

1 needed by Consultant, shall be available only during City's normal business hours and
2 provided that milestones for performance, if any, are met.

3 C. Consultant has requested to receive regular payments. City shall
4 pay Consultant in due course of payments following receipt from Consultant and approval
5 by City of invoices showing the services or task performed, the time expended (if billing is
6 hourly), and the name of the Project. Consultant shall certify on the invoices that
7 Consultant has performed the services in full conformance with this Agreement and is
8 entitled to receive payment. Each invoice shall be accompanied by a progress report
9 indicating the progress to date of services performed and covered by the invoice,
10 including a brief statement of any Project problems and potential causes of delay in
11 performance, and listing those services that are projected for performance by Consultant
12 during the next invoice cycle. Where billing is done and payment is made on an hourly
13 basis, the parties acknowledge that this arrangement is either customary practice for
14 Consultant's profession, industry or business, or is necessary to satisfy audit and legal
15 requirements which may arise due to the fact that City is a municipality.

16 D. Consultant represents that Consultant has obtained all necessary
17 information on conditions and circumstances that may affect its performance and has
18 conducted site visits, if necessary.

19 E. CAUTION: Consultant shall not begin work until this Agreement has
20 been signed by both parties and until Consultant's evidence of insurance has been
21 delivered to and approved by City.

22 2. TERM. The term of this Agreement shall commence at midnight on
23 March 1, 2007, and shall terminate at 11:59 p.m. on February 29, 2008, unless sooner
24 terminated as provided in this Agreement, or unless the services or the Project is
25 completed sooner.

26 3. COORDINATION AND ORGANIZATION.

27 A. Consultant shall coordinate its performance with City's
28 representative, if any, named in Exhibit "B", attached to this Agreement and incorporated

1 by this reference. Consultant shall advise and inform City's representative of the work in
2 progress on the Project in sufficient detail so as to assist City's representative in making
3 presentations and in holding meetings on the Project. City shall furnish to Consultant
4 information or materials, if any, described in Exhibit "C", attached to this Agreement and
5 incorporated by this reference, and shall perform any other tasks described in the Exhibit.

6 B. The parties acknowledge that a substantial inducement to City for
7 entering this Agreement was and is the reputation and skill of Consultant's key employee
8 Robert Rizzo. City shall have the right to approve any person proposed by Consultant to
9 replace that key employee.

10 4. INDEPENDENT CONTRACTOR. In performing its services,
11 Consultant is and shall act as an independent contractor and not an employee,
12 representative or agent of City. Consultant shall have control of Consultant's work and
13 the manner in which it is performed. Consultant shall be free to contract for similar
14 services to be performed for others during this Agreement; provided, however, that
15 Consultant acts in accordance with Section 9 and Section 11 of this Agreement.
16 Consultant acknowledges and agrees that (a) City will not withhold taxes of any kind from
17 Consultant's compensation; (b) City will not secure workers' compensation or pay
18 unemployment insurance to, for or on Consultant's behalf; and (c) City will not provide
19 and Consultant is not entitled to any of the usual and customary rights, benefits or
20 privileges of City employees. Consultant expressly warrants that neither Consultant nor
21 any of Consultant's employees or agents shall represent themselves to be employees or
22 agents of City.

23 5. INSURANCE. As a condition precedent to the effectiveness of this
24 Agreement, Consultant shall procure and maintain at Consultant's expense for the
25 duration of this Agreement from insurance companies that are admitted to write
26 insurance in California or from authorized non-admitted insurance companies that have
27 ratings of or equivalent to A:VIII by A.M. Best Company the following insurance:
28

1 (a) Commercial general liability insurance (equivalent in scope to
2 ISO form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than
3 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
4 coverage shall include but not be limited to broad form contractual liability,
5 cross liability, independent contractors liability, and products and
6 completed operations liability. City, its officials, employees and agents
7 shall be named as additional insureds by endorsement (on City's
8 endorsement form or on an endorsement equivalent in scope to ISO form
9 CG 20 10 11 85 or to both CG 20 10 10 01 and CG 20 37 10 01), and this
10 insurance shall contain no special limitations on the scope of protection
11 given to City, its officials, employees and agents.

12 (b) Workers' Compensation insurance as required by the California
13 Labor Code and employer's liability insurance in an amount not less than
14 \$1,000,000.

15 (c) Professional liability or errors and omissions insurance in an
16 amount not less than \$1,000,000 per claim.

17 (d) Commercial automobile liability insurance (equivalent in scope
18 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
19 amount not less than \$500,000 combined single limit per accident.

20 Any self-insurance program, self-insured retention, or deductible must be
21 separately approved in writing by City's Risk Manager or designee and shall protect City,
22 its officials, employees and agents in the same manner and to the same extent as they
23 would have been protected had the policy or policies not contained retention or
24 deductible provisions. Each insurance policy shall be endorsed to state that coverage
25 shall not be reduced, non-renewed or canceled except after thirty (30) days prior written
26 notice to City, and shall be primary and not contributing to any other insurance or self-
27 insurance maintained by City. Consultant shall notify City in writing within five (5) days
28 after any insurance has been voided by the insurer or cancelled by the insured. If this

1 coverage is written on a "claims made" basis, it must provide for an extended reporting
2 period of not less than one year, commencing on the date this Agreement expires or is
3 terminated, unless Consultant guarantees that Consultant will provide to City evidence of
4 uninterrupted, continuing coverage for a period of not less than three (3) years,
5 commencing on the date this Agreement expires or is terminated.

6 Consultant shall require that all subconsultants or contractors that
7 Consultant uses in the performance of these services maintain insurance in compliance
8 with this Section unless otherwise agreed in writing by City's Risk Manager or designee.

9 Prior to the start of performance, Consultant shall deliver to City certificates
10 of insurance and the endorsements for approval as to sufficiency and form. In addition,
11 Consultant shall, within thirty (30) days prior to expiration of the insurance, furnish to City
12 certificates of insurance and endorsements evidencing renewal of the insurance. City
13 reserves the right to require complete certified copies of all policies of Consultant and
14 Consultant's subconsultants and contractors, at any time. Consultant shall make
15 available to City's Risk Manager or designee all books, records and other information
16 relating to this insurance, during normal business hours.

17 Any modification or waiver of these insurance requirements shall only be
18 made with the approval of City's Risk Manager or designee. Not more frequently than
19 once a year, City's Risk Manager or designee may require that Consultant, Consultant's
20 subconsultants and contractors change the amount, scope or types of coverages
21 required in this Section if, in his or her sole opinion, the amount, scope or types of
22 coverages are not adequate.

23 The procuring or existence of insurance shall not be construed or deemed
24 as a limitation on liability relating to Consultant's performance or as full performance of or
25 compliance with the indemnification provisions of this Agreement.

26 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
27 contemplates the personal services of Consultant and Consultant's employees, and the
28 parties acknowledge that a substantial inducement to City for entering this Agreement

1 was and is the professional reputation and competence of Consultant and Consultant's
2 employees. Consultant shall not assign its rights or delegate its duties under this
3 Agreement, or any interest in this Agreement, or any portion of it, without the prior
4 approval of City, except that Consultant may with the prior approval of the City Manager
5 of City, assign any moneys due or to become due Consultant under this Agreement. Any
6 attempted assignment or delegation shall be void, and any assignee or delegate shall
7 acquire no right or interest by reason of an attempted assignment or delegation.
8 Furthermore, Consultant shall not subcontract any portion of its performance without the
9 prior approval of the City Manager or designee, or substitute an approved subconsultant
10 or contractor without approval prior to the substitution. Nothing stated in this Section
11 shall prevent Consultant from employing as many employees as Consultant deems
12 necessary for performance of this Agreement.

13 7. CONFLICT OF INTEREST. Consultant, by executing this
14 Agreement, certifies that, at the time Consultant executes this Agreement and for its
15 duration, Consultant does not and will not perform services for any other client which
16 would create a conflict, whether monetary or otherwise, as between the interests of City
17 and the interests of that other client. And, Consultant shall obtain similar certifications
18 from Consultant's employees, subconsultants and contractors.

19 8. MATERIALS. Consultant shall furnish all labor and supervision,
20 supplies, materials, tools, machinery, equipment, appliances, transportation and services
21 necessary to or used in the performance of Consultant's obligations under this
22 Agreement, except as stated in Exhibit "C".

23 9. OWNERSHIP OF DATA. All materials, information and data
24 prepared, developed or assembled by Consultant or furnished to Consultant in
25 connection with this Agreement, including but not limited to documents, estimates,
26 calculations, studies, maps, graphs, charts, computer disks, computer source
27 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,
28 information, material and memorandum ("Data") shall be the exclusive property of City.

