

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

AGREEMENT

34498

THIS AGREEMENT is made and entered, in duplicate, as of December 21, 2016, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on December 20, 2016, by and between, TRUSTAR ENERGY, LLC, a Delaware limited liability company ("Contractor"), with a place of business at 10225 Philadelphia Court, Rancho Cucamonga, California 91730, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with the operation and maintenance of the compressed natural gas (CNG) fuel facility located at the Temple/Willow Fleet facility ("Project"); and

WHEREAS, City has selected Contractor in accordance with City's administrative procedures and City has determined that Contractor and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Contractor perform these specialized services, and Contractor is willing and able to do so on the terms and conditions in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1. SCOPE OF WORK OR SERVICES.

A. Contractor shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, in an annual amount not to exceed One Hundred Ten Thousand Dollars (\$110,000), at the rates or charges shown in Exhibit "B".

B. The City's obligation to pay the sum stated above for any one

1 fiscal year shall be contingent upon the City Council of the City appropriating the
2 necessary funds for such payment by the City in each fiscal year during the term of
3 this Agreement. For the purposes of this Section, a fiscal year commences on
4 October 1 of the year and continues through September 30 of the following year. In
5 the event that the City Council of the City fails to appropriate the necessary funds
6 for any fiscal year, then, and in that event, the Agreement will terminate at no
7 additional cost or obligation to the City.

8 C. Contractor may select the time and place of performance for
9 these services; provided, however, that access to City documents, records and the
10 like, if needed by Contractor, shall be available only during City's normal business
11 hours and provided that milestones for performance, if any, are met.

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

26 E. Contractor represents that Contractor has obtained all
27 necessary information on conditions and circumstances that may affect its
28 performance and has conducted site visits, if necessary.

1 F. CAUTION: Contractor shall not begin work until this
2 Agreement has been signed by both parties and until Contractor's evidence of
3 insurance has been delivered to and approved by City.

4 2. TERM. The term of this Agreement shall commence at midnight on
5 January 1, 2017, and shall terminate at 11:59 p.m. on December 31, 2018, unless sooner
6 terminated as provided in this Agreement, or unless the services or the Project is
7 completed sooner. The parties shall have the option to extend the term for two (2)
8 additional one-year periods, at the discretion of the City Manager.

9 3. COORDINATION AND ORGANIZATION.

10 A. Contractor shall coordinate its performance with City's
11 representative, if any, named in Exhibit "C", attached to this Agreement and
12 incorporated by this reference. Contractor shall advise and inform City's
13 representative of the work in progress on the Project in sufficient detail so as to
14 assist City's representative in making presentations and in holding meetings on the
15 Project. City shall furnish to Contractor information or materials, if any, described in
16 Exhibit "D", attached to this Agreement and incorporated by this reference, and shall
17 perform any other tasks described in the Exhibit.

18 B. The parties acknowledge that a substantial inducement to City
19 for entering this Agreement was and is the reputation and skill of Contractor's key
20 employee, Rob Strange. City shall have the right to approve any person proposed
21 by Contractor to replace that key employee.

22 4. INDEPENDENT CONTRACTOR. In performing its services,
23 Contractor is and shall act as an independent contractor and not an employee,
24 representative or agent of City. Contractor shall have control of Contractor's work and the
25 manner in which it is performed. Contractor shall be free to contract for similar services to
26 be performed for others during this Agreement; provided, however, that Contractor acts in
27 accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges
28 and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation;

1 (b) City will not secure workers' compensation or pay unemployment insurance to, for or
2 on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of
3 the usual and customary rights, benefits or privileges of City employees. Contractor
4 expressly warrants that neither Contractor nor any of Contractor's employees or agents
5 shall represent themselves to be employees or agents of City.

6 5. INSURANCE.

