

Amendment No. 12
To
Contract No. NA070000060
For
Natural Gas Refueling Management and Maintenance Services
Between
Trillium Transportation Fuels, LLC dba Trillium CNG
And The
City of Austin

1.0 The Contract is hereby amended as follows:

1.1 Retroactive to May 1, 2019, Annex I – 2018 Exhibit C is replaced in its entirety with the new Annex I - 2019 Exhibit C attached hereto. All services beginning on May 1, 2019 shall be invoiced using the last column of the new Annex I – 2019 Exhibit C.

2.0 MBE/WBE goals were not established for this Contract.

3.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated and made a part of the above referenced Contract.

Signature:

Jon P. Fjeld-Hansen

Printed Name: **Vice President**

Authorized Representative

Trillium Transportation Fuels, LLC dba Trillium
CNG

Date

Signature:

Printed Name:

Title:

City of Austin

Purchasing Office

Date

7-30-19

**ANNEX I - 2019
EXHIBIT C**

Annual Fuel Use (GGE)	Monthly Fuel Use (GGE)	Monthly Fuel Use (Therms)	Monthly O&M Rate Per Therm -									
			Feb 2008	Feb 2009	Feb 2010	Feb 2011	Feb 2013	May 2015	May 2016	May 2017	May 2018	May 2019
0 - 100,000	0 - 8.334	0 - 10,916	\$1.036	\$1.0384	\$1.0607	\$1.0831	\$1.1142	\$1.164	\$1.166	\$1.197	\$1.231	\$1.256
100,001 - 150,000	8.334 - 12.500	10,917 - 16,375	\$0.675	\$0.6766	\$0.6911	\$0.7057	\$0.7259	\$0.758	\$0.759	\$0.779	\$0.802	\$0.818
150,001 - 200,000	12.501 - 16.666	16,376 - 21,833	\$0.444	\$0.4450	\$0.4546	\$0.4642	\$0.4775	\$0.499	\$0.500	\$0.513	\$0.528	\$0.539
200,001 - 250,000	16.667 - 20.834	21,834 - 27,293	\$0.393	\$0.3939	\$0.4024	\$0.4109	\$0.4226	\$0.442	\$0.443	\$0.455	\$0.467	\$0.476
250,001 - 300,000	21.835 - 25.000	27,294 - 32,750	\$0.352	\$0.3528	\$0.3604	\$0.3680	\$0.3786	\$0.396	\$0.397	\$0.408	\$0.418	\$0.426
300,001 - 350,000	25.001 - 29.167	32,751 - 38,208	\$0.336	\$0.3368	\$0.3440	\$0.3513	\$0.3613	\$0.373	\$0.374	\$0.384	\$0.399	\$0.407
350,001 - 400,000	29.168 - 33.334	38,209 - 43,667	\$0.314	\$0.3147	\$0.3215	\$0.3283	\$0.3377	\$0.353	\$0.354	\$0.364	\$0.373	\$0.380
400,001 - 450,000	33.335 - 37.500	43,668 - 49,125	\$0.301	\$0.3017	\$0.3082	\$0.3147	\$0.3237	\$0.338	\$0.339	\$0.348	\$0.358	\$0.365
450,001 - 500,000	37.501 - 41.667	49,126 - 54,583	\$0.268	\$0.2686	\$0.2744	\$0.2802	\$0.2882	\$0.301	\$0.301	\$0.309	\$0.319	\$0.325
500,001 - 550,000	41.668 - 45.833	54,584 - 60,042	\$0.241	\$0.2416	\$0.2467	\$0.2519	\$0.2592	\$0.271	\$0.271	\$0.278	\$0.286	\$0.292
550,001 - 600,000	45.834 - 50.000	60,043 - 65,500	\$0.227	\$0.2275	\$0.2324	\$0.2373	\$0.2441	\$0.255	\$0.255	\$0.262	\$0.270	\$0.275
600,001 - 650,000	50.001 - 54.167	65,501 - 70,958	\$0.221	\$0.2215	\$0.2263	\$0.2310	\$0.2377	\$0.248	\$0.248	\$0.255	\$0.263	\$0.268
650,001 - 700,000	54.168 - 58.333	70,959 - 76,417	\$0.221	\$0.2215	\$0.2263	\$0.2310	\$0.2377	\$0.248	\$0.248	\$0.255	\$0.263	\$0.268

Adjustments may be made annually to reflect any increase or decrease in the national Consumer Price Index for All Urban Consumers, U.S. City Average (All Items: 1982-84=100) as issued by the U.S. Department of Labor, Bureau of Labor Statistics (the "CPI"). To be effective, any adjustment to the Exhibit C must be incorporated into the contract by contract amendment.



Amendment No. 11
To
Contract No. NA070000060
For
Natural Gas Refueling Management and Maintenance Services
Between
Trillium Transportation Fuels, LLC dba Trillium CNG
And The
City of Austin

1.0 The Contract is hereby amended as follows:

1.1 Retroactive to May 1, 2018, Annex I – 2017 Exhibit C is replaced in its entirety with the new Annex I - 2018 Exhibit C attached hereto. All services beginning on May 1, 2018 shall be invoiced using the last column of the new Annex I – 2018 Exhibit C.

2.0 MBE/WBE goals were not established for this Contract.

3.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated and made a part of the above referenced Contract.

Signature: _____

Printed Name: Bill Cashmareck
Authorized Representative
Trillium Transportation Fuels, LLC dba Trillium
CNG

Date

9/17/18

Signature: _____

Printed Name: Matthew Duree
Title: Procurement Manager
City of Austin
Purchasing Office

Date

9-18-18

**ANNEX I - 2018
EXHIBIT C**

Annual Fuel Use (GGE)	Monthly Fuel Use (GGE)	Monthly Fuel Use (Therms)	Monthly O&M Rate Per Therm -		Feb 2009	Feb 2010	Feb 2011	Feb 2013	May 2015	May 2016	May 2017	May 2018
			Feb 2008	Rate Per Therm -								
0 - 100,000	0 - 8.334	0 - 10,916	\$1.036		\$1.0384	\$1.0607	\$1.0831	\$1.1142	\$1.164	\$1.166	\$1.197	\$1.231
100,001 - 150,000	8.334 - 12.500	10,917 - 16,375	\$0.675		\$0.6766	\$0.6911	\$0.7057	\$0.7259	\$0.758	\$0.759	\$0.779	\$0.802
150,001 - 200,000	12.501 - 16.666	16,376 - 21,833	\$0.444		\$0.4450	\$0.4546	\$0.4642	\$0.4775	\$0.499	\$0.500	\$0.513	\$0.528
200,001 - 250,000	16.667 - 20.834	21,834 - 27,293	\$0.393		\$0.3939	\$0.4024	\$0.4109	\$0.4226	\$0.442	\$0.443	\$0.455	\$0.467
250,001 - 300,000	21.835 - 25.000	27,294 - 32,750	\$0.352		\$0.3528	\$0.3604	\$0.3680	\$0.3786	\$0.396	\$0.397	\$0.408	\$0.418
300,001 - 350,000	25.001 - 29.167	32,751 - 38,208	\$0.336		\$0.3368	\$0.3440	\$0.3513	\$0.3613	\$0.373	\$0.374	\$0.384	\$0.399
350,001 - 400,000	29.168 - 33.334	38,209 - 43,667	\$0.314		\$0.3147	\$0.3215	\$0.3283	\$0.3377	\$0.353	\$0.354	\$0.364	\$0.373
400,001 - 450,000	33.335 - 37.500	43,668 - 49,125	\$0.301		\$0.3017	\$0.3082	\$0.3147	\$0.3237	\$0.338	\$0.339	\$0.348	\$0.358
450,001 - 500,000	37.501 - 41.667	49,126 - 54,583	\$0.268		\$0.2686	\$0.2744	\$0.2802	\$0.2882	\$0.301	\$0.301	\$0.309	\$0.319
500,001 - 550,000	41.668 - 45.833	54,584 - 60,042	\$0.241		\$0.2416	\$0.2467	\$0.2519	\$0.2592	\$0.271	\$0.271	\$0.278	\$0.286
550,001 - 600,000	45.834 - 50.000	60,043 - 65,500	\$0.227		\$0.2275	\$0.2324	\$0.2373	\$0.2441	\$0.255	\$0.255	\$0.262	\$0.270
600,001 - 650,000	50.001 - 54.167	65,501 - 70,958	\$0.221		\$0.2215	\$0.2263	\$0.2310	\$0.2377	\$0.248	\$0.248	\$0.255	\$0.263
650,001 - 700,000	54.168 - 58.333	70,959 - 76,417	\$0.221		\$0.2215	\$0.2263	\$0.2310	\$0.2377	\$0.248	\$0.248	\$0.255	\$0.263

Adjustments may be made annually to reflect any increase or decrease in the national Consumer Price Index for All Urban Consumers, U.S. City Average (All Items: 1982-84=100) as issued by the U.S. Department of Labor, Bureau of Labor Statistics (the "CPI"). To be effective, any adjustment to the Exhibit C must be incorporated into the contract by contract amendment.