1 Data shall be given to City, and City shall have the unrestricted right to use and disclose
2 the Data in any manner and for any purpose without payment of further compensation to
3 Consultant. Copies of Data may be retained by Consultant but Consultant warrants that
4 Data shall not be made available to any person or entity for use without the prior approval
5 of City. This warranty shall survive termination of this Agreement for five (5) years.

6 10. TERMINATION. Either party shall have the right to terminate this
7 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
8 prior notice to the other party. In the event of termination under this Section, City shall
9 pay Consultant for services satisfactorily performed and costs incurred up to the effective
10 date of termination for which Consultant has not been previously paid. The procedures
11 for payment in Section 1.B. with regard to invoices shall apply. On the effective date of
12 termination, Consultant shall deliver to City all Data developed or accumulated in the
13 performance of this Agreement, whether in draft or final form, or in process. And,
14 Consultant acknowledges and agrees that City's obligation to make final payment is
15 conditioned on Consultant's delivery of the Data to City.

16 11. CONFIDENTIALITY. Consultant shall keep all Data confidential and
17 shall not disclose the Data or use the Data directly or indirectly, other than in the course
18 of performing its services, during the term of this Agreement and for five (5) years
19 following expiration or termination of this Agreement. In addition, Consultant shall keep
20 confidential all information, whether written, oral or visual, obtained by any means
21 whatsoever in the course of performing its services for the same period of time.
22 Consultant shall not disclose any or all of the Data to any third party, or use it for
23 Consultant's own benefit or the benefit of others except for the purpose of this
24 Agreement.

25 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
26 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
27 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available
28 without breach of this Agreement by Consultant; or (c) a third party who has a right to

1 disclose does so to Consultant without restrictions on further disclosure; or (d) must be
2 disclosed pursuant to subpoena or court order.

3 13. ADDITIONAL COSTS AND REDESIGN.

4 A. Any costs incurred by City due to Consultant's failure to meet the
5 standards required by the scope of work or Consultant's failure to perform fully the tasks
6 described in the scope of work which, in either case, causes City to request that
7 Consultant perform again all or part of the Scope of Work shall be at the sole cost of
8 Consultant and City shall not pay any additional compensation to Consultant for its re-
9 performance.

10 B. If the Project involves construction and the scope of work requires
11 Consultant to prepare plans and specifications with an estimate of the cost of
12 construction, then Consultant may be required to modify the plans and specifications, any
13 construction documents relating to the plans and specifications, and Consultant's
14 estimate, at no cost to City, when the lowest bid for construction received by City
15 exceeds by more than ten percent (10%) Consultant's estimate. This modification shall
16 be submitted in a timely fashion to allow City to receive new bids within four (4) months
17 after the date on which the original plans and specifications were submitted by
18 Consultant.

19 14. AMENDMENT. This Agreement, including all Exhibits, shall not be
20 amended, nor any provision or breach waived, except in writing signed by the parties
21 which expressly refers to this Agreement.

22 15. LAW. This Agreement shall be governed by and construed pursuant
23 to the laws of the State of California (except those provisions of California law pertaining
24 to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and
25 regulations of and obtain all permits, licenses and certificates required by all federal, state
26 and local governmental authorities.

27 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
28 constitutes the entire understanding between the parties and supersedes all other

1 agreements, oral or written, with respect to the subject matter in this Agreement.

2 17. INDEMNITY. Consultant shall, with respect to services performed in
3 connection with this Agreement, indemnify and hold harmless City, its Boards,
4 Commissions, and their officials, employees and agents (collectively in this Section,
5 "City") from and against any and all liability, claims, demands, damage, loss, causes of
6 action, proceedings, penalties, costs and expenses (including attorney's fees, court
7 costs, and expert and witness fees) (collectively "Claims" or individually "Claim"). Claims
8 include allegations and include by way of example but are not limited to: Claims for
9 property damage, personal injury or death arising in whole or in part from any negligent
10 act or omission of Consultant, its officers, employees, agents, sub-consultants or anyone
11 under Consultant's control (collectively "Indemnitor"); willful misconduct;
12 misrepresentation; and Claims by any employee of Indemnitor relating in any way to
13 worker's compensation. Independent of the duty to indemnify and as a free-standing
14 duty on the part of Consultant, Consultant shall defend City and shall continue this
15 defense until the Claim is resolved, whether by settlement, judgment or otherwise. No
16 finding or judgment of negligence, fault, breach or the like on the part of Indemnitor shall
17 be required for the duty to defend to arise. Consultant shall notify City of any Claim
18 within ten (10) days. Likewise, City shall notify Consultant of any Claim, shall tender the
19 defense of the Claim to Consultant, and shall assist Consultant, as may be reasonably
20 requested, in the defense.

21 18. AMBIGUITY. In the event of any conflict or ambiguity between this
22 Agreement and any Exhibit, the provisions of this Agreement shall govern.

23 19. COSTS. If there is any legal proceeding between the parties to
24 enforce or interpret this Agreement or to protect or establish any rights or remedies under
25 it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

26 20. NONDISCRIMINATION. In connection with performance of this
27 Agreement and subject to applicable rules and regulations, Consultant shall not
28 discriminate against any employee or applicant for employment because of race, religion,

1 national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap or
2 disability. Consultant shall ensure that applicants are employed, and that employees are
3 treated during their employment, without regard to these bases. These actions shall
4 include, but not be limited to, the following: employment, upgrading, demotion or transfer;
5 recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of
6 compensation; and selection for training, including apprenticeship.

7 It is the policy of City to encourage the participation of Disadvantaged,
8 Minority and Women-Owned Business Enterprises in City's procurement process, and
9 Consultant agrees to use its best efforts to carry out this policy in its use of
10 subconsultants and contractors to the fullest extent consistent with the efficient
11 performance of this Agreement. Consultant may rely on written representations by
12 subconsultants and contractors regarding their status. City's policy is attached as Exhibit
13 "D" to this Agreement. Consultant shall report to City in May and in December or, in the
14 case of short-term agreements, prior to invoicing for final payment, the names of all
15 subconsultants and contractors hired by Consultant for this Project and information on
16 whether or not they are a Disadvantaged, Minority or Women-Owned Business
17 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

18 21. NOTICES. Any notice or approval required by this Agreement shall
19 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
20 postage prepaid, addressed to Consultant at the address first stated above, and to City at
21 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a
22 copy to the City Engineer at the same address. Notice of change of address shall be
23 given in the same manner as stated for other notices. Notice shall be deemed given on
24 the date deposited in the mail or on the date personal delivery is made, whichever occurs
25 first.

26 22. COPYRIGHTS AND PATENT RIGHTS.

27 A. Consultant shall place the following copyright protection on all Data:
28 © City of Long Beach, California _____, inserting the appropriate year.

1 B. City reserves the exclusive right to seek and obtain a patent or
2 copyright registration on any Data or other result arising from Consultant's performance
3 of this Agreement. By executing this Agreement, Consultant assigns any ownership
4 interest Consultant may have in the Data to City.

5 C. Consultant warrants that the Data does not violate or infringe any
6 patent, copyright, trade secret or other proprietary right of any other party. Consultant
7 agrees to and shall protect, defend, indemnify and hold City, its officials and employees
8 harmless from any and all claims, demands, damages, loss, liability, causes of action,
9 costs or expenses (including reasonable attorney's fees) whether or not reduced to
10 judgment, arising from any breach or alleged breach of this warranty.

11 23. COVENANT AGAINST CONTINGENT FEES. Consultant warrants
12 that Consultant has not employed or retained any entity or person to solicit or obtain this
13 Agreement and that Consultant has not paid or agreed to pay any entity or person any
14 fee, commission or other monies based on or from the award of this Agreement. If
15 Consultant breaches this warranty, City shall have the right to terminate this Agreement
16 immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct
17 from payments due under this Agreement or otherwise recover the full amount of the fee,
18 commission or other monies.

19 24. WAIVER. The acceptance of any services or the payment of any
20 money by City shall not operate as a waiver of any provision of this Agreement or of any
21 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
22 Agreement shall not constitute a waiver of any other or subsequent breach of this
23 Agreement.

24 25. CONTINUATION. Termination or expiration of this Agreement shall
25 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
26 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

27 26. TAX REPORTING. As required by federal and state law, City is
28 obligated to and will report the payment of compensation to Consultant on Form 1099-

1 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
2 resulting from payments under this Agreement. Consultant's Employer Identification
3 Number is [REDACTED] If Consultant has a Social Security Number rather than an
4 Employer Identification Number, then Consultant shall submit that Social Security
5 Number in writing to City's Accounts Payable, Department of Financial Management.
6 Consultant acknowledges and agrees that City has no obligation to pay Consultant until
7 Consultant provides one of these numbers.

8 27. ADVERTISING. Consultant shall not use the name of City, its
9 officials or employees in any advertising or solicitation for business or as a reference,
10 without the prior approval of the City Manager or designee.

