Fill Post - Qty 20 - Included

Electrical per Dual Time Fill Post

Comdata Credit Card Reader - Qty 1 - Included

Includes wireless modem for IP connection, fuel management system and on-line training for public billing. Requires monthly phone plan with wireless provider. Provides real-time fueling transactions and takes all credit cards and allows for private card (customer) transactions. Comdata charges 2% for all Comdata cards. Features photo of each transaction at card reader, paperless receipts emailed to card holder at transaction time, higher transaction limits per fill on Comdata card transactions (up to \$1000.00 based on credit).

Credit Card Reader Installation Labor - Qty 1 - Included

Credit Card Reader Installation Labor

Weights and Measures - Qty 1 - Included



07/07/2022 - Proposal No: Q-00390

Quote Valid until: 12/31/2022

Weights and Measures Certification for public resale.

16' x 24' - 1 Fuel Island / 2 Lane (4 Lights) - Qty 1 - Included

Canopy - 16 ft w x 24 ft L x 17 ft H -x 36" white fascia - 4 lights, gutters, 2 support columns (2 vehicles). Includes above-ground drainage [standard downspout] unless underground drainage is specified.

Dispenser Installation (Buffer) - Included

Dispenser installation for buffer tank (single line) gas distribution.

MHP - Per Dual Time Fill Post (required) - Qty 20 - Included

Dual-hose time-fill posts will be supplied and installed in the time-fill mounting system. Each Quad hose post includes: Qty. (2) receiver for fill hose nozzle and Heavy duty retractor for fill hose. Includes a Shut off valve, Safety and Warning signs, Grounding rod with 3/8-16 grounding stud welded on with double clad plated nuts. Posts are installed in a concrete base 18" in diameter and 3' in depth. Holster style post hook up - eliminates freeze up of nozzle to post. Posts are constructed of 3" x 3" square steel tube with on-post atmospheric gas exhaust vent, located at the top of the post. The top of the post measures 10' high from ground mounting surface. Prepped, painted "Safety Yellow".

Travel - Included

Project Management

Dual TF post with hoses - Qty 20 - Included

Dual-Hose Post with 25 ft hose (NGV 1 Type 2) - {QTY}

TF filter assembly (2 filters on stand per TF run) - Qty 1 - Included

There will be Parker High pressure filters installed on the beginning of the Time-Fill Line to catch any oil bypass and contaminants before CNG is dispensed into the trucks. Filter stand includes a 99.5% 3/4" JS3B-10 pre-coalescer filter and 1" JS4C 99.9% final filter.

De-Fueling Post to Compressor - Qty 1 - Included

This includes a 10' tall post with vent on one end. The post has a standard de-fueling hose with a BDN nozzle. The BDN nozzle hooks up to most all de-fueling ports on CNG fueling boxes. The de-fueling post must be located outside where it can safely vent CNG to the atmosphere. The operator hooks up the de-fueling hose to the de-fueling port on the vehicle fuel system. A manual valve actuates the function and safely drains the gas from the fuel tanks. The manual system will drain the fuel system tanks down to approximately 200 psi of gas pressure. The second feature allows you to move the valve to a position that will take the CNG off the storage and pull it through the inlet gas line feeding the compressor. There is a discharge line installed between the de-fueling panel and the inlet line of the compressor. This second option can be used when the compressor is operating. This system will typically drain the tanks in entirety providing the vehicles fuel system check valves allow it to be completely drained. The post typically will be mounted in a 3' deep, 18" diameter concrete base. This system requires installation at the compressor area with gas line tie ins to the inlet gas feed to the compressors. This is an approved IFC practice.

Commissioning Two + Compressors - Included

Start up labor and commissioning for two or more compressors for a municipal station build.



07/07/2022 - Proposal No: Q-00390

Quote Valid until: 12/31/2022

MHP from compressor to TF run (ft) - Qty 150 - Included

Trenching for mechanical high pressure originating from the compressor to each individual time fill run.

Electrical conduits from compressor to TF/FF equipment - Included

Electrical conduits from compressor to TF/FF equipment

ANGI - Buffer - Combo DUAL-HOSE High Flow / Low Flow (1/2" and 3/8" Hoses) - Qty 1 - Included

BUFFER - COMBO DUAL-HOSE 1200 scfm 3/8" mainline / 3500 scfm 1/2" mainline CNG dispenser housed within an ANGI Series II Cabinet. This dispenser includes standard holsters, 3600 fueling pressure and OPW CT1000 / CT5000 nozzles. This dispenser is designed for cascade applications and utilizes a Micro Motion CNG 050 Flow Meter per each hose. Temperature compensation is set at 3600 PSIG at 70°F. The dispenser has the capability of filling two vehicles simultaneously.



07/07/2022 - Proposal No: Q-00390

Quote Valid until: 12/31/2022

WARRANTY OVERVIEW

WARRANTY TERM

Opal Fuels Operations/Mechanics start up training on site at Customer location for a minimum of up to four (4) days and will initiate warranty start date with equipment manufacturer. Warranty term is 12 months from CNG station startup/commissioning date.