Amendment No. 10
To
Contract No. NA070000060
For
Natural Gas Refueling Management and Maintenance Services
Between
Trillium Transportation Fuels, LLC dba Trillium CNG
And The City of Austin

- 1.0 The City hereby exercises the extension option for the subject contract. This extension option will be effective February 11, 2018 to February 10, 2023. Zero options remain.
- 2.0 The total Contract amount is increased by \$1,217,158.00. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 02/11/2008 – 02/10/2018 *installation under NA070000059 *maintenance under NA070000060	\$2,691,952.00	NA070000059: \$1,164,621.00 NA070000060: \$1,527,331.00
Amendment No. 1: Add line for facility construction 12/31/2007	\$0.00	\$2,691,952.00
Amendment No. 2: Move funding from NA070000060 to NA070000059 for facility construction 03/21/2008	\$0.00	NA070000059: \$1,262,035.32 NA070000060: \$1,429,916.68
Amendment No. 3: Allows service charges to be adjusted to reflect any change in the national Consumer Price Index. 08/06/2013	\$0.00	\$2,691,952.00
Amendment No. 4: Change of name to Integrlys Transportation Fuels LLC DbA Trillium CNG (391775292). 01/20/2014	\$0.00	\$2,691,952.00
Amendment No. 5: Annex I Exhibit C is replaced in its entirety with the new Annex I – 2015 Exhibit C attached. 09/23/2015	\$0.00	\$2,691,952.00
Amendment No. 6: Change of name to Trillium Transportation Fuels, LLC dba Trillium CNG (453116171). 06/29/2016	\$0.00	\$2,691,952.00
Amendment No. 7: Annex I-2015 Exhibit C is replaced in its entirety with the new Annex I - 2016 Exhibit C attached. 08/12/2016	\$0.00	\$2,691,952.00
Amendment No. 8: Annex I - 2016 Exhibit C is replaced in its entirety with the new Annex 1-2017 Exhibit C attached. 06/09/2017	\$0.00	\$2,691,952.00
Amendment No. 9: Administrative Increase NA070000060 09/12/2017	\$58,000.00	NA070000060: \$1,487,916.68

Amendment No. 10: Option 1 02/11/2018 – 02/10/2023	\$1,217,158.00	NA070000059: \$1,262,035.32 NA070000060: \$2,705,074.68
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3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:


 Printed Name: Bill Cashmareck
 Authorized Representative

Trillium Transportation Fuels, LLC
 dba Trillium CNG
 2929 Allen Parkway, Suite 4100
 Houston, TX 77019
 800-920-1166
 713-332-5761

Signature & Date:

 1/30/18
 Printed Name: Danielle Lord
 Procurement Manager
 City of Austin Purchasing Office



Amendment No. 9
To
Contract No. NA070000060
For
Natural Gas Refueling Management and Maintenance Services
Between
Trillium Transportation Fuels, LLC dba Trillium CNG
And The City of Austin

- 1.0 The City hereby amends the above referenced contract to increase available funding administratively in an amount not to exceed \$58,000 effective on the date executed by both parties.
- 2.0 The total Contract amount is increased by \$58,000.00. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 06/22/2015 – 06/21/2018	\$2,691,952.00	\$2,691,952.00
Amendment No. 1: Clarifications	\$0.00	\$2,691,952.00
Amendment No. 2: Clarifications	\$0.00	\$2,691,952.00
Amendment No. 3: Allows service charges to be adjusted to reflect any change in the national Consumer Price Index.	\$0.00	\$2,691,952.00
Amendment No. 4: Change of name to Integrys Transportation Fuels LLC DbA Trillium CNG (391775292).	\$0.00	\$2,691,952.00
Amendment No. 5: Annex I Exhibit C is replaced in its entirety with the new Annex I – 2015 Exhibit C attached.	\$0.00	\$2,691,952.00
Amendment No. 6: Change of name to Trillium Transportation Fuels, LLC dba Trillium CNG (453116171).	\$0.00	\$2,691,952.00
Amendment No. 7: Annex I-2015 Exhibit C is replaced in its entirety with the new Annex I - 2016 Exhibit C attached.	\$0.00	\$2,691,952.00
Amendment No. 8: Annex I - 2016 Exhibit C is replaced in its entirety with the new Annex 1-2017 Exhibit C attached.	\$0.00	\$2,691,952.00
Amendment No. 9: Administrative Increase 09/05/2017	\$58,000.00	\$2,749,952.00

- 3.0 Trillium shall replace the existing fast-fill dispenser as part of a required component upgrade with a new single-sided fast-fill dispenser and card reader in accordance with Article II, Paragraph 2.3. See exhibit A.
- 4.0 MBE/WBE goals were not established for this contract.
- 5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:


Printed Name: Bill Cashmareck
Authorized Representative
Trillium Transportation Fuels, LLC dba Trillium
CNG

Signature & Date:


Printed Name: Danielle Lord
~~Matthew Duce~~
~~Procurement Supervisor~~ Procurement Mgr.
City of Austin Purchasing Office



Amendment No. 8
To
Contract No. NA070000060
For
Natural Gas Refueling Management and Maintenance Services
Between
Trillium Transportation Fuels, LLC dba Trillium CNG
And The
City of Austin

1.0 The Contract is hereby amended as follows:

1.1 Retroactive to May 1, 2017, Annex I – 2016 Exhibit C is replaced in its entirety with the new Annex I - 2017 Exhibit C attached hereto. All services beginning on May 1, 2017 shall be invoiced using the last column of the new Annex I – 2017 Exhibit C.

2.0 MBE/WBE goals were not established for this Contract.

3.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated and made a part of the above referenced Contract.

Signature: _____

Printed Name: Bill Cashmareck
Authorized Representative
Trillium Transportation Fuels, LLC dba Trillium
CNG

Date

6/9/17

Signature: _____

Printed Name: Danielle Lord
Title: Procurement Manager
City of Austin
Purchasing Office

Date

6/9/17

**ANNEX I - 2017
EXHIBIT C**

Annual Fuel Use (GGE)	Monthly Fuel Use (GGE)	Monthly Fuel Use (Therms)	Monthly O&M Rate Per Therm -		Feb 2010	Feb 2011	Feb 2013	May 2015	May 2016	May 2017
			Feb 2008	Feb 2009						
0 - 100,000	0 - 8.334	0 - 10,916	\$1.036	\$1.0384	\$1.0607	\$1.0831	\$1.1142	\$1.164	\$1.166	\$1.197
100,001 - 150,000	8.334 - 12.500	10,917 - 16,375	\$0.675	\$0.6766	\$0.6911	\$0.7057	\$0.7259	\$0.758	\$0.759	\$0.779
150,001 - 200,000	12.501 - 16.666	16,376 - 21,833	\$0.444	\$0.4450	\$0.4546	\$0.4642	\$0.4775	\$0.499	\$0.500	\$0.513
200,001 - 250,000	16.667 - 20.834	21,834 - 27,293	\$0.393	\$0.3939	\$0.4024	\$0.4109	\$0.4226	\$0.442	\$0.443	\$0.455
250,001 - 300,000	21.835 - 25.000	27,294 - 32,750	\$0.352	\$0.3528	\$0.3604	\$0.3680	\$0.3786	\$0.396	\$0.397	\$0.408
300,001 - 350,000	25.001 - 29.167	32,751 - 38,208	\$0.336	\$0.3368	\$0.3440	\$0.3513	\$0.3613	\$0.373	\$0.374	\$0.384
350,001 - 400,000	29.168 - 33.334	38,209 - 43,667	\$0.314	\$0.3147	\$0.3215	\$0.3283	\$0.3377	\$0.353	\$0.354	\$0.364
400,001 - 450,000	33.335 - 37.500	43,668 - 49,125	\$0.301	\$0.3017	\$0.3082	\$0.3147	\$0.3237	\$0.338	\$0.339	\$0.348
450,001 - 500,000	37.501 - 41.667	49,126 - 54,583	\$0.268	\$0.2686	\$0.2744	\$0.2802	\$0.2882	\$0.301	\$0.301	\$0.309
500,001 - 550,000	41.668 - 45.833	54,584 - 60,042	\$0.241	\$0.2416	\$0.2467	\$0.2519	\$0.2592	\$0.271	\$0.271	\$0.278
550,001 - 600,000	45.834 - 50.000	60,043 - 65,500	\$0.227	\$0.2275	\$0.2324	\$0.2373	\$0.2441	\$0.255	\$0.255	\$0.262
600,001 - 650,000	50.001 - 54.167	65,501 - 70,958	\$0.221	\$0.2215	\$0.2263	\$0.2310	\$0.2377	\$0.248	\$0.248	\$0.255
650,001 - 700,000	54.168 - 58.333	70,959 - 76,417	\$0.221	\$0.2215	\$0.2263	\$0.2310	\$0.2377	\$0.248	\$0.248	\$0.255

Adjustments may be made annually to reflect any increase or decrease in the national Consumer Price Index for All Urban Consumers, U.S. City Average (All Items: 1982-84=100) as issued by the U.S. Department of Labor, Bureau of Labor Statistics (the "CPI"). To be effective, any adjustment to the Exhibit C must be incorporated into the contract by contract amendment.