7 A. As a condition precedent to the effectiveness of this
8 Agreement, Contractor shall procure and maintain, at Contractor's expense for the
9 duration of this Agreement, from insurance companies that are admitted to write
10 insurance in California and have ratings of or equivalent to A:V by A.M. Best
11 Company or from authorized non-admitted insurance companies subject to Section
12 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
13 by A.M. Best Company, the following insurance:

14 (a) Commercial general liability insurance (equivalent in scope to
15 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
16 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
17 coverage shall include but not be limited to broad form contractual liability,
18 cross liability, independent contractors liability, and products and completed
19 operations liability. City, its boards and commissions, and their officials,
20 employees and agents shall be named as additional insureds by
21 endorsement (on City's endorsement form or on an endorsement equivalent
22 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both CG 20 10
23 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37 07 04),
24 and this insurance shall contain no special limitations on the scope of
25 protection given to City, its boards and commissions, and their officials,
26 employees and agents. This policy shall be endorsed to state that the
27 insurer waives its right of subrogation against City, its boards and
28 commissions, and their officials, employees and agents.

1 (b) Workers' Compensation insurance as required by the California
2 Labor Code and employer's liability insurance in an amount not less than
3 \$1,000,000. This policy shall be endorsed to state that the insurer waives
4 its right of subrogation against City, its boards and commissions, and their
5 officials, employees and agents.

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

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

11 B. Any self-insurance program, self-insured retention, or
12 deductible must be separately approved in writing by City's Risk Manager or
13 designee and shall protect City, its officials, employees and agents in the same
14 manner and to the same extent as they would have been protected had the policy
15 or policies not contained retention or deductible provisions.

16 C. Each insurance policy shall be endorsed to state that coverage
17 shall not be reduced, non-renewed or canceled except after thirty (30) days prior
18 written notice to City, shall be primary and not contributing to any other insurance
19 or self-insurance maintained by City, and shall be endorsed to state that coverage
20 maintained by City shall be excess to and shall not contribute to insurance or self-
21 insurance maintained by Contractor. Contractor shall notify City in writing within five
22 (5) days after any insurance has been voided by the insurer or cancelled by the
23 insured.

24 D. If this coverage is written on a "claims made" basis, it must
25 provide for an extended reporting period of not less than one hundred eighty (180)
26 days, commencing on the date this Agreement expires or is terminated, unless
27 Contractor guarantees that Contractor will provide to City evidence of uninterrupted,
28 continuing coverage for a period of not less than three (3) years, commencing on

1 the date this Agreement expires or is terminated.

2 E. Contractor shall require that all subContractors or contractors
3 that Contractor uses in the performance of these services maintain insurance in
4 compliance with this Section unless otherwise agreed in writing by City's Risk
5 Manager or designee.

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

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

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

24 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
25 contemplates the personal services of Contractor and Contractor's employees, and the
26 parties acknowledge that a substantial inducement to City for entering this Agreement was
27 and is the professional reputation and competence of Contractor and Contractor's
28 employees. Contractor shall not assign its rights or delegate its duties under this

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

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

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

21 9. OWNERSHIP OF DATA. All materials, information and data
22 prepared, developed or assembled by Contractor or furnished to Contractor in connection
23 with this Agreement, including but not limited to documents, estimates, calculations,
24 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
25 models, reports, summaries, drawings, designs, notes, plans, information, material and
26 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
27 and City shall have the unrestricted right to use and disclose the Data in any manner and
28 for any purpose without payment of further compensation to Contractor. Copies of Data

1 may be retained by Contractor but Contractor warrants that Data shall not be made
2 available to any person or entity for use without the prior approval of City. This warranty
3 shall survive termination of this Agreement for five (5) years.

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

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

22 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a
23 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor
24 knew prior to the time City disclosed it; or (b) is or becomes publicly available without
25 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does
26 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant
27 to subpoena or court order.

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1 13. ADDITIONAL COSTS AND REDESIGN. Any costs incurred by City
2 due to Contractor's failure to meet the standards required by the scope of work or
3 Contractor's failure to perform fully the tasks described in the scope of work which, in either
4 case, causes City to request that Contractor perform again all or part of the Scope of Work
5 shall be at the sole cost of Contractor and City shall not pay any additional compensation
6 to Contractor for its re-performance.