11 28. AUDIT. City shall have the right at all reasonable times during the
12 term of this Agreement and for a period of five (5) years after termination or expiration of
13 this Agreement to examine, audit, inspect, review, extract information from and copy all
14 books, records, accounts and other documents of Consultant relating to this Agreement.

15 29. THIRD PARTY BENEFICIARY. This Agreement is not intended or
16 designed to or entered for the purpose of creating any benefit or right for any person or
17 entity of any kind that is not a party to this Agreement.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

ELECTRIC TRANSPORTATION ENGINEERING CORPORATION (ETEC), an Arizona corporation

April 25th, 2007

By [Signature]

GARRET P. BENNEREGARD
(Type or Print Name)

April 25th, 2007

By [Signature]

KEVIN T. MORROW
(Type or Print Name)

"Consultant"

CITY OF LONG BEACH, a municipal corporation

5/8, 2007

By [Signature]
Assistant City Manager

"City"

EXECUTED PURSUANT TO SECTION 100.04 OF THE CITY CHARTER

This Agreement is approved as to form on 5/7, 2007.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

LAC:bg
07-01588
00102089

EXHIBIT “A”

Scope of Work



1/22/2007 REVISED

Quote: Q012207-001

Jimmie Smith
 City of Long Beach - Longbeach Airport
 4100 Donald Douglas Drive
 Long Beach, CA 90808


Phone: (562) 570-2613
 Fax: (562) 570-2614
 Email: Jimmie_Smith@longbeach.gov

Job Description: Provide, install and commission a fast charge system at Long Beach Airport consisting of (5) 15kW Dual Port ETEC SuperCharge Fast Chargers at locations 1, 6, 2, 7, & 5 per the attached Long Beach Map
 *Note: Locations 3 & 4 provided on a separate quote.

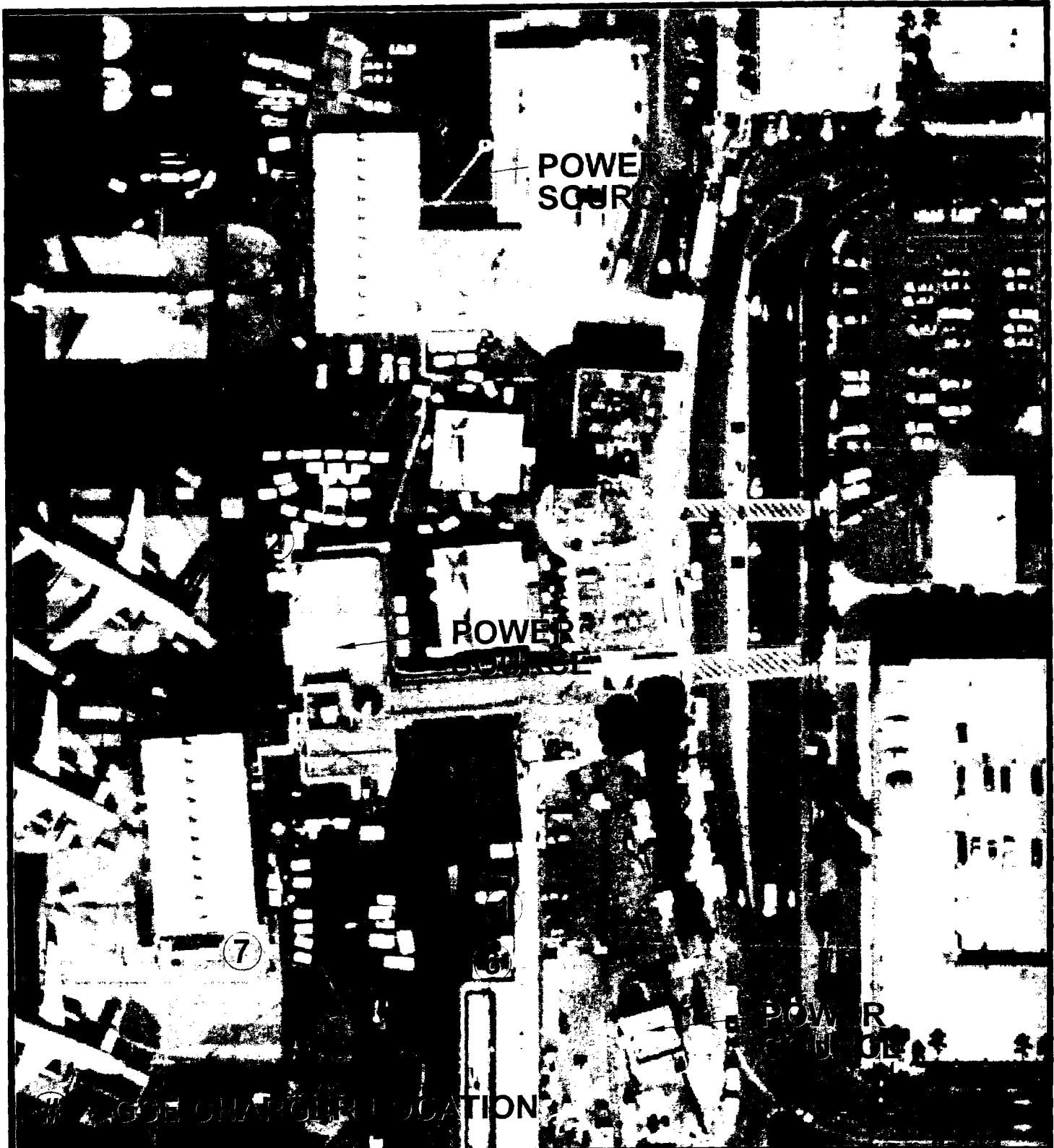
ITEM NO.	DESCRIPTION	QTY	PRICE EA.	TOTAL
1	Qty (5) SuperCharge GSE-200DP Dual Port 15kW Universal Charge Stations with data collection capability (up to 8000 charge events) via laptop (not included), 15ft BIW/ITT 400AMP 9-Pin cables and ground pedestal (Per attached SuperCharge Specification Detail)	5	\$ 22,500.00	\$ 112,500.00
2	Equipment delivered to Long Beach Airport, Long Beach California (Estimated - Billed at Actual plus any taxes, duties or fees that may apply)	5	\$ 350.00	\$ 1,750.00
3	Installation bid by Royal Electric and Project Management by ETEC (15% markup on sub-contractor)			
Locations #1 & #6	Installation of (2) Chargers at locations #1 & #6 per the attached map of airport. Details of quote are provided in Royal Electric Quote attached.			
	Location #1 & #6 BASE OPTION	1	\$ 63,969.61	\$ 63,969.61
	Location #1 & #6 UPGRADE ALTERNATE 1	1	\$ 93,480.11	
	Location #1 & #6 UPGRADE ALTERNATE 2	1	\$ 103,693.20	
Locations #2 & #7	Installation of (2) Chargers at locations #2 & #7 per the attached map of airport. Details of quote are provided in Royal Electric Quote attached.	1	\$ 22,188.00	\$ 22,188.00
Location #5	Installation of (1) Charger at location #5 per the attached map of airport. Details of quote are provided in Royal Electric Quote attached.	1	\$ 10,882.00	\$ 10,882.00
4	Engineering Services Required per Long Beach Airport Guidelines (Includes Engineering Drawings, airport review and approval process)			\$ 9,500.00
	City of Long Beach Permit Fee (est.)			\$ 1,500.00
5	Charge System Start-Up			Included
			SUB-TOTAL	\$ 222,289.61
	5% CONTINGENCY			\$ 11,114.48
			Tax	n/a
			Total	\$ 233,404.09

General Notes:

- 1) This quote is valid for 60 days
- 2) Vehicle Interface Boxes and Battery Identifiers are sold separately and are not included in this bid.
- 3) Assumes Airport personnel will provide escorting to contractors while on-site for installation of chargers
- 4) Estimated completion 12-14 weeks ARO
- 5) Any applicable taxes would be additional
- 6) Charger Warranty - 2 Year Parts and Labor (Per the Standard ETEC Warranty Terms)
- 7) Installation per attached Royal Electric Quotation

QUOTE BY: 
 Kevin P. Morrow
 602-716-9576, ext.24
kmorrow@etecevs.com
www.etecevs.com

430 South 2nd Avenue, Phoenix Arizona 85003



7
GSE CHARGER LOCATION

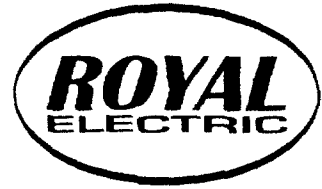
SCALE: NONE CITY OF LONG BEACH - CALIFORNIA
DEPARTMENT OF PUBLIC WORKS - CHRISTINE F. ANDERSEN, DIRECTOR



Location Map for LONG BEACH AIRPORT Fast Charger Locations GSE

4100 DONALD DOUGLAS DRIVE LONG BEACH, CA 90808





January 09, 2007

ETEC
430 S. 2nd Ave.
Phoenix, AZ 85003-2418

Attn: Rob Rizzo

Contract for: **Installation & Energizing of Owner Furnished GSE-200DP Fast Chargers
Chargers 2 & 7**

Proposal #: **20070109C2C7**

Gentlemen,
Royal Electric Company (REC) hereby proposes to furnish all labor, equipment, tools, supervision, insurance and other services required to provide the complete work in accordance with all applicable codes and regulations and exclusions as follows:

SCOPE OF WORK

Work includes installation of new circuit breakers in existing switch board, installation of conduit and wire from existing switch board to new pull cans, removal of existing Asphalt Concrete for the construction of two new concrete pads, installation of (2) new owner-furnished GSE-200DP Fast Chargers, energizing and testing the Fast Chargers and installation bollards in conformance with all applicable codes and regulations.

