

**THIS AMENDED AND RESTATED MAINTENANCE
AGREEMENT FOR CNG STATION WITH OPAL FUELS STATION SERVICES**

THIS AMENDED AND RESTATED MAINTENANCE AGREEMENT (“Agreement”) is entered into this 20th day of December 2022, 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 March 2, 2021, the City entered into a Contractor Agreement (Maintenance) with TruStar Energy, LLC to provide operation and maintenance services for a turnkey CNG station (the “Original Maintenance Agreement”).
- D. On August 17, 2021, the City entered into Agreement #A-2021-147 (“Original Design-Build Agreement”) with TruStar Energy, LLC to provide Design, Engineering, Equipment, Construction and Commissioning for a turnkey CNG Station.
- E. In 2022, TruStar Energy, LLC changed its name to OPAL Fuels Station Services LLC.
- F. Pursuant to the Original Design-Build 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.
- G. The term of the Original Maintenance Agreement was to commence upon completion of activities under the Original Design-Build Agreement.
- H. 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.
- I. Accordingly, City and Contractor have concluded an Amended and Restated Design-Build Agreement for CNG Station, of even date herewith (the “Amended and Restated Design-Build Agreement”)

- J. In the same way, the parties desire to amend the term, compensation and scope of work of the Original Maintenance Agreement, and amend and restate same as provided herein.

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 during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in **Exhibit A**, attached hereto and incorporated by reference.

2. COMPENSATION

- a. 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 \$595,129 during the term of this Agreement, including any extension periods exercised under Section 3. This sum shall be comprised of \$54,600 for the first twelve (12) months with an annual increase of 1.9% for the duration of the Term.
- b. Payment by City shall be made within forty-five days (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. 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.

3. TERM

This Agreement shall become effective upon the City's acceptance of the CNG station Project via a "Notice of Completion" ("Effective Date") for a **five (5) year term** with the option for the City to grant up to a one (1) five (5) year renewal, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 16, below.

4. 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. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and 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.

5. 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.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7. 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.

8. INDEMNIFICATION

Contractor agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, 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 operations of the Contractor, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the 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.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Contractor to the City pursuant to this Agreement.

10. RECORDS

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

11. 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 is 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.

12. CONFLICT OF INTEREST CLAUSE

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

13. 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.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. 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 purchase order or 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 is not embodied herein.

15. 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 which are the subject to this Agreement performed by City personnel or by other contractors 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.

16. 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(s) 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.

17. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

18. 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 may be brought or arise out of, in connection with or by reason of this Agreement.

19. 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.

20. 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

21. 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 or other telegraphic 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	
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To Contractor:

Opal Fuels Station Services LLC
Attn: Douglas Howell
Vice President of Service & Maintenance
3570 81st Street NW
Oronoco, MN 55960 Email: dhowell@opalfuels.com

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 facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

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

ATTEST:

CITY OF SANTA ANA

Daisy Gomez
Clerk of the Council

Kristine Ridge
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CONTRACTOR:

By: Jose Montoya
Jose Montoya
Assistant City Attorney

Douglas Howell
Douglas Howell
Vice President of Service & Maintenance

RECOMMENDED FOR APPROVAL:

Nabil Saba
Executive Director
Public Works Agency

EXHIBIT A



Douglas Howell, Vice President of Service & Maintenance

3570 81st Street NW

Oronoco, MN 55960 • 507-208-9278

dhowell@opalfuels.com

SERVICE AGREEMENT – ALL INCLUSIVE 100% WARRANTY

Date: 7/20/2022

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

Location and estimated annual station production:

- 215 South Center St, Santa Ana, CA – 77,000 GGE

The locations referred to in above are referred to herein collectively as the “CNG Stations” and each individually as a “CNG Station.”

SERVICE TYPE INCLUDED IN ALL INCLUSIVE AGREEMENT:

Each visit will include but will not be limited to the elements outlined under the “Preventative Maintenance General Terms”.

- All consumables
- All service parts
- All compressor major and minor rebuilds – including electric motors
- All equipment warranty and parts fulfillment – 100% full coverage during the term of the agreement
- All scheduled required labor
- All unscheduled, emergency, labor
- Weekly and Bi-Weekly service visits with a minimum of 5 hours on site at each visit
- 365/24/7 station remote monitoring
- On site response time on full station outage – 6 hours or less
- On site response time for partial station outage – 24 hours or less
- Dedicated service van and technician
- On site storage of daily and weekly required consumables

OPAL Fuels will offer the additional ongoing services related to the installed Public Fueling Dispenser.