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

10 15. LAW. This Agreement shall be construed in accordance with the laws
11 of the State of California, and the venue for any legal actions brought by any party with
12 respect to this Agreement shall be the County of Los Angeles, State of California for state
13 actions and the Central District of California for any federal actions. Contractor shall cause
14 all work performed in connection with construction of the Project to be performed in
15 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
16 county or municipal governments or agencies (including, without limitation, all applicable
17 federal and state labor standards, including the prevailing wage provisions of sections 1770
18 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any
19 fire marshal, health officer, building inspector, or other officer of every governmental
20 agency now having or hereafter acquiring jurisdiction.

21 16. PREVAILING WAGES.

22 A. Contractor agrees that all public work (as defined in California
23 Labor Code section 1720) performed pursuant to this Agreement (the "Public
24 Work"), if any, shall comply with the requirements of California Labor Code sections
25 1770 *et seq.* City makes no representation or statement that the Project, or any
26 portion thereof, is or is not a "public work" as defined in California Labor Code
27 section 1720.

28 B. In all bid specifications, contracts and subcontracts for any

1 such Public Work, Contractor shall obtain the general prevailing rate of per diem
2 wages and the general prevailing rate for holiday and overtime work in this locality
3 for each craft, classification or type of worker needed to perform the Public Work,
4 and shall include such rates in the bid specifications, contract or subcontract. Such
5 bid specifications, contract or subcontract must contain the following provision: "It
6 shall be mandatory for the contractor to pay not less than the said prevailing rate of
7 wages to all workers employed by the contractor in the execution of this contract.
8 The contractor expressly agrees to comply with the penalty provisions of California
9 Labor Code section 1775 and the payroll record keeping requirements of California
10 Labor Code section 1771."

11 17. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
12 constitutes the entire understanding between the parties and supersedes all other
13 agreements, oral or written, with respect to the subject matter in this Agreement.

14 18. INDEMNITY.

15 A. Contractor shall indemnify, protect and hold harmless City, its
16 Boards, Commissions, and their officials, employees and agents ("Indemnified
17 Parties"), from and against any and all liability, claims, demands, damage, loss,
18 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
19 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or
20 in connection with (1) Contractor's breach or failure to comply with any of its
21 obligations contained in this Agreement, including any obligations arising from the
22 Project's compliance with or failure to comply with applicable laws, including all
23 applicable federal and state labor requirements including, without limitation, the
24 requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful
25 acts, errors, omissions or misrepresentations committed by Contractor, its officers,
26 employees, agents, subcontractors, or anyone under Contractor's control, in the
27 performance of work or services under this Agreement (collectively "Claims" or
28 individually "Claim").

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B. In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

C. If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

D. The provisions of this Section shall survive the expiration or termination of this Agreement.

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

20. NONDISCRIMINATION.

A. In connection with performance of this Agreement and subject to applicable rules and regulations, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or disability. Contractor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to these bases. These actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

12 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
13 accordance with the provisions of the Ordinance, this Agreement is subject to the
14 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
15 Long Beach Municipal Code, as amended from time to time.

16 A. During the performance of this Agreement, the Contractor
17 certifies and represents that the Contractor will comply with the EBO. The
18 Contractor agrees to post the following statement in conspicuous places at its place
19 of business available to employees and applicants for employment:

20 "During the performance of a contract with the City of Long Beach, the
21 Contractor will provide equal benefits to employees with spouses and its
22 employees with domestic partners. Additional information about the City of
23 Long Beach's Equal Benefits Ordinance may be obtained from the City of
24 Long Beach Business Services Division at 562-570-6200."

25 B. The failure of the Contractor to comply with the EBO will be
26 deemed to be a material breach of the Agreement by the City.

27 C. If the Contractor fails to comply with the EBO, the City may
28 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or

1 to become due under the Agreement may be retained by the City. The City may
2 also pursue any and all other remedies at law or in equity for any breach.

3 D. Failure to comply with the EBO may be used as evidence
4 against the Contractor in actions taken pursuant to the provisions of Long Beach
5 Municipal Code 2.93 et seq., Contractor Responsibility.