COMPLETION

Our proposal is based on compliance with a reasonable project schedule. Work will commence upon return of the signed Contract and will be performed Monday thru Friday between the hours of 07:00 AM to 03:30 PM.

STANDARD CLARIFICATIONS / EXCLUSIONS

1. If requested prior to commencement of work, REC can provide, at customer's expense, performance and payment bonds for this project. The bond cost is not included in the following bid amount.
2. This Proposal/Contract is valid 30 days from the date of this letter. Payment terms are 30 days net, upon date of invoice. Interest will accrue at 0.5% per day for payments received after the payment due date.
3. Acceptance of this proposal, as indicated by the customer's request for performance, shall constitute full acceptance of all terms and conditions as herein stated. This proposal shall constitute the entire agreement between the parties, and no further contract documents shall be required for performance or payment.
4. REC shall defend, indemnify and hold harmless Customer, its directors, officers, employees and agents from and against any and all damages, claims, liabilities, demands, costs and expenses (including reasonable attorneys' fees) arising out of or resulting from the provision of services provided under this Agreement, or from any act or omission of REC, its agents, employees or subcontractors, or which otherwise arises as a result of Seller's performance of this Agreement.
5. REC shall obtain and maintain the following insurance from companies acceptable to Customer during the term of this Agreement: (a) workers compensation insurance as required by law;

(b) liability insurance (including, but not limited to, premises, products and completed operations and contractual liabilities) for bodily injury including personal injury, property damage with a combined single limit of liability not less than two million dollars (\$2,000,000).

6. REC agrees to furnish Customer with certificates evidencing that service provider has the required insurance described above. Each policy will (a) be primary without right of contribution from any other insurance that is carried by Customer; (b) name JBAC, its officers, directors and employees as an additional insured; (c) contain a provision requiring Seller's insurers to provide JBAC with thirty (30) days prior written notice of any cancellation or adverse material change in such insurance.
7. REC's proposal excludes any obligation to indemnify our customer's for their own negligence, or to indemnify any other party for that party's own negligence.
8. Monthly and/or final invoices are to be paid in full (**no retention is to be withheld**) within 30 days of date of invoice. Interest will accrue at 0.5% per day for payments received after the payment due date.
9. Our proposal assumes that we will be provided with an escort to the work location during all hours of work.
10. Proposal excludes any permits or costs relative thereto. Additionally, we exclude testing of existing loads at existing switchboards or panels.
11. REC will provide reports of meggar testing on forms provided by REC. Proposal excludes any 3rd party inspection, testing or documentation.
12. REC excludes unloading and placement of Chargers on concrete pads.

Proposal Amount:

\$19,293.98

Upon your approval of the terms of this Proposal/Contract, please sign and return this Proposal/Contract to allow commencement of the work. No work will be performed without the signed and returned Customer Acceptance of the Proposal/Contract.

I would again like to thank you for the opportunity to submit this proposal for the above-mentioned project. If you have any questions, please contact me at (916) 399-6295.

Sincerely,
ROYAL ELECTRIC COMPANY



Victor Arrigo
Project Manager

CUSTOMER ACCEPTANCE

Company: ETEC

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXTRA WORK REPORT - SUMMARY SHEET

ROYAL ELECTRIC CO.

3131 52nd Avenue PO Box 231430 *** Sacramento, CA 95823-1530
 Tel (916) 428-0286 Fax (916) 428-4136
 Federal Tax ID No.: XXXXXXXXXX
 Contractor License No.: 357377

Date : 01/09/07

Submitted To : ETEC
 Attn: Rob Rizzo

Project : Long Beach Airport
 Description : Install GSE-200 DP Fast Charger #2 & #7 for ETEC at Long Beach Airport

LABOR			
1-1	LABOR		\$ 10,280.00
1-2	SUPT		
1	TOTAL LABOR COST		<u>\$ 10,280.00</u>
MATERIAL			
2-1	MATERIAL		\$ 3,532.95
2-2	SALES TAX	8.25 %	\$ 291.47
2	TOTAL MATERIAL		<u>\$ 3,824.42</u>
EQUIPMENT & OTHER			
3-1	EQUIPMENT		\$ 2,226.00
3	TOTAL EQUIPMENT & OTHER		<u>\$ 2,226.00</u>
SUBCONTRACTOR / OTHER			
4-1	SUB QUOTE		\$ -
4-2	SUB BONDS	% of line 4-1	\$ -
4	TOTAL SUBCONTRACTOR		<u>\$ -</u>
SUBTOTAL PRIOR TO MARKUP			
			<u>\$ 16,330.42</u>
MARKUP & BOND			
5-1	LABOR MARKUP	20 % of line 1	\$ 2,056.00
5-2	MATERIAL MARKUP	15 % of line 2	\$ 573.66
5-3	EQUIPMENT & OTHER MARKUP	15 % of line 3	\$ 333.90
5-4	SUBCONTRACTOR MARKUP	5 % of line 4	\$ -
5	TOTAL MARKUP		<u>\$ 2,963.56</u>
6	BOND (not applied to subcontractor)	% of lines 1, 2, 3, 4 & 5	<u>\$ -</u>
GRAND TOTAL			
7	GRAND TOTAL		<u>\$19,293.98</u>

CLARIFICATIONS AND EXCLUSIONS

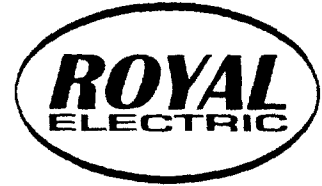
- 1 PROPOSAL IS VALID FOR 20 DAYS.
- 2 NO WORK WILL BE STARTED UNTIL A SIGNED CONTRACT IS RECEIVED FOR THIS WORK.
- 3 SEE ATTACHED SCOPE LETTER FOR CLARIFICATIONS & EXCLUSIONS

Long Beach Airport
Install GSE-200 DP Fast Charger #2 & #7 for ETEC at Long Beach Airport
01/09/07

Material, Subs & Other

Material Description	Total Qty	Unit Measure	Unit Price	Ext Price	Inc Tax
Concrete	2.00	CY	\$ 125.00	\$ 250.00	\$ 270.63
Wire Mesh	1	LS	\$ 50.00	\$ 50.00	\$ 54.13
Forming Material	1	LS	\$ 75.00	\$ 75.00	\$ 81.19
Nema-3 6"x6"x6" Pull Cans	2	EA	\$ 22.00	\$ 44.00	\$ 47.63
Challenger 30A-480V-3-phase circuit breaker	2	EA	\$ 225.00	\$ 450.00	\$ 487.13
GE 30A/480V/3 Pole Disconnect Switch	2	EA	\$ 250.00	\$ 500.00	\$ 541.25
1" Steel Flex	125	LF	\$ 0.95	\$ 118.75	\$ 128.55
1" Steel Flex Connector	2	EA	\$ 1.75	\$ 3.50	\$ 3.79
1" Seal Tight	12	LF	\$ 2.10	\$ 25.20	\$ 27.28
1" Seal Tight Connector	4	EA	\$ 2.50	\$ 10.00	\$ 10.83
1" Rigid ground bushing	4	EA	\$ 5.00	\$ 20.00	\$ 21.65
1" Rigid Conduit	240	LF	\$ 2.05	\$ 492.00	\$ 532.59
#10 THHN Wire	1700	LF	\$ 0.50	\$ 850.00	\$ 920.13
1" LB	6	EA	\$ 2.00	\$ 12.00	\$ 12.99
1" Rigid strut straps	25	EA	\$ 2.00	\$ 50.00	\$ 54.13
Shallow strut	10	LF	\$ 2.00	\$ 20.00	\$ 21.65
1/4"x1" Sheet metal screw	50	EA	\$ 0.25	\$ 12.50	\$ 13.53
4" Rigid for bollard	20	LF	\$ 2.50	\$ 50.00	\$ 54.13
Dump Fees	1	EA	\$ 500.00	\$ 500.00	\$ 541.25
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -

Total Material: \$ 3,532.95 \$ 3,824.42



January 22, 2007

ETEC
430 S. 2nd Ave.
Phoenix, AZ 85003-2418

Attn: Rob Rizzo

**Contract for: Installation & Energizing of Owner Furnished GSE-200DP Fast Chargers
Chargers 1 & 6**

Proposal #: 20070122C1C6

Gentlemen,
Royal Electric Company (REC) hereby proposes to furnish all labor, equipment, tools, supervision, insurance and other services required to provide the complete work in accordance with all applicable codes and regulations and exclusions as follows:

SCOPE OF WORK

Work includes installation of new circuit breakers in existing switch board, installation of conduit and wire from existing switch board to new pull cans, removal of existing Asphalt Concrete for the construction of two new concrete pads, installation of (2) new owner-furnished GSE-200DP Fast Chargers, energizing and testing the Fast Chargers and installation bollards, installation of one new manhole with H20 traffic rated capacity in conformance with all applicable codes and regulations.