Amendment No. 7
To
Contract No. NA070000060
For
Natural Gas Refueling Management and Maintenance Services
Between
Trillium Transportation Fuels, LLC dba Trillium CNG
And The
City of Austin

1.0 The Contract is hereby amended as follows:

1.1 Retroactive to May 1, 2016, Annex I – 2015 Exhibit C is replaced in its entirety with the new Annex I - 2016 Exhibit C attached hereto. All services beginning on May 1, 2016 shall be invoiced using the last column of the new Annex I – 2016 Exhibit C.

2.0 MBE/WBE goals were not established for this Contract.

3.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated and made a part of the above referenced Contract.

Signature: [Signature]
Printed Name: Stephen T. Aden

City of Austin
Purchasing Office

Date

8/12/16

Signature: [Signature]
Printed Name: JP Einfeld-Hansen
Authorized Representative
Trillium Transportation Fuels, LLC dba Trillium
CNG

Date

7/28/16

ANNEX I – 2016

EXHIBIT C

Annual Fuel Use (GGE)	Monthly Fuel Use (GGE)	Monthly Fuel Use (Therms)	Monthly O&M Rate Per Therm -						
			Feb 2008	Feb 2009	Feb 2010	Feb 2011	Feb 2013	May 2015	May 2016
0 - 100,000	0 - 8.334	0 - 10,916	\$1.036	\$1.0384	\$1.0607	\$1.0831	\$1.1142	\$1.1640	\$1.1660
100,001 - 150,000	8.334 - 12.500	10,917 - 16,375	\$0.675	\$0.6766	\$0.6911	\$0.7057	\$0.7259	\$0.7580	\$0.7590
150,001 - 200,000	12.501 - 16.666	16,376 - 21,833	\$0.444	\$0.4450	\$0.4546	\$0.4642	\$0.4775	\$0.4990	\$0.5000
200,001 - 250,000	16.667 - 20.834	21,834 - 27,293	\$0.393	\$0.3939	\$0.4024	\$0.4109	\$0.4226	\$0.4420	\$0.4430
250,001 - 300,000	21.835 - 25.000	27,294 - 32,750	\$0.352	\$0.3528	\$0.3604	\$0.3680	\$0.3786	\$0.3960	\$0.3970
300,001 - 350,000	25.001 - 29.167	32,751 - 38,208	\$0.336	\$0.3368	\$0.3440	\$0.3513	\$0.3613	\$0.3730	\$0.3740
350,001 - 400,000	29.168 - 33.334	38,209 - 43,667	\$0.314	\$0.3147	\$0.3215	\$0.3283	\$0.3377	\$0.3530	\$0.3540
400,001 - 450,000	33.335 - 37.500	43,668 - 49,125	\$0.301	\$0.3017	\$0.3082	\$0.3147	\$0.3237	\$0.3380	\$0.3390
450,001 - 500,000	37.501 - 41.667	49,126 - 54,583	\$0.268	\$0.2686	\$0.2744	\$0.2802	\$0.2882	\$0.3010	\$0.3010
500,001 - 550,000	41.668 - 45.833	54,584 - 60,042	\$0.241	\$0.2416	\$0.2467	\$0.2519	\$0.2592	\$0.2710	\$0.2710
550,001 - 600,000	45.834 - 50.000	60,043 - 65,500	\$0.227	\$0.2275	\$0.2324	\$0.2373	\$0.2441	\$0.2550	\$0.2550
600,001 - 650,000	50.001 - 54.167	65,501 - 70,958	\$0.221	\$0.2215	\$0.2263	\$0.2310	\$0.2377	\$0.2480	\$0.2480
650,001 - 700,000	54.168 - 58.333	70,959 - 76,417	\$0.221	\$0.2215	\$0.2263	\$0.2310	\$0.2377	\$0.2480	\$0.2480

Adjustments may be made annually to reflect any increase or decrease in the national Consumer Price Index for All Urban Consumers, U.S. City Average (All Items: 1982-84=100) as issued by the U.S. Department of Labor, Bureau of Labor Statistics (the "CPI"). To be effective, any adjustment to the Exhibit C must be incorporated into the contract by contract amendment.



Amendment No. 6
to
Contract No. NA070000060
for
Natural Gas Refueling Management and Maintenance Services
Between
Integrus Transportation Fuels, LLC
dba Trillium CNG
and the
City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor information as requested and documented by the vendor.

	From	To
Vendor Name	Integrus Transportation Fuels, LLC dba Trillium CNG	Trillium Transportation Fuels, LLC dba Trillium CNG
Vendor Code	V00000916677	
FEIN	██████████	██████████

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 6 is hereby incorporated into and made a part of the Contract.

A handwritten signature in cursive script that reads "Linell Goodin-Brown".

Linell Goodin-Brown
Contract Compliance Supervisor
City of Austin, Purchasing Office

4-29-16
Date



Amendment No. 5
To
Contract No. NA070000060
For
Natural Gas Refueling Management and Maintenance Services
Between
Integrus Transportation Fuels LLC dba Trillium CNG
And The
City of Austin

1.0 The above referenced Contract is hereby amended as follows:

1.1 Retroactive to May 1, 2015, Annex I Exhibit C is replaced in its entirety with the new Annex I - 2015 Exhibit C attached hereto. All services beginning on May 1, 2015 shall be invoiced using the last column of the new Annex I - 2015 Exhibit C.

2.0 All other terms and conditions remain unchanged and in full force and effect.

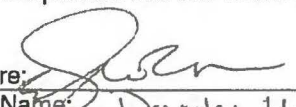
BY THE SIGNATURES affixed below, Amendment No. 5 is hereby incorporated into and made a part of the above-referenced Contract.

Signature: 
Printed Name: C. Danielle Lord

City of Austin
Purchasing Office

Date

9/23/15

Signature: 
Printed Name: Douglas Hart
Authorized Representative
Integrus Transportation Fuels LLC dba Trillium
CNG

Date

9/22/15

**ANNEX I - 2015
EXHIBIT C**

Annual Fuel Use (GGE)	Monthly Fuel Use (GGE)	Monthly Fuel Use (Therms)	Monthly O&M Rate Per Therm -		Feb 2010*	Feb 2011	Feb 2013	May 2015
			Feb 2008	Feb 2009				
0 - 100,000	0 - 8.334	0 - 10,916	\$1.036	\$1.0384	\$1.0607	\$1.0831	\$1.1142	\$1.1640
100,001 - 150,000	8.334 - 12.500	10,917 - 16,375	\$0.675	\$0.6766	\$0.6911	\$0.7057	\$0.7259	\$0.7580
150,001 - 200,000	12.501 - 16.666	16,376 - 21,833	\$0.444	\$0.4450	\$0.4546	\$0.4642	\$0.4775	\$0.4990
200,001 - 250,000	16.667 - 20.834	21,834 - 27,293	\$0.393	\$0.3939	\$0.4024	\$0.4109	\$0.4226	\$0.4420
250,001 - 300,000	21.835 - 25.000	27,294 - 32,750	\$0.352	\$0.3528	\$0.3604	\$0.3680	\$0.3786	\$0.3960
300,001 - 350,000	25.001 - 29.167	32,751 - 38,208	\$0.336	\$0.3368	\$0.3440	\$0.3513	\$0.3613	\$0.3730
350,001 - 400,000	29.168 - 33.334	38,209 - 43,667	\$0.314	\$0.3147	\$0.3215	\$0.3283	\$0.3377	\$0.3530
400,001 - 450,000	33.335 - 37.500	43,668 - 49,125	\$0.301	\$0.3017	\$0.3082	\$0.3147	\$0.3237	\$0.3380
450,001 - 500,000	37.501 - 41.667	49,126 - 54,583	\$0.268	\$0.2686	\$0.2744	\$0.2802	\$0.2882	\$0.3010
500,001 - 550,000	41.668 - 45.833	54,584 - 60,042	\$0.241	\$0.2416	\$0.2467	\$0.2519	\$0.2592	\$0.2710
550,001 - 600,000	45.834 - 50.000	60,043 - 65,500	\$0.227	\$0.2275	\$0.2324	\$0.2373	\$0.2441	\$0.2550
600,001 - 650,000	50.001 - 54.167	65,501 - 70,958	\$0.221	\$0.2215	\$0.2263	\$0.2310	\$0.2377	\$0.2480
650,001 - 700,000	54.168 - 58.333	70,959 - 76,417	\$0.221	\$0.2215	\$0.2263	\$0.2310	\$0.2377	\$0.2480

Adjustments may be made annually to reflect any increase or decrease in the national Consumer Price Index for All Urban Consumers, U.S. City Average (All Items: 1982-84=100) as issued by the U.S. Department of Labor, Bureau of Labor Statistics (the "CPI"). To be effective, any adjustment to the Exhibit C must be incorporated into the contract by contract amendment.