- OPAL Fuels will service the public Comdata Fuel Management System
- Estimated monthly volume – 1,000 Gallons
- The City of Santa Ana will pay the monthly service charge is to keep the Comdata system active to support 3rd party credit cards. The monthly fee to support the Comdata system is included in the total charges identified in the maintenance agreement.
- OPAL Fuels will work with the City of Santa Ana Accounting to set up accounts with common credit card companies such as Visa, Mastercard, AMEX and Heartland for Clearing card transactions.

In addition to the annual Comdata activation fee, there is a settlement fee of 3-6% on the amount of fuel dispensed charged by the credit card companies for each card transaction.

SERVICE AGREEMENT – ALL INCLUSIVE 100% WARRANTY

The City of Santa Ana will get a check direct from the bank (Clearing House for Credit Cards) with the amount charged to the customer minus the 3-6% fee.

Opal Fuels will install a Wireless Communication Panel on site to provide real time/minute by minute status of each CNG Station. This Communication Panel will log station operation and activity to help predict maintenance failures before they happen. This information will be available on a cloud-based server for both Opal Fuels and the customer. This allows Opal Fuels to provide 365/24/7 station monitoring.

OPAL FUELS SUPPORT:

- For emergency 24-hour service: (844) 236-7562
- For parts & oil: Cathy Cartland, ccartland@opalfuels.com, D:(678) 283-0213 O:(844) 226-0256
- For billing questions: Valerie Sweig, vsweig@opalfuels.com, D:(507) 218-4502 O:(844) 226-0256

PREVENTATIVE MAINTENANCE – GENERAL TERMS:

- A Opal Fuels technician will be on site weekly/bi-weekly to provide maintenance services.
- A Opal Fuels technician will visit with the site manager at the beginning of the site visit to get a list of any known deficiencies that require attention and need correction.
- Opal Fuels personnel shall prepare and provide the client with a (PM) Service Report at the conclusion of each (PM) or repair event. This report shall detail (PM) activities, actions taken, and list potential future hard parts replacement events.
- Opal Fuels shall perform such (PM) services during normal business days and hours of operation.
- Opal Fuels personnel will not remove hazardous waste materials (used oil) from customer's jobsite. Customer shall provide Opal Fuels with approved containers for the disposal of subject hazardous waste materials.
- Opal Fuels will provide 100% parts, service, and warranty on each CNG Station during the Term. If there is damage created to the station that is not part of ongoing wear and tear of CNG operations, Opal Fuels will invoice for any damaged parts and labor caused by customer negligence such as trucks driving away with connected hoses and equipment hit and damaged by trucks. Prior to invoicing, Opal Fuels will discuss damage with the customer site manager and get sign off for the repairs. Customer will reserve the rights to replace or repair customer damaged items at their own expense.
- Opal Fuels will not be responsible for damages due to acts of nature, such as fire, flood, unusually severe weather, etc., resulting in additional costs due to interruption of electrical power or other utilities, equipment failure or damage reasonably beyond its control. Customer and Opal Fuels shall notify each other as soon as reasonably possible following the occurrence of an event as described. Additional costs for replacement or repair will be discussed with the customer and signed off prior to invoicing.
- All major compressor rebuilds will be done by Ariel or Sauer factory trained and certified compressor master technicians.
- Below are the tasks required to maintain each CNG Station that Opal Fuels will be providing along with weekly inspection reports filled out by the site technicians and made available to the customer.

PREVENTATIVE MAINTENANCE SCHEDULE- Maintenance Checklist and Duties Guideline performed by Opal Fuels.

Tasks included in PM agreement are done by Opal Fuels factory trained field service technicians.