CONSTRUCTION AND TIME-FILL POST WARRANTY

Opal Fuels offers a one-year warranty on station construction, time-fill posts and hard piping due to manufacturer defects and workmanship. Warranty on these items includes labor & material.

For warranty issues and clarifications related to station construction and time-fill hoses contact:

Customer Service/Warranty
Opal Fuels
3570 81st St NW, Oronoco MN 55960
Phone: +1 (844) 226-0256
Email: servicedept@opal_fuels.com

COMPRESSOR EQUIPMENT WARRANTY

ANGI compressor equipment warranty of 1 year from date of commissioning: Other equipment items may include longer warranties. Warranty on compressor, dryer, control equipment is parts only unless otherwise specified.

For warranty issues and clarifications contact:

Customer Service
ANGI International, LLC.
305 West Delavan Drive, Janesville, WI 53546
Phone: 800-955-4626 / Fax 608-531-2635
Email: service@angiinternational.com

Warranty Detail

Construction -All construction related items	12 months from start date	Parts and Labor
Methane Detection System (Shop)	12 months from start date	Parts Only
Compressor (ANGI components)	12 months from start date	Parts and Labor
All other quoted equipment (dryers, dispensers, etc.)	12 months from start date	Parts Only
Compressors (Ariel Only)		
All components	12 months from start date	Parts and Labor
Cylinder bodies, Pistons, Piston Rods	24 months from start date	Parts Only
Crankshaft, Crankshaft Casting, Connecting Rods, Crossheads, Crosshead Guide Castings	36 months from start date	Parts Only



07/07/2022 - Proposal No: Q-00390

Quote Valid until: 12/31/2022

Crankshaft, Crankshaft Casting, Connecting Rods, Crossheads,
Crosshead Guide Castings when maintained with 100% Ariel OEM replacement parts 72 months from start date Parts Only

Compressors (Quincy - ANGI 50) All components

12 months from start date

Parts Only

Sauer (All Compressor Components)

24 months from start date

Parts and Labor

Warranty terms are as of Jan. 2020 and are subject to revision.

Technical Assistance

ANGI shall provide technical manuals, drawings and/or instructional materials with the equipment purchased hereunder. Unless the sale is of equipment only, ANGI shall provide the services of such number of technicians as may in its sole discretion be required to assist in start-up and in training of purchasers' employees in installation, operation and maintenance of the equipment purchased hereunder. Such technicians shall be provided on an advisory basis only. Purchaser acknowledges that the technical materials supplied are proprietary to ANGI and that the goods manufactured by ANGI are based upon patents, trade secrets, confidential and proprietary information developed by, and the exclusive property of ANGI and its affiliates. For service issues contact:

Customer Service

ANGI International, LLC.

305 West Delavan Drive, Janesville, WI 53546

Phone 800-955-4626 / Fax 608-531-2635 E-mail - service@angiinternational.com

Opal Fuels National Service Manager Contact

Service and Technical support available via phone:

Opal Fuels

3570 81st St NW, Oronoco MN 55960

Phone: +1 (844) 226-0256

Email: servicedept@opalfuels.com



07/07/2022 - Proposal No: Q-00390

Quote Valid until: 12/31/2022

PRICING AND PAYMENT TERMS

Payment Schedule

- 20% down payment with order
- Remainder to be progress billed as work is completed and equipment

Qualifications

- Pricing is in US Dollars and is based on equipment supply
- Assuming expedited plan-check through the city and Fire Marshall, we could expect a station delivery and commissioning within 12 months from date of order
- Opal Fuels' General Conditions of Supply apply to this quotation
- Warranty is Equipment Manufacturers standard 1-year parts only warranty; labor is excluded.

Schedule of Values	Price
Item	
Engineering	
Design and Engineering	\$63,084.45
Permitting	\$10,200.00
Equipment	
MTS for Backup Generator	\$33,549.08
Buffer Storage	\$128,520.00
Compressors	\$627,432.60
Compound Lighting	\$9,562.50
Fast Fill	\$205,113.09
Electrical	\$4,417.88
Flow Meters	\$28,682.40
Inlet Gas Dryer	\$117,189.08
Motor Starter	\$54,270.38
Remote Monitoring	\$9,990.90
Time Fill	\$102,210.45
Defuel Panel & Hose	\$11,880.00
Construction	
Civil	\$1,581,457.36
Electrical	\$857,729.00
Mechanical Pressures	\$739,978.36
Project Management	\$214,200.00
Commissioning	\$32,397.75
Freight	\$17,000.00
Taxes	\$123,285.70
TOTAL PRICE WITH TAXES	\$4,972,150.98
Total Price Without Applicable Taxes	\$4,848,865.28
Required Down Payment	\$994,430.20



07/07/2022 - [Proposal No: Q-00390](#)

Quote Valid until: 12/31/2022