ASSIGNMENT AGREEMENT

Contract Number(s)/Description:	NA070000060 – Operation/Maintenance of CNG Fueling Facility
ASSIGNOR'S NAME:	Pinnacle CNG Company
State of Incorporation:	Texas
City and State of Principal Office:	Houston, Texas
ASSIGNEE'S NAME:	Integrus Transportation Fuels, LLC dba Trillium CNG
State of Incorporation:	Delaware
City and State of Principal Office:	Chicago, IL
Type of Agreement:	Nonprofessional Services, fueling facility
Effective Date of Agreement:	September 3, 2013

The Assignor, a company duly organized and existing under the laws of the above State with its principal office in the above location, Assignee, a company duly organized and existing under the laws of the above State with its principal office in the above location; and the City of Austin (the City) enter into this Agreement as of the above stated effective date.

a. THE PARTIES AGREE TO THE FOLLOWING FACTS:

1. The City has entered into the above referenced contract with the Assignor. "The contract," as used in this Agreement, means the above contract, including all Amendments, made between the City and the Assignor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the City or the Assignor has any remaining rights, duties, or obligations under this contract).

2. As of the above stated effective date:

the Assignor has transferred to the Assignee all the rights of the Assignor under the contract by virtue of a written agreement between the Assignor and the Assignee.

b. The Assignee has acquired all the rights of the Assignor under the contract by virtue of the above transfer.

c. The Assignee has assumed all obligations and liabilities of the Assignor under the contract by virtue of the above transfer.

3. The Assignee is in a position to fully perform all obligations that may exist under the contract.

4. It is consistent with the City's interest to recognize the Assignee as the successor party to the contract.

5. Evidence of the above transfer has been filed with the City.

b. IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT BY THIS AGREEMENT:

1. The Assignor confirms the transfer to the Assignee, and waives any claims and rights against the City that it now has or may have in the future in connection with the contract.

2. The Assignee agrees to be bound by and to perform the contract in accordance with the conditions contained in the contract. The Assignee also assumes all obligations and liabilities of, and all claims against the Assignor under the contract as if the Assignee was the original party to the contract.
3. The Assignee ratifies all previous actions taken by the Assignor with respect to the contract, with the same force and effect as if the action had been taken by the Assignee.
4. The City recognizes the Assignee as the Assignor's successor in interest in and to the contract. The Assignee by this Agreement becomes entitled to all rights, titles, and interests of the Assignor in and to the contract as if the Assignee was the original party to the contract. Following the effective date of this Agreement, the term "Contractor," as used in the contract, shall refer to the Assignee.
5. Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the City against the Assignor.
6. All payments and reimbursements previously made by the City to the Assignor, and all other previous actions taken by the City under the contract, shall be considered to have discharged those parts of the City's obligations under the contract. All payments and reimbursements made by the City after the date of this Agreement in the name of or to the Assignee shall have the same force and effect.
7. The Assignor and the Assignee agree that the City is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the City in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the contract.


The contract shall remain in full force and effect, except as modified by this Agreement. The parties have caused this Agreement to be executed by their duly authorized person as of the day and year first above written.

BY (Printed Name): Scott Maas

(Signature): 

Title: Controller, Integrys Transportation Fuels, LLC
Assignor

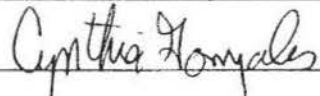
BY (Printed Name): Scott Maas

(Signature): 

Title: Controller, Integrys Transportation Fuels, LLC
Assignee

Federal Tax ID # 

BY (Printed Name): Cynthia Gonzales

(Signature): 

Title: Contract Compliance Manager, Corporate
City of Austin



Amendment No. 4
to
Contract No. NA070000060
for
Natural Gas Refueling Management and Maintenance Services
Between
Pinnacle CNG Company dba Trillium CNG
and the
City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor name as requested and documented by the vendor.

	From	To
Vendor Name	Pinnacle CNG Company dba Trillium CNG	Integrays Transportation Fuels LLC Dba Trillium CNG
Vendor Code	PIN8320470	V00000916677
FEIN	[REDACTED]	[REDACTED]

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 4 is hereby incorporated into and made a part of the Contract.

A handwritten signature in cursive script, appearing to read "Cynthia Gonzales".

Cynthia Gonzales *Teresa Reddy*
Corporate Contract Compliance Manager
City of Austin, Purchasing Office

1/28/14

Date

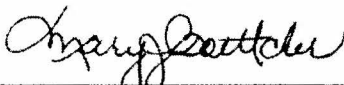


Amendment No. 3
of
Agreement No. NA070000060
for
Natural Gas Refueling Management and Maintenance Services
between
Integrus Transportation Fuels, LLC dba Trillium CNG ("Contractor")
and the
City of Austin ("City")

- 1.0 Pursuant to Article III, Subsection (a) the Service Charges may be adjusted to reflect any increase or decrease in the national Consumer Price Index for All Urban Consumers, U.S. City Average (All Items; 1982-84=100) as issued by the U.S. Department of Labor, Bureau of Labor Statistics (the "CPI"). Therefore, Exhibit C to the Agreement is hereby replaced in its entirety with a new Exhibit C, attached hereto, to reflect the current CPI.
- 2.0 This Amendment No. 3 shall become effective retroactively to February 12, 2013.
- 3.0 All other terms and conditions of the Agreement remain the same.


BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

Integrus Transportation Fuels, LLC



Signature
Name: Mary Boettcher
Title: President
Date: 08/02/13

City of Austin



Signature
Name: Yolanda Miller
Title: Deputy Purchasing Officer
Date: 8/6/13

**SECOND AMENDMENT TO
NATURAL GAS REFUELING MANAGEMENT AND
MAINTENANCE SERVICES AGREEMENT
(City of Austin, Texas)**

This Second Amendment to Natural Gas Refueling Management and Maintenance Services Agreement (this "*Second Amendment*"), dated as of August 23, 2012, is entered into by and between Pinnacle CNG Systems, LLC, a Texas limited liability company ("*Pinnacle*") and the City of Austin, a home-rule municipality incorporated by the State of Texas (the "*City*"). Pinnacle and the City are sometimes individually referred to herein as a "*Party*" and collectively as the "*Parties*."

RECITATIONS:

The Parties have entered into that certain Natural Gas Refueling Management and Maintenance Services Agreement, dated as of October 13, 2006, as amended by that certain First Amendment to Natural Gas Refueling Management and Maintenance Services Agreement, dated as of August 17, 2011 (such Natural Gas Refueling Management and Maintenance Services Agreement, as amended, the "*Agreement*"); and

Pursuant to Section 6.9 of the Agreement, the Parties desire to amend the Agreement, in certain respects.

NOW THEREFORE, in consideration of the premises, the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Capitalized terms used herein and not otherwise defined will have the respective meanings assigned to them in the Agreement.

2. Article I of the Agreement is hereby amended by adding the following definition where alphabetically appropriate:

"Commercial Customers" means all customers of the Refueling Station other than City, City's Constituents and City's Third Party Customers, to whom Pinnacle issues fleet cards with the prior approval of the City and that use fleet cards at the point of sale to purchase CNG at the Refueling Station.

3. The definition of "City's Third Party Customers" contained in Article I of the Agreement is hereby amended in its entirety and as so amended shall read as follows:

"City's Third Party Customers" means all customers of the Refueling Station other than City, City's Constituents and Commercial Customers.