Compressors & Related Equipment

Logging

- Log running hours
- Log temperatures
- Log suction pressure
- Log inter-stage pressures
- Log oil levels and usage

Compressors

- Check oil consumption and oil levels
- Check leak rate of mechanical seals
- Drain effluents from receiver tank
- Leak check pressurized loop – look and listen for leaks
- Run to operating conditions; if able
- Record operating temperatures
- Record operating pressures
- Record motor FLA
- Observe & record unusual conditions
- Observe compressor control operations
- Observe priority or buffer fill operation
- Fill vehicles as available
- Observe dispenser operations
- Check gas dryer operations
- Inspect suction filter; change as required
- Replace all inter-stage filter elements, as applicable to manufacturers requirements
- Exchange motor work oil and filter; as applicable and to manufacturers requirements
- Clean motor work oil strainer during oil changes
- Inspect clean discharge check valves
- Check inter-stage check valves for contamination
- Clean v-belt grooves of flywheel and motor pulleys
- Check condition of v-belt and belt tension
- Clean/inspection suction/discharge valves of all stages
- Grease/lubricate motor bearings
- Check condensate collecting tank for contamination
- Check all flexible hoses for signs of deterioration or damage
- Inspect v-belts for proper wear and alignment
- Torque all cylinder heads (machine warm and in standstill condition)

Dispensers- Fast Fill (if applicable)

- Verify on/off switch operations
- Visually inspect tubing, piping, and valves for leaks and abnormalities

SERVICE AGREEMENT – ALL INCLUSIVE 100% WARRANTY

- Check and drain inlet filters
- Check valve sequencing
- Visually inspect all pressure relief devices for signs of failure or leakage
- Verify ESD control functions and safety equipment
- Verify on/off switch operations
- Verify ESD control functions
- Verify 4,250-psig maximum fill pressure limits

Dispensers – Time Fill

- Visually inspect tubing, piping, and valves for leaks and abnormalities
- Check and drain inlet filters
- Verify ESD control functions and safety equipment

Methane Gas Detection Sensors

- Verify and test operations
- Test equipment to meet OEM design criteria
- Repair and replace defective equipment

Inlet Gas Dryer

- Monthly – Drain pre-filter, blower house, and sump
- Monthly – check differential pressure across pre-filter and after-filter elements. Replace if required when gauge is approaching red zone or 3-5 PSID
- Monthly – check dewpoint for reading below -40F. If above, then regenerate dryer
- Monthly – check and maintain operating conditions: pressure, flow, temperature within the design of parameters of the dryer.
- Six Months – recalibrate/check span of moisture analyzer
- Six Months – replace pre-filter, after-filter, and separator elements if needed
- Annually – regenerate dryer, check regeneration cycle to ensure working properly
- 1000 Hours – change oil in blower

2000 Hour Intervals

- Post compression coalescing filter element replacement
- Compressor frame oil replacement (crankcase oil)
- Compressor frame oil replacement (crankcase oil filter)
- Compressor oil strainer element cleaning
- Force feed lubricator box lube oil replacement
- Force feed lubricator filter replacement
- Compressor interstage coalescing filter element replacement
- Driver motor lubrication (grease bearings per manufacturers recommendations)

3000 Hour Intervals

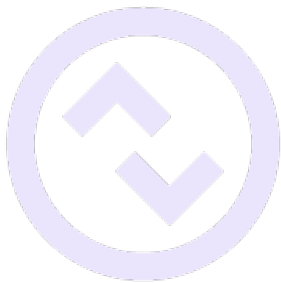
- Post compression coalescing filter element replacement

4000 & 8000 Hour Intervals – Compressor Rebuild

- Post compression coalescing filter element replacement
- Compressor frame oil replacement (crankcase oil)
- Compressor frame oil replacement (crankcase oil filter)
- Compressor oil strainer element cleaning
- Force feed lubricator box lube oil replacement.

SERVICE AGREEMENT – ALL INCLUSIVE 100% WARRANTY

- Force feed lubricator filter replacement
- Compressor interstage coalescing filter element replacement
- Driver motor lubrication (grease bearings per manufacturers recommendations)
- Compressor valves (rebuild or replace)
- Measure & record all internal critical clearances (per Ariel specifications)
- Replace any out of spec components
- Compressor piston ring/rider band replacement
- Compressor packing rebuild or replacement
- Check all compressor critical fasteners for proper torque (nozzles, valve caps, heads, packing cases, etc.)
- Compressor soft foot measure & record (correct if needed per Ariel spec)
- Compressor to driver alignment & record (correct if needed per Ariel spec)