COMPLETION

Our proposal is based on compliance with a reasonable project schedule. Work will commence upon return of the signed Contract and will be performed Monday thru Friday between the hours of 07:00 AM to 03:30 PM.

STANDARD CLARIFICATIONS / EXCLUSIONS

1. If requested prior to commencement of work, REC can provide, at customer's expense, performance and payment bonds for this project. The bond cost is not included in the following bid amount.
2. This Proposal/Contract is valid 30 days from the date of this letter. Payment terms are 30 days net, upon date of invoice. Interest will accrue at 0.5% per day for payments received after the payment due date.
3. Acceptance of this proposal, as indicated by the customer's request for performance, shall constitute full acceptance of all terms and conditions as herein stated. This proposal shall constitute the entire agreement between the parties, and no further contract documents shall be required for performance or payment.
4. REC shall defend, indemnify and hold harmless Customer, its directors, officers, employees and agents from and against any and all damages, claims, liabilities, demands, costs and expenses (including reasonable attorneys' fees) arising out of or resulting from the provision of services provided under this Agreement, or from any act or omission of REC, its agents, employees or subcontractors, or which otherwise arises as a result of Seller's performance of this Agreement.

5. REC shall obtain and maintain the following insurance from companies acceptable to Customer during the term of this Agreement: (a) workers compensation insurance as required by law; (b) liability insurance (including, but not limited to, premises, products and completed operations and contractual liabilities) for bodily injury including personal injury, property damage with a combined single limit of liability not less than two million dollars (\$2,000,000).
6. REC agrees to furnish Customer with certificates evidencing that service provider has the required insurance described above. Each policy will (a) be primary without right of contribution from any other insurance that is carried by Customer; (b) name JBAC, its officers, directors and employees as an additional insured; (c) contain a provision requiring Seller's insurers to provide JBAC with thirty (30) days prior written notice of any cancellation or adverse material change in such insurance.
7. REC's proposal excludes any obligation to indemnify our customer's for their own negligence, or to indemnify any other party for that party's own negligence.
8. Monthly and/or final invoices are to be paid in full (**no retention is to be withheld**) within 30 days of date of invoice. Interest will accrue at 0.5% per day for payments received after the payment due date.
9. Our proposal assumes that we will be provided with an escort to the work location during all hours of work.
10. Proposal excludes any permits or costs relative thereto. Additionally, we exclude testing of existing loads at existing switchboards or panels.
11. REC will provide reports of meggar testing on forms provided by REC. Proposal excludes any 3rd party inspection, testing or documentation.
12. REC excludes unloading and placement of Chargers on concrete pads.

Base Proposal Amount:	\$55,625.75
Alternate 1 Proposal Amount:	\$81,287.06
Alternate 2 Proposal Amount:	\$90,168.00

Alternate 1 proposal amount includes a 2000 A breaker with adjustable trip to 500 A installed in existing switchgear. Also includes 500 A sub-panel with two 30 A, 3 Phase, 480 V breakers and spaces for four spare future breakers.

Alternate 2 proposal amount includes a 2000 A breaker with adjustable trip to 1000 A installed in existing switchgear. Also includes 1000 A sub-panel with two 30 A, 3 Phase, 480 V breakers and spaces for four spare future breakers.

Upon your approval of the terms of this Proposal/Contract, please sign and return this Proposal/Contract to allow commencement of the work. No work will be performed without the signed and returned Customer Acceptance of the Proposal/Contract.

I would again like to thank you for the opportunity to submit this proposal for the above-mentioned project. If you have any questions, please contact me at (916) 399-6295.

Sincerely,
ROYAL ELECTRIC COMPANY



Victor Arrigo
Project Manager

CUSTOMER ACCEPTANCE

Company: ETEC

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXTRA WORK REPORT - SUMMARY SHEET

ROYAL ELECTRIC CO.

3131 52nd Avenue PO Box 231430 *** Sacramento, CA 95823-1530
 Tel (916) 428-0286 Fax (916) 428-4136
 Federal Tax ID No.: XXXXXXXXXX
 Contractor License No.: 357377

Date : 01/22/07

Submitted To : ETEC
 Attn: Rob Rizzo

Project : Long Beach Airport
 Description : Install GSE-200 DP Fast Charger #1 & #6 for ETEC at Long Beach Airport

LABOR			
1-1	LABOR		\$ 20,820.00
1-2	SUPT		
1	TOTAL LABOR COST		\$ 20,820.00
MATERIAL			
2-1	MATERIAL		\$ 17,106.70
2-2	SALES TAX	8.25 %	\$ 1,411.30
2	TOTAL MATERIAL		\$ 18,518.00
EQUIPMENT & OTHER			
3-1	EQUIPMENT		\$ 8,127.00
3	TOTAL EQUIPMENT & OTHER		\$ 8,127.00
SUBCONTRACTOR / OTHER			
4-1	SUB QUOTE		\$ -
4-2	SUB BONDS	% of line 4-1	\$ -
4	TOTAL SUBCONTRACTOR		\$ -
SUBTOTAL PRIOR TO MARKUP			
			\$ 47,465.00
MARKUP & BOND			
5-1	LABOR MARKUP	20 % of line 1	\$ 4,164.00
5-2	MATERIAL MARKUP	15 % of line 2	\$ 2,777.70
5-3	EQUIPMENT & OTHER MARKUP	15 % of line 3	\$ 1,219.05
5-4	SUBCONTRACTOR MARKUP	5 % of line 4	\$ -
5	TOTAL MARKUP		\$ 8,160.75
6	BOND (not applied to subcontractor)	% of lines 1, 2, 3, 4 & 5	\$ -
GRAND TOTAL			
7	GRAND TOTAL		\$55,625.75

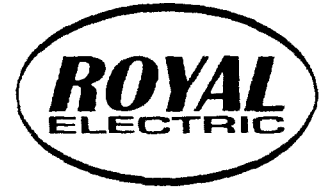
CLARIFICATIONS AND EXCLUSIONS

- 1 PROPOSAL IS VALID FOR 20 DAYS.
- 2 NO WORK WILL BE STARTED UNTIL A SIGNED CONTRACT IS RECEIVED FOR THIS WORK.
- 3 SEE ATTACHED SCOPE LETTER FOR CLARIFICATIONS & EXCLUSIONS

Long Beach Airport
Install GSE-200 DP Fast Charger #1 & #6 for ETEC at Long Beach Airport
01/22/07