4. Section 2.1 of the Agreement is hereby amended to read in its entirety as follows:

2.1 *Access to Site.* The City will provide Pinnacle and its agents and subcontractors with continuous and uninterrupted access to the tract(s) or parcel(s) of land owned by the City that are described on Exhibit A hereto (collectively, the "Site"), which Exhibit is composed of two parts, the description(s) of the Site and a site proposal

drawing of the Site. The City agrees that Pinnacle may have the right, subject to the City's prior approval, to contract with Commercial Customers for the sale of CNG by Pinnacle to such Commercial Customers at the Site

5. Subsections (d) and (e) of Section 2.2 of the Agreement are hereby amended and as so amended shall read in their entirety as follows:

(d) Assist the City in its preparation of grant applications seeking funds for use by the City in its efforts to continue the conversion of its fleet of vehicles to Natural Gas Vehicles;

(e) Cause the Refueling Station to be open for fueling of Natural Gas Vehicles 24 hours per day, seven days per week;

6. Section 2.2 of the Agreement is hereby amended by adding the following subsections (f) and (g) in their entirety to Section 2.2 of the Agreement:

(f) Be responsible for contracting for the sale of CNG at the Refueling Station with those Commercial Customers that are approved in advance in writing by the City. Pinnacle agrees to inform the City of those potential Commercial Customers to whom Pinnacle desires to issue Pinnacle fleet cards. Pinnacle further agrees to inform the City prior to entering into an agreement with any prospective Commercial Customer concerning the ability of such Commercial Customer to utilize the Refueling Station to fuel its Natural Gas Vehicles. Pinnacle agrees to provide to the City all information requested by the City which reasonably relates to the utilization or prospective utilization of the Refueling Station by Commercial Customers and prospective Commercial Customers, including, without limitation, the name of any prospective Commercial Customer, the number of Natural Gas Vehicles a prospective Commercial Customer intends to fuel at the Refueling Station, the number of Therms a prospective Commercial Customer expects to purchase from the Refueling Station during a one-year period, and the times of day during which a prospective Commercial Customer intends to utilize the Refueling Station. Pinnacle agrees to use commercially reasonable good faith efforts to ensure that Commercial Customers that purchase large volumes of CNG from the Refueling Station are restricted from utilizing the Refueling Station to fuel their Natural Gas Vehicles during the times of 12:00 a.m. and 6:00 a.m. seven (7) days per week; and

(g) Be responsible for the billing of City's Third Party Customers and Commercial Customers, for accepting funds associated with the use of credit cards to purchase CNG at the Refueling Station, and for assisting City in collecting, from credit card companies, the proceeds from the sale of CNG at the Refueling Station by providing City with fueling records and transaction data from the Refueling Station. Pinnacle will be solely responsible for collection of payments on credit cards issued by Pinnacle. The parties hereto agree that Pinnacle shall use commercially reasonable good faith efforts to collect past due, disputed and other amounts not timely paid by customers of the Refueling Station; provided, however, Pinnacle shall not be required to (i) institute any lawsuit or other proceeding against any person or entity to collect any past due, disputed and other amounts not timely paid by customers of the Refueling Station, or (ii) pursue the collection of any past due, disputed or other amounts not timely paid by customers of the Refueling Station beyond good faith efforts to collect any such amounts.

7. Section 2.4 of the Agreement is hereby amended to read in its entirety as follows:

2.4 *Delivery Point; Title.* All CNG to be provided to the City, City's Constituents, City's Third Party Customers and Commercial Customers will be delivered at the Refueling Station on the downstream side of the vehicle fueling gas injection nozzle(s), such points being referred to herein as the "Points of Delivery." City will at all times be deemed to have title to the natural gas delivered to the Refueling Station, provided the title to the CNG sold by the City to City's Constituents, City's Third Party Customers and Commercial Customers will pass from the City to such parties at the Points of Delivery. Pinnacle will be deemed to be in possession and control of the CNG from the meter up to the Points of Delivery, and the party to whom the CNG is delivered to at the Points of Delivery will be deemed to have possession and control of the CNG thereafter.

8. Section 2.5(e) of the Agreement is hereby amended to read in its entirety as follows:

(e) City's Third Party Customers will be limited to using a Visa or Mastercard at the point of sale to purchase CNG from the City at the Refueling Station. Any and all fees, costs, expenses and charges associated with the ability to use or the actual use of a credit card by any of City's Third Party Customers to purchase CNG from City at the Refueling Station, including, without limitation, any monthly high speed internet charges associated with secure credit card processing and any credit card service charges, shall be the sole responsibility of City. Upon Pinnacle's receipt of a written request from City, Pinnacle will issue fleet cards to City and City's Constituents to be used only by such parties to refuel at the Refueling Station. The written request provided by City must specify the number of fleet cards to be issued and to whom such cards are to be issued. Notwithstanding the foregoing, Pinnacle may, with the City's prior approval, from time to time issue fleet cards to any person or entity for use at the point of sale to purchase CNG at the Refueling Station, which persons or entities shall be considered "Commercial Customers".

9. Section 2.8 of the Agreement is hereby amended to read in its entirety as follows:

2.8 *Security.* The City agrees to limit access to the Refueling Station to its employees, the employees of the City's Constituents, City's Third Party Customers and Commercial Customers who are engaged in refueling Natural Gas Vehicles and to authorized personnel and vendors of the City or Pinnacle who are working with or performing work on the compression or fueling equipment. Pinnacle will have no responsibility whatsoever with respect to any party that gains access to the Refueling Station, whether such access is authorized or unauthorized, other than (i) employees of Pinnacle and (ii) parties who gain access to the Refueling Station as the result of Pinnacle's sole negligence.

10. Section 2.10(b) of the Agreement is hereby amended to read in its entirety as follows:

(b) City will fully pay all charges by public utilities for all services furnished to the Refueling Station during the Term and will provide monthly statements to Pinnacle showing such cost and the time of use of all electrical service utilized. The City will be responsible for the payment of the cost of all such utility services, without surcharge. City agrees that Pinnacle may offset or "net" any amounts owed by Pinnacle to the City

pursuant to the foregoing provision against any amounts owed by the City to Pinnacle pursuant to other provisions of this Agreement, provided, that any amounts so offset or "netted" are itemized on the appropriate invoices or statements provided by Pinnacle to the City.

11. Article III of the Agreement is hereby amended to read in its entirety as follows:

3.1 *Consideration.* For each calendar month of the Term, City will pay Pinnacle a service charge (the "Service Charge") equal to the sum of three components, a component based on the volume of CNG dispensed from the Refueling Station (the "Station Usage Component"), a component based on the usage attributable to City's Third Party Customers (the "Public Customer Usage Component"), and a component based on the usage attributable to Commercial Customers (the "Commercial Customer Usage Component"). The Service Charge shall be calculated as follows:

(a) For each month of the Term, City shall pay Pinnacle a "Station Usage Component" which shall be calculated as follows:

(i) For each month of the Term that Pinnacle dispenses a total volume of Therms of CNG dispensed from the Refueling Station to the City, City's Constituents, City's Third Party Customers and/or to Commercial Customers that is equal to or less than 10,916 Therms per month, the Station Usage Component shall be \$1.036 per Therm; or

(ii) For each month of the Term that Pinnacle dispenses a total volume of Therms of CNG dispensed from the Refueling Station to the City, City's Constituents, City's Third Party Customers and/or to Commercial Customers that is greater than 10,916 Therms per month, the Station Usage Component shall be calculated pursuant to the Schedule attached hereto as Exhibit C.

(b) In addition to the Station Usage Component, for each month of the Term, City will pay Pinnacle a "Public Customer Usage Component" equal to \$0.07 per Therm of CNG dispensed from the Refueling Station to City's Third Party Customers for such month.

(c) In addition to the Station Usage Component and the Public Customer Usage Component, for each month of the Term, City will pay Pinnacle a "Commercial Customer Usage Component" which is the dollar amount equal to five percent (5.00%) of the retail sales price of each Therm of CNG dispensed from the Refueling Station to Commercial Customers for such month.

(d) On the Commencement Date and each anniversary of the Commencement Date, all three components of the Service Charge, including, without limitation, the amounts set forth on Exhibit C attached hereto, will be automatically adjusted to reflect any increases or decreases in the National Consumer Price Index for All Urban Consumers, U.S. City Average (All Items; 1982-84 = 100) as issued by the U.S. Department of Labor, Bureau of Labor Statistics (the "CPI"). During the Term, Pinnacle shall deliver to City on or before April 1 of each year an amendment to this Agreement the purpose of which is to revise Exhibit C in order to reflect the CPI for the

then current year; provided, that Pinnacle shall not be required to deliver to City any such amendment for any year prior to 2012 and, provided, further that in 2012 Pinnacle shall not be required to deliver any such amendment before September 15, 2012.

3.2 *Price of CNG Dispensed at Refueling Station to City's Constituents, City's Third Party Customers and Commercial Customers.* City will set the initial price at which CNG will be sold from the Refueling Station to City's Constituents, City's Third Party Customers and Commercial Customers; provided, however, Pinnacle may from time to time, with prior written approval of the City, adjust, in accordance with CNG pricing schedules approved from time to time by City, the price of CNG sold from the Refueling Station to City's Constituents, City's Third Party Customers and Commercial Customers; and, provided, further, that notwithstanding the immediately preceding proviso, Pinnacle may, once each month and without prior notice to or approval from City, adjust the price reflected on Exhibit D as the East Texas Houston Ship Channel price to reflect the then current East Texas Houston Ship Channel price. Notwithstanding the foregoing terms of this Section 3.2 to the contrary, Pinnacle shall upon notice from City and in accordance with City's instructions promptly adjust the price of CNG sold from the Refueling Station to City's Constituents, City's Third Party Customers and Commercial Customers. Pinnacle agrees to assist City in establishing pricing schedules for the sale of CNG from the Refueling Station to City's Constituents, City's Third Party Customers and Commercial Customers. The present pricing schedule for the sale of CNG from the Refueling Station to City's Constituents, City's Third Party Customers and Commercial Customers is attached hereto as Exhibit D. City is responsible for the payment of any and all taxes, fees and assessments imposed on the sale or delivery of CNG at or from the Refueling Station.