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Inspection Report

MNS #

Customer Information				Site Visit Information			
Customer ID:		Service Site ID:		TSE Technician:		Date:	
Company:				Name of Customer Contacted:			
Contact Name:				Customer Comments:			
Address:							
City:							
State:		Zip Code:					
Maintenance Checklist							
Item	1. Compressor and Controls List	See Comment Below	Good	Repair	N/A		
1	Check daily service log for outstanding issues and talk to customer (Record in comments)						
2	Check fault logs and active faults (Record in comments)						
3	Check overall condition of all Signage and Labeling in the Compressor Compound Area						
4	Check operation of all lighting in the Compressor Compound Area						
5	Check MCC and Communication Panel fan/air conditioner operation and air filters - clean or replace filters as necessary						
6	Check Compressor Skid and MCC enclosures for damage, water leaks/intrusion, rust and corrosion						
7	Check Compressor Skid anchoring bolts and nuts for looseness, broken bolts, and cracks in brackets, motor mounts and frame						
8	Verify dates (Re-Certification) on all Pressure Relief Valves located in/on Compressor Skid, Gas Dryer, Priority Panel, Defuel Panel, Storage, and Dispenser						
9	Check Day Tank oil level, add oil if needed						
10	Check oil level in the Compressor Frame Site Glass						
11	Check Methane Detector / fan or system						
12	Observe the Compressor operation during fill						
13	Check that Control Panel is functioning properly						
14	Compare Transducer readings to Gauge readings						
15	Record unusual noises and/or vibrations from Compressor in comments						
16	Inspect for oil leaks on Compressor and at all oil supply line fittings						
17	Inspect for loose tubing clamps and connectors						
18	Check ESD operation in Dispenser, Compressor and Time Fill areas.						
19	Verify Red Compressor Status Lamp is lit, and that Email Alarm Notification System and/or Pager Duty Notifications of ESD events were sent.						
20	Verify MSA (Main Supply Aparatus) Gas Inlet Actuator Valve and Compressor Inlet Valves are closed upon ESD activation (if applicable)						
21	Check operation of Compressor Indicator "Stack" Lights (if applicable) during normal operation and ESD fault						
22	Drain condensates from Relief Valve Vent Stacks and Manifolds in the following areas: <input type="checkbox"/> Compressor <input type="checkbox"/> Gas Dryer <input type="checkbox"/> Priority Panel <input type="checkbox"/> Defuel Panel <input type="checkbox"/> Storage						
Item	2. Buffer/Priority Panel and Gas Storage Inspection	See Comment Below	Good	Repair	N/A		
1	Verify the Pressure Relief Valves on Storage Vessels are locked open						
2	Inspect Buffer Storage for signs of damage/rust						
3	Inspect Buffer/Priority Panel & tubing for damage						
4	Observe operation of the Priority Panel and controls						
5	Drain Post Compression Filters						



Daily Inspection Report

Item	3. Gas Dryer Inspection	See Comment Below	Good	Repair	N/A
1	Check Gas Dryer controller for alarms and status				
2	Check for damage				
3	Check Filter Differential Pressure Gauges while running				
4	Check Dew Point (Record on page 2)				
5	Check Heat Trace Indicator (in cold weather)				
Item	4. Dispenser, Defueling Systems and Time Fill Posts	See Comment Below	Good	Repair	N/A
1	Check overall condition of all Signage and Labeling in the Dispenser and Time Fill Areas				
2	Check operation of all Work Lights and Flood Lights in the Dispenser and Time Fill Areas				
3	Check Fire Extinguishers inspection date, charge, condition, and placement around equipment compound				
4	Visually inspect Dispenser LCD Display for defects and damage				
5	Check the Dispenser for active fault codes				
6	Inspect hoses, nozzles, valves and breakaways for leaks or damage				
7	Inspect Nozzle condition/operation and clean with degreaser spray if nozzle is dirty or oily				
8	Inspect Dispenser operation and observe vehicle fueling from Dispenser				
9	Check the Defueling Panel status for faults/alarms				
10	Check the condition/operation of the Defueling Hose, Breakaway Devices, Nozzle Valve and Coupler				
11	Inspect all Time-Fill and Direct-Fill posts, reels, lines & connections				
12	Verify operation of On/Off Valve on Time-Fill and Direct-Fill Nozzles and lubricate nozzle with Silicone Spray Lubricant if needed				
13	Observe vehicle fueling from Time Fill station				
14	Verify Flow Meters are displaying flow on dashboard during fueling event				
Item	5. Leak Detection	See Comment Below	Good	Repair	N/A
1	All Pre-Compression lines, fittings & valves from Gas Meter to Dryer				
2	All Dryer connections, fittings, valves, flanges & filter housings				
3	Supply lines from Dryer to Compressors				
4	All connections, fittings, valves & filter housings inside Compressor enclosure				
5	Supply lines to Priority Panel				
6	All connections, fittings & valves inside Buffer/Priority Panel				
7	Supply lines, fittings & valves before and after Buffer Storage				
8	Post Compression filter housings				
9	All Dispenser, Defuel Panel, Time Fill and Direct Fill lines, connections, & fittings				
	6. Oil Replenishment	See Comment Below	5 Gal	30 Gal	55 Gal
1	Does site need oil replenished? <input type="checkbox"/> No <input type="checkbox"/> Yes - Check Gallon size and request Quote				
Comments: (Enter Section # and Item # before each comment)					