Material, Subs & Other

Material Description	Total Qty	Unit Measure	Unit Price	Ext Price	Inc Tax
Concrete for Pad	1	CY	\$ 125.00	\$ 125.00	\$ 135.31
Concrete for sidewalk	2	CY	\$ 125.00	\$ 250.00	\$ 270.63
Concrete for ductbank	4	CY	\$ 125.00	\$ 500.00	\$ 541.25
Sand slurry	10	CY	\$ 110.00	\$ 1,100.00	\$ 1,190.75
Asphalt	2	Tons	\$ 95.00	\$ 190.00	\$ 205.68
Wire Mesh	2	LS	\$ 75.00	\$ 150.00	\$ 162.38
Forming Material	2	LS	\$ 100.00	\$ 200.00	\$ 216.50
Nema-3 6"x6"x6" Pull Cans	2	EA	\$ 22.00	\$ 44.00	\$ 47.63
GE 30A/480V Circuit Breaker	2	EA	\$ 225.00	\$ 450.00	\$ 487.13
GE 30A/480V/3 Pole Disconnect Switch	2	EA	\$ 250.00	\$ 500.00	\$ 541.25
200 amp breaker and hardware in existing Siemens switchgear we install ,dwg # 5471-2440j-11-2 section 6	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 1,082.50
200 amp nema 3 with 2 each 30 amp 480 3 phase circuit breaker and 4 spare space	1	EA	\$ 2,200.00	\$ 2,200.00	\$ 2,381.50
1" Seal Tight	12	LF	\$ 2.10	\$ 25.20	\$ 27.28
1" Seal Tight Connector	4	EA	\$ 2.50	\$ 10.00	\$ 10.83
1"Rigid Conduit	20	LF	\$ 2.05	\$ 41.00	\$ 44.38
1" Rigid 90	2	EA	\$ 5.00	\$ 10.00	\$ 10.83
1" Rigid ground bushing	4	EA	\$ 5.00	\$ 20.00	\$ 21.65
1" Rigid coupling	4	EA	\$ 2.00	\$ 8.00	\$ 8.66
#10 THHN Wire	100	LF	\$ 0.50	\$ 50.00	\$ 54.13
1" Rigid strut straps	4	EA	\$ 2.00	\$ 8.00	\$ 8.66
Shallow strut	8	LF	\$ 2.00	\$ 16.00	\$ 17.32
1/4"x3" Wedge anchor bolts SS	8	EA	\$ 1.50	\$ 12.00	\$ 12.99
4" Rigid for bollard	40	LF	\$ 2.50	\$ 100.00	\$ 108.25
3/8"x4" wedge anchor bolts with nuts and washer	8	EA	\$ 2.00	\$ 16.00	\$ 17.32
1/0 THHN stranded copper	1500	LF	\$ 1.65	\$ 2,475.00	\$ 2,679.19
4" PVC sch 40	125	LF	\$ 3.00	\$ 375.00	\$ 405.94
4" PVC sch 40 coupling	6	EA	\$ 3.00	\$ 18.00	\$ 19.49
H2O pullbox with traffic lid 3'x3'x3'	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 3,788.75
4" PVC end bell	2	EA	\$ 3.00	\$ 6.00	\$ 6.50
4" PVC 22 1/2 radius bends	2	EA	\$ 30.00	\$ 60.00	\$ 64.95
PVC glue	1	EA	\$ 10.00	\$ 10.00	\$ 10.83
Dump fees	2	EA	\$ 500.00	\$ 1,000.00	\$ 1,082.50
Pulling soap	5	Gal	\$ 7.50	\$ 37.50	\$ 40.59
Pulling rope	200	LF	\$ 0.50	\$ 100.00	\$ 108.25
Research & Field Measurements	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
			Total Material:	\$ 17,106.70	\$ 18,311.75



January 09, 2007

ETEC
430 S. 2nd Ave.
Phoenix, AZ 85003-2418

Attn: Rob Rizzo

Contract for: **Installation & Energizing of Owner Furnished GSE-200DP Fast Charger
Charger 5**

Proposal #: **20070109C5**

Gentlemen,
Royal Electric Company (REC) hereby proposes to furnish all labor, equipment, tools, supervision, insurance and other services required to provide the complete work in accordance with all applicable codes and regulations and exclusions as follows:

SCOPE OF WORK

Work includes installation of new circuit breakers in existing switch board, installation of conduit and wire from existing switch board to new pull cans, removal of existing Asphalt Concrete for the construction of one new concrete pad, installation of one new owner-furnished GSE-200DP Fast Charger, energizing and testing the Fast Charger and installation of bollards in conformance with all applicable codes and regulations.

COMPLETION

Our proposal is based on compliance with a reasonable project schedule. Work will commence upon return of the signed Contract and will be performed Monday thru Friday between the hours of 07:00 AM to 03:30 PM.

STANDARD CLARIFICATIONS / EXCLUSIONS

1. If requested prior to commencement of work, REC can provide, at customer's expense, performance and payment bonds for this project. The bond cost is not included in the following bid amount.
2. This Proposal/Contract is valid 30 days from the date of this letter. Payment terms are 30 days net, upon date of invoice. Interest will accrue at 0.5% per day for payments received after the payment due date.
3. Acceptance of this proposal, as indicated by the customer's request for performance, shall constitute full acceptance of all terms and conditions as herein stated. This proposal shall constitute the entire agreement between the parties, and no further contract documents shall be required for performance or payment.
4. REC shall defend, indemnify and hold harmless Customer, its directors, officers, employees and agents from and against any and all damages, claims, liabilities, demands, costs and expenses (including reasonable attorneys' fees) arising out of or resulting from the provision of services provided under this Agreement, or from any act or omission of REC, its agents, employees or subcontractors, or which otherwise arises as a result of Seller's performance of this Agreement.
5. REC shall obtain and maintain the following insurance from companies acceptable to Customer during the term of this Agreement: (a) workers compensation insurance as required by law;

(b) liability insurance (including, but not limited to, premises, products and completed operations and contractual liabilities) for bodily injury including personal injury, property damage with a combined single limit of liability not less than two million dollars (\$2,000,000).

6. REC agrees to furnish Customer with certificates evidencing that service provider has the required insurance described above. Each policy will (a) be primary without right of contribution from any other insurance that is carried by Customer; (b) name JBAC, its officers, directors and employees as an additional insured; (c) contain a provision requiring Seller's insurers to provide JBAC with thirty (30) days prior written notice of any cancellation or adverse material change in such insurance.
7. REC's proposal excludes any obligation to indemnify our customer's for their own negligence, or to indemnify any other party for that party's own negligence.
8. Monthly and/or final invoices are to be paid in full (**no retention is to be withheld**) within 30 days of date of invoice. Interest will accrue at 0.5% per day for payments received after the payment due date.
9. Our proposal assumes that we will be provided with an escort to the work location during all hours of work.
10. Proposal excludes any permits or costs relative thereto. Additionally, we exclude testing of existing loads at existing switchboards or panels.
11. REC will provide reports of meggar testing on forms provided by REC. Proposal excludes any 3rd party inspection, testing or documentation.
12. REC excludes unloading and placement of Charger on concrete pad.

Proposal Amount:

\$9,462.96

Upon your approval of the terms of this Proposal/Contract, please sign and return this Proposal/Contract to allow commencement of the work. No work will be performed without the signed and returned Customer Acceptance of the Proposal/Contract.

I would again like to thank you for the opportunity to submit this proposal for the above-mentioned project. If you have any questions, please contact me at (916) 399-6295.

Sincerely,
ROYAL ELECTRIC COMPANY



Victor Arrigo
Project Manager

CUSTOMER ACCEPTANCE

Company: ETEC

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXTRA WORK REPORT - SUMMARY SHEET

ROYAL ELECTRIC CO.

3131 52nd Avenue PO Box 231430 *** Sacramento, CA 95823-1530

Date : 01/09/07

Tel (916) 428-0286 Fax (916) 428-4136

Federal Tax ID No.: [REDACTED]

Contractor License No.: 357377

Submitted To : ETEC
Attn: Rob Rizzo

Project : Long Beach Airport
Description : Install GSE-200 DP Fast Charger #5 for ETEC at Long Beach Airport

LABOR

1-1	LABOR		\$	4,760.00
1-2	SUPT			
1	TOTAL LABOR COST			<u>\$ 4,760.00</u>

MATERIAL

2-1	MATERIAL		\$	1,907.35
2-2	SALES TAX	8.25 %	\$	157.36
2	TOTAL MATERIAL			<u>\$ 2,064.71</u>

EQUIPMENT & OTHER

3-1	EQUIPMENT		\$	1,197.00
3	TOTAL EQUIPMENT & OTHER			<u>\$ 1,197.00</u>

SUBCONTRACTOR / OTHER

4-1	SUB QUOTE		\$	-
4-2	SUB BONDS	% of line 4-1	\$	-
4	TOTAL SUBCONTRACTOR			<u>\$ -</u>

SUBTOTAL PRIOR TO MARKUP

\$ 8,021.71

MARKUP & BOND

5-1	LABOR MARKUP	20 % of line 1	\$	952.00
5-2	MATERIAL MARKUP	15 % of line 2	\$	309.71
5-3	EQUIPMENT & OTHER MARKUP	15 % of line 3	\$	179.55
5-4	SUBCONTRACTOR MARKUP	5 % of line 4	\$	-
5	TOTAL MARKUP			<u>\$ 1,441.26</u>
6	BOND (not applied to subcontractor)	% of lines 1, 2, 3, 4 & 5	\$	<u>-</u>

GRAND TOTAL

7 GRAND TOTAL \$9,462.96

CLARIFICATIONS AND EXCLUSIONS

- 1 PROPOSAL IS VALID FOR 20 DAYS.
- 2 NO WORK WILL BE STARTED UNTIL A SIGNED CONTRACT IS RECEIVED FOR THIS WORK.
- 3 SEE ATTACHED SCOPE LETTER FOR CLARIFICATIONS & EXCLUSIONS