12. Section 6.1 (b) of the Agreement is hereby amended to read in its entirety as follows:

(b) If any party hereto is rendered unable, either wholly or partially, by force majeure from carrying out its obligations under this Agreement, it is agreed that the obligations of Pinnacle and the City (other than obligations to pay for Therms of CNG dispensed to the City, City's Constituents, Commercial Customers or City's Third Party Customers at the Refueling Station), insofar as they are affected by such force majeure, will be suspended during the continuance of the inability so caused, but for no longer period. If an event of force majeure occurs, the party experiencing same will be obligated to promptly notify the other party in writing of the circumstances and the expected duration of the force majeure event. In addition to the foregoing, any obligation of the City under Article III will be suspended during the continuance of any force majeure event, but for no longer period.

13. By its execution and delivery of this Second Amendment, the City does hereby notify Pinnacle that notices sent to the City in accordance with Section 6.7 of the Agreement are to be sent to the attention of Contract Administrator rather than Jack McCracken.

14. Exhibit C to the Agreement is hereby amended and restated in its entirety and as so amended shall read as set forth in Annex I hereto

15. Exhibit D to the Agreement is hereby amended and restated in its entirety and as so amended shall read as set forth in Annex II hereto.

16. MBE/WBE goals were not established for the Agreement.

17. By its execution of this Second Amendment, Pinnacle certifies to the City that Pinnacle and its principals are not currently suspended or debarred from doing business with the Federal Government of the United States of America, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

18. Except as expressly amended and modified by this Second Amendment, all of the terms, provisions and covenants of the Agreement, all schedules, attachments and exhibits thereto (as any of the same may have been amended) are and shall continue to remain in full force and effect in accordance with the terms thereof and are hereby ratified and confirmed by Pinnacle and the City as of the date of this Second Amendment as if the Agreement was re-executed as of the date of this Second Amendment. This Second Amendment will be interpreted and construed in accordance with the laws of the State of Texas.

19. This Second Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when two or more counterparts have been signed by each of the Parties and delivered to the other Party hereto, it being understood that all Parties need not sign the same counterpart. Execution of this Second Amendment or any other documents pursuant to this Second Amendment by facsimile or other electronic copy of a signature shall be deemed to be, and shall have the same effect as, execution by original signature. At the request of either Party, Pinnacle and the City will confirm facsimile transmitted signatures by signing an original document for delivery between Pinnacle and the City. It shall not be necessary in making proof of this Second Amendment or the terms and provisions of this Second Amendment to produce or account for more than one of such counterparts.

20. The Agreement, as amended by this Second Amendment, constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, commitments, understandings or communications with respect to the subject matter of the Agreement. There are no unwritten oral agreements between the Parties.

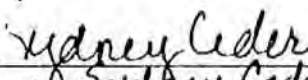
*[Remainder of Page Left Blank Intentionally]
[Signatures on Following Page]*

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to Natural Gas Refueling Management and Maintenance Services Agreement to be executed as of the date first above written.

PINNACLE CNG SYSTEMS, LLC

By: 
Drew Diggins, President

CITY OF AUSTIN

By: 
Name: Sydney Ceder
Title: Asst. Buyer 8/23/12

ANNEX I

EXHIBIT C

Service Charge Schedule

Annual Fuel USE (GGE)	Monthly Fuel Use (GGE)	Monthly Fuel Use (Therms)	Monthly O&M Rate Per Therm	Year 1 Increase Monthly O&M Rate Per Therm	Year 2 Increase Monthly O&M Rate Per Therm	Year 3 Increase Monthly O&M Rate Per Therm
0 - 100,000	0 - 8,334	0 - 10,916	\$1.036	\$1.0384	\$1.0607	\$1.0831
100,001 - 150,000	8,334 - 12,500	10,917 - 16,375	\$0.675	\$0.6766	\$0.6911	\$0.7057
150,001 - 200,000	12,501 - 16,666	16,376 - 21,833	\$0.444	\$0.4450	\$0.4546	\$0.4642
200,001 - 250,000	16,667 - 20,834	21,834 - 27,293	\$0.393	\$0.3939	\$0.4024	\$0.4109
250,001 - 300,000	21,835 - 25,000	27,294 - 32,750	\$0.352	\$0.3528	\$0.3604	\$0.3680
300,001 - 350,000	25,001 - 29,167	32,751 - 38,208	\$0.336	\$0.3368	\$0.3440	\$0.3513
350,001 - 400,000	29,168 - 33,334	38,209 - 43,667	\$0.314	\$0.3147	\$0.3215	\$0.3283
400,001 - 450,000	33,335 - 37,500	43,668 - 49,125	\$0.301	\$0.3017	\$0.3082	\$0.3147
450,001 - 500,000	37,501 - 41,667	49,126 - 54,583	\$0.268	\$0.2686	\$0.2744	\$0.2802
500,001 - 550,000	41,668 - 45,833	54,584 - 60,042	\$0.241	\$0.2416	\$0.2467	\$0.2519
550,001 - 600,000	45,834 - 50,000	60,043 - 65,500	\$0.227	\$0.2275	\$0.2324	\$0.2373
600,001 - 650,000	50,001 - 54,167	65,501 - 70,958	\$0.221	\$0.2215	\$0.2263	\$0.2310
650,001 - 700,000	54,168 - 58,333	70,959 - 76,417	\$0.221	\$0.2215	\$0.2263	\$0.2310

ANNEX II

EXHIBIT D

City of Austin
Mar 29 2012 (Revised 7/20/12)
Suggested Pump Prices

		<u>Full Tax Credit</u>	
Gas			
1	East Texas Houston Ship Channel *	0.35905 /therm	GLO
	Market Demand Factor *	0.02693 /therm	GLO - 7.5% of East TX Houston Ship Channel
2	Transmission Charge *	0.07065 /therm	Texas Gas
	Contract Maintenance Fee *	0.00300 /therm	GLO
3	Electricity *	0.11000 /therm	Based on billing
Tax			
4	Texas Excise *	0.11402 /therm	CNG stickers purchased for City vehicles
4	Federal Fuel *	0.13910 /therm	City use is tax exempt
COA Overhead			
	Fuel Operations (.13 gallon)	0.09881 /therm	FY12 Budget
	Admin (.04 gallon)	0.03040 /therm	FY12 Budget
5	COA Service Charge Schedule (O&M) Fee *	0.46420 /therm	Pinnacle
	3rd Party Sales Fee (.07 per therm)	0.05000 /therm	Pinnacle
	Subtotal	1.46516 /therm	
	1.3156 Therms/GGE conversion	1.9289 GGE	
	Credit Card Transaction Fee @ 5% of sales	0.0964	Pinnacle
	Subtotal	2.02533 GGE	
	Share of Federal Tax Credit \$0.50/GGE *	0.00 /GGE	Expired December 31, 2011
	Recommended Public Dispenser Price	2.025 /GGE	
	Recommended COA Dispenser Price	/GGE	

1. This represents the actual cost per therm for the natural gas commodity. Until such time that COA buys natural gas from a supplier other than Texas General Land Office, this rate shall be the "procurement" rate for Natural Gas, as established by the Interlocal cooperative Contract GLO Contract No. 08-5011 Exhibit A.
 2. This represents the actual cost per therm for transporting natural gas. Until such time that COA arranges for gas transport from a pipeline supplier other than Texas Gas Services this rate shall be the "transmission rate for Natural Gas, as established by the Texas P.U.C. for the most recent month data is available.
 3. Based on prior months actuals - cost / therms
 4. Applicable state and federal taxes per therm (note that transit operators are exempt from some of these taxes) Price change Oct 1, 2006 \$0.183/GGE
 5. Note: From this fee, COA pays Pinnacle the corresponding rate per therm for the amount of natural gas dispensed that month, consistent with Exhibit C of said agreement.
- * Cost per therm subject to market price changes.

**FIRST AMENDMENT TO
NATURAL GAS REFUELING MANAGEMENT AND
MAINTENANCE SERVICES AGREEMENT
(City of Austin, Texas)**

This First Amendment to Natural Gas Refueling Management and Maintenance Services Agreement (this "**First Amendment**"), dated as of August 17, 2011, is entered into by and between Pinnacle CNG Systems, LLC, a Texas limited liability company ("**Pinnacle**") and the City of Austin, a home-rule municipality incorporated by the State of Texas (the "**City**"). Pinnacle and the City are sometimes individually referred to herein as a "**Party**" and collectively as the "**Parties**."

RECITATIONS:

The Parties have entered into that certain Natural Gas Refueling Management and Maintenance Services Agreement, dated as of October 13, 2006 (the "**Agreement**"); and

Pursuant to Section 6.9 of the Agreement, the Parties desire to amend the Agreement, in certain respects.