6 E. If the City determines that the Contractor has set up or used its
7 contracting entity for the purpose of evading the intent of the EBO, the City may
8 terminate the Agreement on behalf of the City. Violation of this provision may be
9 used as evidence against the Contractor in actions taken pursuant to the provisions
10 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

11 22. NOTICES. Any notice or approval required by this Agreement shall
12 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
13 postage prepaid, addressed to Contractor at the address first stated above, and to City at
14 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
15 to the City Clerk at the same address. Notice of change of address shall be given in the
16 same manner as stated for other notices. Notice shall be deemed given on the date
17 deposited in the mail or on the date personal delivery is made, whichever occurs first.

18 23. COPYRIGHTS AND PATENT RIGHTS.

19 A. Contractor shall place the following copyright protection on all
20 Data: © City of Long Beach, California ____, inserting the appropriate year.

21 B. City reserves the exclusive right to seek and obtain a patent or
22 copyright registration on any Data or other result arising from Contractor's
23 performance of this Agreement. By executing this Agreement, Contractor assigns
24 any ownership interest Contractor may have in the Data to City.

25 C. Contractor warrants that the Data does not violate or infringe
26 any patent, copyright, trade secret or other proprietary right of any other party.
27 Contractor agrees to and shall protect, defend, indemnify and hold City, its officials
28 and employees harmless from any and all claims, demands, damages, loss, liability,

1 causes of action, costs or expenses (including reasonable attorney's fees) whether
2 or not reduced to judgment, arising from any breach or alleged breach of this
3 warranty.

4 24. COVENANT AGAINST CONTINGENT FEES. Contractor warrants
5 that Contractor has not employed or retained any entity or person to solicit or obtain this
6 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,
7 commission or other monies based on or from the award of this Agreement. If Contractor
8 breaches this warranty, City shall have the right to terminate this Agreement immediately
9 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
10 due under this Agreement or otherwise recover the full amount of the fee, commission or
11 other monies.

12 25. WAIVER. The acceptance of any services or the payment of any
13 money by City shall not operate as a waiver of any provision of this Agreement or of any
14 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
15 Agreement shall not constitute a waiver of any other or subsequent breach of this
16 Agreement.

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

20 27. TAX REPORTING. As required by federal and state law, City is
21 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.
22 Contractor shall be solely responsible for payment of all federal and state taxes resulting
23 from payments under this Agreement. Contractor shall submit Contractor's Employer
24 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not
25 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.
26 Contractor acknowledges and agrees that City has no obligation to pay Contractor until
27 Contractor provides one of these numbers.

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Lona Beach, CA 90802-4664

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

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

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

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.

January 23, 2017

TRUSTAR ENERGY, LLC, a Delaware limited liability company
By [Signature]
Name JEFF LYCERO
Title VP CONSTRUCTION

"Contractor"

Feb 6, 2017

CITY OF LONG BEACH, a municipal corporation
By [Signature]
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City" Assistant City Manager

This Agreement is approved as to form on February 1, 2017.

CHARLES PARKIN, City Attorney
By [Signature]
Deputy

EXHIBIT "A"

Scope of Work

City of Longbeach CNG Station Service

TruStar Energy is pleased to offer the City of Longbeach with a turn-key preventive maintenance solution for the constructed CNG station. All the proposed service labor will be performed by a TruStar Energy Certified CNG technician; all materials used will meet or exceed the original OEMS specifications. This quote is for all service call no matter how trivial.

TruStar is proposing the following:

- All Preventative Required Maintenance for all station equipment including Compressors, Inlet Dryer, Electronics, High Pressure Storage, Fast Fill Dispensers and Time Fill Dispensers.
- Emergency Visits
- 24/7/365 station monitoring service
- All Consumables Filters and Oil for Compressors
- 4000 hour compressor service- Major
- 8000 hour compressor rebuild - Major
- All Consumables Filters and Inlet Dryer Regeneration
- All warranty labor
-

Consumables

The pricing includes all Consumables (also known as consumable goods, nondurable goods, or soft goods) which include compressor Oil NGL-555 and Parker filter replacement elements for compressors, inlet gas dryers and all downstream time fill filter stands.