Long Beach Airport
 Install GSE-200 DP Fast Charger #5 for ETEC at Long Beach Airport
 01/09/07

Labor & Equipment Pricing

Description	Labor Qty	Eq Qty	Hours	Labor Hours	Labor Rate	Labor Ext	Eq Hours	Eq Rate	Eq Ext	
Remove AC & Build New Concrete Pad										
Laborer	2.00		8.00	16.00	\$ 65.00	\$ 1,040.00				
Flatbed Truck		1.00	8.00				8.00	\$ 25.00	\$ 200.00	
Air Compressor		1.00	8.00				8.00	\$ 20.00	\$ 160.00	
Concrete Mixer		1.00	8.00				8.00	\$ 15.00	\$ 120.00	
Install NEMA-3 6"x6"x6" Pull Cans & Breakers										
Electrician	2.00		4.00	8.00	\$ 80.00	\$ 640.00				
Flatbed Truck		1.00	4.00				4.00	\$ 25.00	\$ 100.00	
Install 1" Steel Flex & Pull Wire										
Electrician	2.00		4.00	8.00	\$ 80.00	\$ 640.00				
Flatbed Truck		1.00	4.00				4.00	\$ 25.00	\$ 100.00	
Install 480 Volt 3-Pole Disconnect & Seal Tight Flex										
Electrician	2.00		4.00	8.00	\$ 80.00	\$ 640.00				
Flatbed Truck		1.00	4.00				4.00	\$ 25.00	\$ 100.00	
Install GSE 200-DP Fast Charger & Test										
Electrician	2.00		8.00	16.00	\$ 80.00	\$ 1,280.00				
Flatbed Truck		1.00	8.00				8.00	\$ 25.00	\$ 200.00	
Install Bollards										
Laborer	2.00		4.00	8.00	\$ 65.00	\$ 520.00				
Flatbed Truck		1.00	4.00				4.00	\$ 25.00	\$ 100.00	
Concrete Mixer		1.00	4.00				4.00	\$ 15.00	\$ 60.00	
								Subtotal Eq:	\$ 1,140.00	
								Fuel & Maint:	\$ 57.00	
Total Hours:				64.00	Total Labor:		\$ 4,760.00	Total Eq:		\$ 1,197.00

Total Cost: \$ 5,957.00

Long Beach Airport
Install GSE-200 DP Fast Charger #5 for ETEC at Long Beach Airport
01/09/07

Material, Subs & Other

Material Description	Total Qty	Unit Measure	Unit Price	Ext Price	Inc Tax
Concrete	1.00	CY	\$ 125.00	\$ 125.00	\$ 135.31
Wire Mesh	1	LS	\$ 50.00	\$ 50.00	\$ 54.13
Forming Material	1	LS	\$ 75.00	\$ 75.00	\$ 81.19
Nema-3 6"x6"x6" Pull Cans	1	EA	\$ 22.00	\$ 22.00	\$ 23.82
Nema 3 with 3 ea 30 amp 480 3 phase circuit breaker	1	EA	\$ 2.00	\$ 2.00	\$ 2.17
GE 30A/480V Circuit Breaker	1	EA	\$ 225.00	\$ 225.00	\$ 243.56
GE 30A/480V/3 Pole Disconnect Switch	1	EA	\$ 250.00	\$ 250.00	\$ 270.63
100A breaker 480 3 phase existing panel	1	EA	\$ 350.00	\$ 350.00	\$ 378.88
1" Steel Flex	50	LF	\$ 0.95	\$ 47.50	\$ 51.42
1" Steel Flex Connector	2	EA	\$ 1.75	\$ 3.50	\$ 3.79
1" Seal Tight	6	LF	\$ 2.10	\$ 12.60	\$ 13.64
1" Seal Tight Connector	2	EA	\$ 2.50	\$ 5.00	\$ 5.41
1"rigid ground bushing	2	EA	\$ 5.00	\$ 10.00	\$ 10.83
1"Rigid Conduit	5	LF	\$ 2.05	\$ 10.25	\$ 11.10
#10 THHN Wire	250	LF	\$ 0.50	\$ 125.00	\$ 135.31
1"rigid strut straps	2	EA	\$ 2.00	\$ 4.00	\$ 4.33
shallow strut	2	LF	\$ 0.25	\$ 0.50	\$ 0.54
1/4"x1"sheet metal screw	4	EA	\$ 2.50	\$ 10.00	\$ 10.83
4"rigid for bollard	10	LF	\$ 2.50	\$ 25.00	\$ 27.06
#2 THHN stranded copper	50	LF	\$ 1.10	\$ 55.00	\$ 59.54
Dump Fees	1	EA	\$ 500.00	\$ 500.00	\$ 541.25
				\$ -	\$ -
				\$ -	\$ -

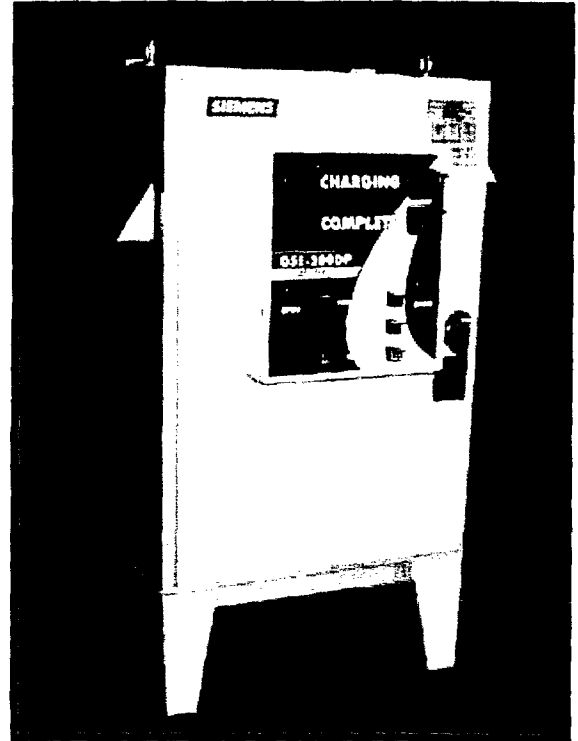
Total Material: \$ 1,907.35 \$ 2,064.71

GSE-200DP FAST CHARGER

ETEC SuperCharge™ GSE-200DP Dual Port Fast Charger is designed specifically for electric ground support equipment (GSE). The GSE-200DP will quickly and efficiently re-charge your GSE equipment ensuring proper charging and higher utilization of your GSE fleet.

Features of the ETEC SuperCharge™ GSE-200DP include:

- The patented ETEC SuperCharge™ algorithm
- Charge times per vehicle (Typical GSE battery)
 - o 1 hour or less (Starting at 60% SOC to 80% SOC)
 - o 2 hours or less (Starting at 30% SOC to 80% SOC)
- Utilizes the ETEC battery module to automatically identify voltage and battery chemistry
 - o 24 V to 96 V nominal battery pack voltage
 - o Sealed (VRLA) and flooded batteries
- Automatic equalization
- Rapid shutdown feature for safe operation
- Temperature compensated
- BIW 9-Pin 400 Amp connector standard equipment (optional configurations available)



CHARGER SPECIFICATIONS

OUTPUT

Maximum Output Power15kW
 Maximum Output Current (Each Port)..... 200 Amps
 Minimum Output Current.....8 Amps
 Voltage Operating Range.....18VDC-120VDC

INPUT

Input Voltage..... 480 VAC, 3- Phase
 Maximum Input Current.....24A AC RMS
 Frequency..... 50/60 Hz
 Power Quality*.....Meets IEEE-519 IEC 6100-3-4

*For Typical Airport Supply

GENERAL

Dimensions including
 16" stand (H/W/D).....64"/30"/27"
 Weight.....950lbs.
 Operating Temperature.....-25 Deg C to +40 Deg C
 Enclosure.....Outdoor Rated
 Mounting.....Ground or Wall
 Battery Types.....Sealed VRLA or Flooded

WARRANTY..... 2-Year Parts, 1-Year Onsite Labor (Continental US)

Contact:

Kevin Morrow
 430 S. 2nd Ave
 Phoenix AZ 85003
 602-716-9576 ext.24
 kmorrow@etecevs.com
 www.etecevs.com



ETEC General Terms and Conditions of Sale

The following terms and conditions of sale shall apply to any sale of goods and services by Electric Transportation Engineering Corporation (hereinafter called "ETEC"). Purchaser shall be deemed to have full knowledge of the terms and conditions herein and such terms and conditions shall be binding if either the goods and services referred to herein are delivered to and accepted by Purchaser, or if Purchaser does not within five days from the date hereof deliver to ETEC written objection to said terms and conditions or any part thereof.