NOW THEREFORE, in consideration of the premises, the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Capitalized terms used herein and not otherwise defined will have the respective meanings assigned to them in the Agreement.

2. Subsection (a) of Article III of the Agreement is hereby amended and as so amended shall read in its entirety as follows:

(a) For each month that Pinnacle dispenses a total volume of therms of CNG to the City, City's Constituents and/or to the City's Third Party Customers that is equal to or less than 10,916 therms per month, the Service Charge for the month will be \$1.036 per therm (the "Service Charge"). For each month that Pinnacle dispenses a total volume of therms of CNG to the City, City's Constituents and/or to City's Third Party Customers that is greater than 10,916 therms, the Service Charge for the month will be calculated pursuant to the Schedule attached hereto as Exhibit C. On the Commencement Date and each anniversary of the Commencement Date, the Service Charge and the amounts reflected on Exhibit C will be adjusted to reflect any increases or decreases in the National Consumer Price Index for All Urban Consumers, U.S. City Average (All Items; 1982-84 = 100) as issued by the U.S. Department of Labor, Bureau of Labor Statistics (the "CPI"). During the Term, Pinnacle shall deliver to City on or before April 1 of each year an amendment to this Agreement the purpose of which is to revise Exhibit C in order to reflect the CPI for the then current year; provided, that, Pinnacle shall not be required to deliver to City such an amendment for any year prior to 2011 and, provided, further, that in 2011 Pinnacle shall not be required to deliver to City any such amendment before September 15, 2011.

3. Exhibit C to the Agreement is hereby amended and restated in its entirety and as so amended shall read as set forth in Annex I hereto

4. Except as expressly amended and modified by this First Amendment, all of the terms, provisions and covenants of the Agreement, all schedules, attachments and exhibits thereto (as any of the same may have been amended) are and shall continue to remain in full force and effect in accordance with the terms thereof and are hereby ratified and confirmed by Pinnacle and the City as of the date of this First Amendment as if the Agreement was re-executed as of the date of this First Amendment. This First Amendment will be interpreted and construed in accordance with the laws of the State of Texas.

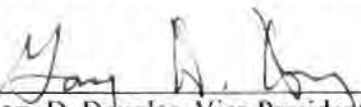
5. This First Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when two or more counterparts have been signed by each of the Parties and delivered to the other Party hereto, it being understood that all Parties need not sign the same counterpart. Execution of this First Amendment or any other documents pursuant to this First Amendment by facsimile or other electronic copy of a signature shall be deemed to be, and shall have the same effect as, execution by original signature. At the request of either Party, Pinnacle and the City will confirm facsimile transmitted signatures by signing an original document for delivery between Pinnacle and the City. It shall not be necessary in making proof of this First Amendment or the terms and provisions of this First Amendment to produce or account for more than one of such counterparts.

6. The Agreement, as amended by this First Amendment, constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, commitments, understandings or communications with respect to the subject matter of the Agreement. There are no unwritten oral agreements between the Parties.

[Remainder of Page Left Blank Intentionally]
[Signatures on Following Page]

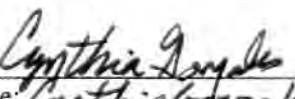
IN WITNESS WHEREOF, the Parties have caused this First Amendment to Natural Gas Refueling Management and Maintenance Services Agreement to be executed as of the date first above written.

PINNACLE CNG SYSTEMS, LLC

By: 

Gary D. Douglas, Vice President

CITY OF AUSTIN

By: 
Name: Cynthia Gonzalez
Title: Contract Compliance Manager

Approved as to form:

Assistant City Attorney

ANNEX I

EXHIBIT C

Service Charge Schedule

Annual Fuel USE (GGE)	Monthly Fuel Use (GGE)	Monthly Fuel Use (Therms)	Monthly O&M Rate Per Therm	Year 1 Increase Monthly O&M Rate Per Therm	Year 2 Increase Monthly O&M Rate Per Therm	Year 3 Increase Monthly O&M Rate Per Therm
0 - 100,000	0 - 8,334	0 - 10,916	\$1.036	\$1.0384	\$1.0607	\$1.0831
100,001 - 150,000	8,334 - 12,500	10,917 - 16,375	\$0.675	\$0.6766	\$0.6911	\$0.7057
150,001 - 200,000	12,501 - 16,666	16,376 - 21,833	\$0.444	\$0.4450	\$0.4546	\$0.4642
200,001 - 250,000	16,667 - 20,834	21,834 - 27,293	\$0.393	\$0.3939	\$0.4024	\$0.4109
250,001 - 300,000	21,835 - 25,000	27,294 - 32,750	\$0.352	\$0.3528	\$0.3604	\$0.3680
300,001 - 350,000	25,001 - 29,167	32,751 - 38,208	\$0.336	\$0.3368	\$0.3440	\$0.3513
350,001 - 400,000	29,168 - 33,334	38,209 - 43,667	\$0.314	\$0.3147	\$0.3215	\$0.3283
400,001 - 450,000	33,335 - 37,500	43,668 - 49,125	\$0.301	\$0.3017	\$0.3082	\$0.3147
450,001 - 500,000	37,501 - 41,667	49,126 - 54,583	\$0.268	\$0.2686	\$0.2744	\$0.2802
500,001 - 550,000	41,668 - 45,833	54,584 - 60,042	\$0.241	\$0.2416	\$0.2467	\$0.2519
550,001 - 600,000	45,834 - 50,000	60,043 - 65,500	\$0.227	\$0.2275	\$0.2324	\$0.2373
600,001 - 650,000	50,001 - 54,167	65,501 - 70,958	\$0.221	\$0.2215	\$0.2263	\$0.2310
650,001 - 700,000	54,168 - 58,333	70,959 - 76,417	\$0.221	\$0.2215	\$0.2263	\$0.2310

PINNACLE CNG SYSTEMS, LLC

P. O. Box 2499
Midland, Texas 79702

(432) 686-7002 (Office)
(432) 686-6408 (Fax)

August 17, 2011

Via UPS

City of Austin
Contract Administration
Attention: Matt Samaripa
124 W. 8th Street, Suite 310
Austin, Texas 78701

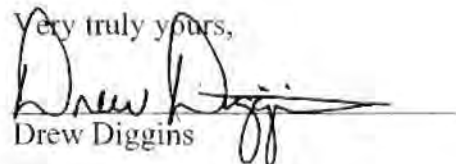
Re: First Amendment to Natural Gas Refueling Management and Maintenance
Services Agreement

Dear Mr. Samaripa:

Please find enclosed for execution two (2) originals of the First Amendment to Natural Gas Refueling Management and Maintenance Services Agreement, dated August 17, 2011, by and between Pinnacle CNG Systems, LLC, a Texas limited liability company ("Pinnacle") and the City of Austin, a home-rule municipality incorporated by the State of Texas (the "City"), which have been executed by Pinnacle. Please have an authorized representative of the City and the Assistant City Attorney execute the two originals and return one (1) fully executed original to me and retain the other for your files.

If you have any questions or comments, please do not hesitate to contact me.

Very truly yours,


Drew Diggins

cc: Gary D. Douglas
William Krueger

EXHIBIT A

**See Attached Description(s) and Site Proposal Drawing
[Description(s) to be furnished by the City within 10 days of the date of this Agreement]**