- Technician will restock consumables to insure site has the proper inventory levels. TruStar Energy will manage the consumable inventory throughout the term of the service agreement.

Compressor Maintenance

- OEM Service intervals included. ANGI NG 300 Service & PM Schedules

500 Hour Interval

- Compressor break in Oil and filter change

1000 Hour Intervals

- Post compression coalescing filter element replacement.

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 manufactures recommendations)

3000 Hour Intervals

- Post compression coalescing filter element replacement.

Email – rstrange@trustarenergy.com Office: 909-793-3700 www.TruStarEnergy.com

4,000 & 8,000 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.
- Force feed lubricator filter replacement.
- Compressor interstage coalescing filter element replacement.
- Driver motor lubrication (Grease bearings per manufactures 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)

Weekly Service Visits

Under this service program, TruStar Energy will perform once per week scheduled maintenance at the customer's site location.

- The technician will clock in on customer's site and begin the weekly maintenance requirements. All service visits are documented electronically. The service technician will email an electronic report to the site maintenance department at the end of the site visit.
- All findings from this site inspection will be documented and a copy will be provided to our site contact via email. TruStar Energy will not act upon any out of scope repairs without a purchase order number prior to any repairs being performed and written approval from the customer.
- The technician will provide a completed TruStar Energy Weekly/Daily Operators log, a copy of this log will be provided to our site contact via email. The information collected from this form provides valuable information that can be used to improve our over the phone trouble shooting support.
- The first task for our technician will be to perform the Compressor Manufacturer Station Daily Maintenance Inspection; all findings will be documented on the TruStar Energy service document.
- As required or at a minimum 2 x annually, the TruStar technician will regenerate the inlet gas dryer to ensure it is operational and functioning as designed. This process takes approximately 8 hours.
- Filters will be inspected and drained weekly.
- High Pressure storage bottles will be drained and inspected
- Fast Fill Dispensers will be inspected and tested.
- Time fill hoses and filters will be inspected and tested.

Emergency Service Visits

- TruStar Energy provides service contract customers with emergency service; on site response time for one compressor outage will be 24 hours or less and 6 hours or less for an outage of both compressors.

EXHIBIT "B"

Rates or Charges

**CNG Slow-Fill Station Ongoing Operating and Maintenance Cost Scenario per TruStar
Proposals: Flat Annual Rate vs Variable Pricing per Monthly Therms**

Year	FY16	FY17	FY18	FY19	FY20	FY21	TOTAL
# of CNG Trucks at End of Fiscal Year	6	53	83	86	100	100	
Average Therms / Month	1,052	18,498	34,059	43,921	52,600	52,600	
Per Therm Quote Rate per Monthly Use	\$0.18	\$0.18	\$0.17	\$0.16	\$0.16	\$0.16	
Annual Therms Used	12,624	221,972	408,702	527,052	631,200	631,200	
Annual O&M Cost Using per Therm Quote	\$ 2,272	\$ 39,955	\$ 69,479	\$ 84,328	\$ 100,992	\$ 100,992	\$ 398,018
Using Flat Annual Quote	\$ 112,500	\$ 112,500	\$ 112,500	\$ 112,500	\$ 112,500	\$ 112,500	\$ 675,000
Difference (per Therm minus Flat Annual)	\$ (110,228)	\$ (72,545)	\$ (43,021)	\$ (28,172)	\$ (11,508)	\$ (11,508)	\$ (276,982)
Aggregate Cost Using per Therm Quote	\$ 2,272	\$ 42,227	\$ 111,706	\$ 196,034	\$ 297,026	\$ 398,018	
Aggregate Cost Using Flat Annual Quote	\$ 112,500	\$ 225,000	\$ 337,500	\$ 450,000	\$ 562,500	\$ 675,000	

Control Variables:	
# of Annual LNG Gallons Currently	826,000
# of Annual Equivalent Therms	631,413
# of Trucks in Full Implementation	100
Annual Average Therms per Truck	6,314

EXHIBIT “C”

City’s Representative:

Oliver Cruz

Fuel Operations Program Officer

(562) 570-5430

EXHIBIT "D"

Materials/Information Furnished: None