1. GENERAL

In the event of any conflict or inconsistency between the terms and conditions of sale herein and the terms and conditions contained in Purchaser's order or in any other form issued by Purchaser, whether or not any such form has been acknowledged or accepted by ETEC, ETEC's terms and conditions shall prevail. No waiver, alteration or modification of these terms and conditions shall be binding upon ETEC unless made in writing and signed by a duly authorized representative of ETEC.

2. QUOTATIONS

Unless otherwise stated, ETEC's quotation shall be null and void unless accepted by Purchaser within thirty (30) days from the date of quotation.

3. PRICES / COST OF TRANSPORTATION

All quoted prices are based on current exchange rates, tariffs and costs of manufacture. Unless otherwise stated in the quotation, quoted prices are subject to change by ETEC with or without notice until Purchaser's acceptance. Prices are subject to correction for error. Unless otherwise stated, all prices are F.O.B. factory and include domestic packing. Customary methods of transportation shall be selected by ETEC and such transportation will be at Purchaser's expense. Special methods of transportation will be used upon Purchaser's request and at Purchaser's additional expense provided reasonable notice of Purchaser's transportation requirements are given by Purchaser to ETEC prior to shipment.

4. TAXES

Prices do not include Goods & Services Tax, Provincial or Municipal sales, use, value-added or similar tax. Accordingly, in addition to the price specified herein, the amount of any present or future sales, use, value-added or similar tax applicable to the sale of the goods hereunder to or the use of such goods by Purchaser shall be paid by Purchaser to the entire exoneration of ETEC.

5. DELIVERY

Delivery schedules are approximate and are based on prevailing market conditions applicable respectively at the time of ETEC's quotation and ETEC's acceptance of Purchaser's order. Delivery shall also depend upon the prompt receipt by ETEC of the necessary information to allow maintenance of the manufacturer's engineering and manufacturing schedule. ETEC may extend delivery schedules or may, at its option, cancel Purchaser's order in full or in part without liability other than to return any deposit or prepayment which is unearned by reason of the cancellation.

6. FORCE MAJEURE

ETEC shall not be responsible or liable for any loss or damage incurred by Purchaser herein resulting from causes beyond the reasonable control of ETEC including, but without limitation, acts of God, war, invasion, insurrection, riot, the order of any civil or military authority, fire, flood, weather, acts of the elements, delays in transportation, unavailability of equipment or materials, breakdown, sabotage, lock-outs, strikes or labor disputes, faulty castings or forgings, or the failure of ETEC's suppliers to meet their delivery promises. The acceptance of delivery of the equipment by Purchaser shall constitute a waiver of all claims for loss or damage due to any delay whatsoever.

7. SHIPMENT / DAMAGES OR SHORTAGES IN TRANSPORT / RISK

Except for obligations stated under "Warranty" herein, ETEC's responsibility for goods ceases upon delivery to the carrier. In the event of loss or damage during shipment, Purchaser's claim shall be against the carrier only. ETEC will, however, give Purchaser any reasonable assistance to secure adjustment of Purchaser's claim against the carrier provided immediate notice of such claim is given by Purchaser to ETEC. Claims for shortages must be made in writing within ten (10) days after receipt of goods by Purchaser. If ETEC does not receive written notification of such shortages within such ten (10) days, it shall be conclusively presumed that the goods were delivered in their entirety. Unless agreed upon otherwise in writing, ETEC reserves the right to make partial shipments and to submit invoices for partial shipments.

8. TITLE

Title to the goods or any part thereof shall not pass from ETEC to Purchaser until all payments due hereunder have been duly made in cash, except as otherwise expressly stipulated herein. The goods shall be and remain personal or moveable property, notwithstanding their mode of attachment to realty or other property. If default is made in any of the payments herein, Purchaser agrees that ETEC may retain all payments which have been made on account of the purchase price as liquidated damages, and ETEC shall be free to enter the premises where the goods may be located and remove them as ETEC's property, without prejudice to ETEC's right to recover any further expenses or damages ETEC may suffer by reason of such nonpayment.

9. LIABILITY

ETEC liability relating to, in respect of or arising out of the supply of any goods or services hereunder, whether arising in contract, tort, strict liability, or otherwise, is limited to the contract price paid by Purchaser to ETEC in respect of the relevant goods or services provided hereunder, and ETEC shall not be liable for any consequential, incidental, indirect or special damages, whether arising under contract, tort, strict liability or otherwise.

10. WARRANTY

Goods sold hereunder are covered by a warranty against defects in material and workmanship provided the goods and services are subjected to normal use and service. The applicable warranty period is twelve (12) months from shipping date to Purchaser of any item of the goods or any other warranty period is otherwise stipulated in writing by ETEC under this sale. For components not supplied by ETEC, the original manufacturer's warranty shall apply to the extent assignable by ETEC. The obligation under this warranty is limited to the repair or replacement, at ETEC's option, of defective parts f.o.b. point of shipment provided that prompt notice of any defect is given by Purchaser to ETEC in writing within the applicable warranty period and that upon the Purchaser's return of the defective parts to ETEC or, if designated by ETEC, to the location where the works are made, properly packed and with transportation charges prepaid by Purchaser, an inspection thereof shall reveal to ETEC's satisfaction that Purchaser's claim in valid under the terms of this warranty. Purchaser shall assume all responsibility and expense for dismantling, removal, re-installation and freight in connection with the foregoing. The same obligations and conditions extend to replacement parts furnished by ETEC hereunder. ETEC does not assume liability for installation, labor or consequential damages. ETEC makes no warranty other than the one set forth herein. All other warranties, legal, expressed or implied, including but not limited to any expressed or implied warranty of merchantability, of fitness for the intended use thereof or against infringement are hereby expressly excluded.

The applicable warranty ceases to be effective if the goods are altered or repaired other than by persons authorized by ETEC to perform such work. Repairs or replacement deliveries do not interrupt or prolong the term of the warranty. The warranty ceases to be effective if Purchaser fails to operate and use the goods sold hereunder in a safe and reasonable manner and in accordance with any written instructions from the manufacturers. This warranty does not cover wear items, including items like filters and DC Output cable and connectors.

11. INSTALLATION

Unless otherwise expressly stipulated, the goods shall be installed by and at the risk and expense of Purchaser. In the event that ETEC is required to supervise such installation, ETEC responsibility shall be limited to exercising that degree of skill customary in the trade in supervising installations of the same type. Purchaser shall remain responsible for all other aspects of the work including compliance with the local regulations.

12. RETURNED GOODS

No goods may be returned to ETEC without ETEC's prior written permission. ETEC reserves the right to decline all returns or to accept them subject to a handling/restocking charge. Even after ETEC has authorized the return of goods for credit, ETEC reserves the right to adjust the amount of any credit given to Purchaser on return of the goods based on the conditions of the goods on arrival in ETEC's warehouse. Credit for returned goods will be issued to Purchaser only where such goods are returned by Purchaser and not by any subsequent owner of the goods. Goods will be considered for return only if they are in their original condition and packaging.

13. TERMS OF PAYMENT

Unless otherwise stated, invoices on "open account" shipment are payable within thirty (30) days of invoice date. Unless specifically provided, no cash discount shall be available to Purchaser. When cash discount is offered, the discount price is computed from the date of Invoice. ETEC does not offer cash discount on C.O.D. shipments. Should payment not be made to ETEC when due, ETEC reserves the right, until the price has been fully paid in cash, to charge Purchaser with interest on such overdue payments at the rate of eighteen percent (18%) per annum. The charging of such interest shall not be construed as obligating ETEC to grant any extension of time in the terms of payment.

14. CHANGES AND CANCELLATION

Orders accepted by ETEC are not subject to changes or cancellation by Purchaser, except with ETEC's written consent, in such cases where ETEC authorizes changes or cancellation, ETEC reserves the right to charge Purchaser with reasonable costs based upon expenses already incurred and commitments made by ETEC, including without limitation, any labor done, material purchased and also including Supplier's usual overhead and reasonable profit and cancellation charges from ETEC's suppliers.

15. THE AGREEMENT

An acceptance and official confirmation of Purchaser's order by ETEC shall constitute the complete agreement, subject to the terms and conditions of sale herein set forth, and shall supersede all previous quotations, orders or agreements. The law of the State of Arizona shall govern the validity, interpretation and enforcement of these terms and conditions of sale and of any contract of which these terms and conditions are a part.

EXHIBIT “B”

City’s Representative: Phillip Balmeo

EXHIBIT “C”

Materials/Information Furnished:

CITY OF LONG BEACH POLICY FOR DISADVANTAGED, MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES

It is the policy of the City of Long Beach to utilize Disadvantaged, Minority-Owned and Women-Owned Business Enterprises in all aspects of contracting, including construction, the purchase of materials and services, including professional services, leases and the granting of concessions.

EXHIBIT "D"