SERVICE AGREEMENT – ALL INCLUSIVE 100% WARRANTY



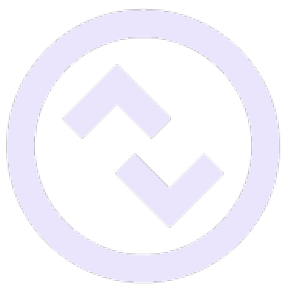
Inspection Report

				F-49370	F-49371	F-49372	F-49373	F-49374			
Inspection				Comp #1	Comp #2	Comp #3	Comp #4	Comp #5	Comp #6	Comp #7	Comp #8
	Compressor Hours	Hours									
Running @ Op. Temp	Oil Level*	Half Full in Site Glass While Running	Full/Add								
	Day Tank	Add Oil To Compressor Day Tank	Gal								
Running @ Op. Temp	Lube Cycle Rate 1*	Target (22 Sec)	Seconds								
Running @ Op. Temp	Lube Cycle Rate 2*	*****	Seconds								
Running @ Op. Temp	Oil Pressure*	60 Psig Hot Normal	Psig								
	Oil Filter DP***	Must be < 10 Psig	Psig								
Running @ Op. Temp	Rec. Tank Pressure		Psig								
Running @ Op. Temp	Comp Inlet Pressure*	46 To 60 Psig (55 Psig Normal)	Psig								
	Utility Gas Pressure		Psig								
	Ambient Air Temp		Deg F								
Running @ Op. Temp	Motor Amperage Reading on Motor Control Panel HMI		Amperage								
Running @ Op. Temp	Motor Voltage Reading on Motor Control Panel HMI		Voltage								
Stage 1											
Running @ Op. Temp	Pressure*	180 To 210 (200 Psig Normal)	Psig								
Running @ Op. Temp	Discharge Temp*	233 To 257F (262F Shutdown)	Deg F								
Stage 2											
Running @ Op. Temp	Pressure*	368 To 429 (409 Psig Normal)	Psig								
Running @ Op. Temp	Discharge Temp*	246 To 276F (302F Shutdown)	Deg F								
Stage 3											
Running @ Op. Temp	Pressure*	1158 To 1351 (1287 Psig Normal)	Psig								
Running @ Op. Temp	Discharge Temp*	298 To 338F (350F Shutdown)	Deg F								
Stage 4											
Running @ Op. Temp	Pressure*	3535 To 4545 Psig (4000 Psig Normal)	Psig								
Running @ Op. Temp	Discharge Temp*	268 To 324F (350F Shutdown)	Deg F								
Stage 5											
Running @ Op. Temp	Pressure*		Psig								
Running @ Op. Temp	Discharge Temp*		Deg F								
Final											
Running @ Op. Temp	Discharge Pressure		Psig								
Running @ Op. Temp	Time Fill Pressure		Psig								
Dryer											
	Dew Point Sensor**	(<40F Or Lower)	Deg F								
	Dryer Inlet Pressure		Psig								
	Dryer Outlet Pressure		Psig								
Drain Condensate Collection Points											
	Drain Compressor - Receiver Tank		Oz								
	Drain Compressor Packing Oil Collection Tank		Oz								
	Drain Compressor - Inlet Filter		Oz								
	Drain Station - Post Compression Filters (Total)		Oz								
Dispenser #1-8	Drain Dispenser - Internal Filter (Should be zero condensate)*		Oz								
Dispenser #9-16	Drain Dispenser - Internal Filter (Should be zero condensate)*		Oz								
Gas Meter Reading											
	Main Inlet Gas Meter		Meter								
Service Site Notes											
* Contact RSM if readings are out of range											
**Contact RSM if Dew Point reading is -100 to +68 to schedule regen of dryer											
***DP = Differential Pressure - Change filter if > 10 Psig											

[illegible]

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