Site Proposal Drawing

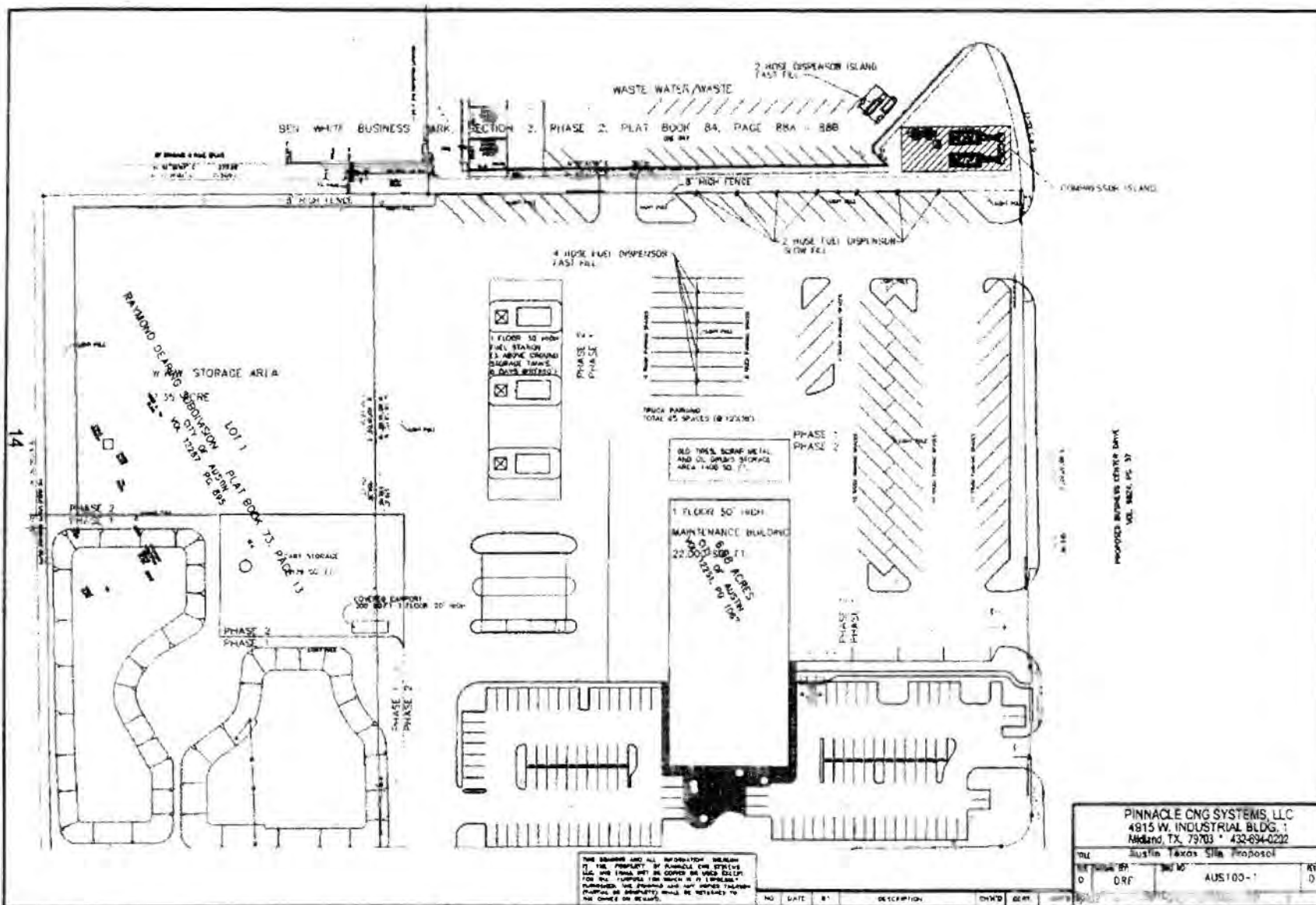


EXHIBIT B

MAINTENANCE AND INSPECTION SCHEDULE AND PLAN

I. PREVENTATIVE MAINTENANCE AND INSPECTION SCHEDULES

I.1 Daily Maintenance and Inspection

1.1.1 Check and monitor equipment, including but not limited to compressors, motors, dryers, storage vessels, and dispensers, for the following: gas leaks, physical damage, mechanical failures, fluid leaks, abnormal noises, unusual vibrations, unusual odors, or unusual appearance.

1.1.2 Compressor Enclosure Checklist

- (a) Daily maintenance may be performed with out shutting the compressor system down. It is best but not required to dump the inlet scrubber while the compressor is running.
- (b) Check oil level in Ariel compressor. Maintain level between the two lines on the sight glass. Also check level in round sight glass on Ariel. Maintain level in upper portion of the sight glass. The Ariel will use around 1 pint of oil per 8 hours run time. Use Shell Rotella-T 30 weight oil only. Pinnacle does not use a day tank for the Ariel oil. This ensures that daily maintenance occurs.
- (c) Dump Inlet Scrubber: Open the valve into the liquid blow down tank slowly. You will hear gas flow into the liquid blow down tank. The waste oil will drop into the bottom of the tank and the gas will vent out the top through the vent pipe. Leave the valve open for about 30 seconds. Once an operator is familiar with the

sounds, it will be obvious when the liquid has been dumped from the inlet scrubber. The inlet scrubber is fitted with a sight glass. It should never have oil in it. If it does, the inlet scrubber must be dumped immediately. Once the oil is drained from the inlet scrubber to the liquid blow down tank shut the liquid blow down tank inlet valve. Open the liquid blow down tank drain valve no more than $\frac{1}{2}$ turn and dump liquid into bucket for proper disposal in a waste oil drum. Leave the valve open until all liquid is dumped. Normally there will be a small amount of oil. If liquid amount is abnormal, notify Pinnacle promptly. A double-contained waste oil drum is kept on location. Notify Pinnacle as the drum is becoming full. Pinnacle will notify the environmental waste disposal service. The service company will complete and file the hazardous waste manifest with the appropriate agency.

- (d) Check the hydraulic oil level. Maintain oil level at the fill line on the sight glass. If you have to add oil to the hydraulic system, contact Pinnacle immediately.
- (e) Add oil through the fill cap on top of the reservoir. Use hydraulic ISO 46 oil from the 5-gallon containers.
- (f) Check for any oil or gas leaks inside the compressor enclosure and report any leaks to Pinnacle with the help phone.
- (g) Listen for any unusual sounds. Contact Pinnacle with the help

phone if anything appears out of the ordinary.

- (h) Inspect all pressure gauges to ensure all are in proper working condition.

1.1.3 Dispenser Checklist

- (a) Inspect the hoses for abrasions or punctures.
- (b) Inspect the quick connects for foreign material or grime.
- (c) Inspect the three-way valves for broken handle stop pins and for a loose cover plate.
- (d) Inspect the proximity switch for alignment and for power lights.
- (e) Inspect the pressure gauge to see that the glass is clear and that the gauge is filled with glycerin.
- (f) Check to see that the service valve remains open.
- (g) Smell and listen for leaks. Use a soap solution to bubble test if suspicious.

1.2 Weekly Maintenance Schedule

- 1.2.1 Clean Staubli CNG fuel hose connectors. Spray carburetor cleaner into each nozzle and wipe with a clean cloth. Clean dispensers.
- 1.2.2 Check the printer to see if the paper roll needs changing.
- 1.2.3 Drain the liquid off of the air compressor. There should be little or no liquid drained.
- 1.2.4 Open the drain valves on the buffer vessel and the storage vessel and drain any liquids. Open the valves slowly with a bucket under the drain line. Report to Pinnacle if any liquid is found.
- 1.2.5 Check for alarm conditions.

- 1.2.6 Check pressure drop across dryer.
- 1.2.7 Check pressures and temperatures on compressor (all stages).
- 1.2.8 Check instrument set points.
- 1.2.9 Check proper operation of equipment, including but not limited to compressors, motors, dryers, storage vessels, valve sequencing, dispensers, cardreaders, gates, fencing and security systems.
- 1.2.10 Record data on inspection log.
- 1.3 750-Hour Service Interval
 - 1.3.1 Change intensifier inlet particle filter.
 - 1.3.2 Change final coalescer filter.
 - 1.3.3 Change 1st stage coalescer filter and o-ring.
 - 1.3.4 Change 2nd stage coalescer filter and o-ring.
 - 1.3.5 Change 3rd stage coalescer filter and o-ring.
 - 1.3.6 Change hydraulic oil filters.
 - 1.3.7 Manually dump all scrubbers.
 - 1.3.8 Check all shutdowns.
 - 1.3.9 Check intensifier stroke length.
 - 1.3.10 Change the dryer discharge particle filter.
 - 1.3.11 Check the dryer desiccant level and add tablets if needed.
 - 1.3.12 Change Ariel oil filter.
 - 1.3.13 Clean cooling fins and check fan, and cooling pump.
 - 1.3.14 Collect gas sample.
 - 1.3.15 Perform Safety Inspection and record on Inspection Logs.

1.4 1500-Hour Service Interval

- 1.4.1 Change intensifier inlet particle filter.
- 1.4.2 Change final coalescer filter.
- 1.4.3 Change 1st stage coalescer filter and o-ring.
- 1.4.4 Change 2nd stage coalescer filter and o-ring.
- 1.4.5 Change 3rd stage coalescer filter and o-ring.
- 1.4.6 Check dryer and recharge with new desiccant.
- 1.4.7 Change hydraulic oil.
- 1.4.8 Check Ariel inlet and discharge gas valves.
- 1.4.9 Pull Intensifier valves and inserts, clean and replace as needed.
- 1.4.10 Calibrate thermocouples and transducers.
- 1.4.11 Check all shutdowns.
- 1.4.12 Check all electrical connections in panel.
- 1.4.13 Change Ariel oil filter and oil.
- 1.4.14 Change the dryer discharge particle filter.
- 1.4.15 Check the dryer desiccant level and add tablets if needed.
- 1.4.16 Check all equipment mounting bolts, and piping and tubing clamps to ensure all are tight. Clear accumulated dirt from electric motor frame and air passages.
- 1.4.17 Check dispenser meter calibration.

1.5 Annual Maintenance

- 1.5.1 Check the electrical conductivity of (Meg) the fill hoses for proper

grounding and record resistance readings. Refer to hose specifications.

Replace fill hoses that show wear or do not meet the resistance specifications.

1.5.2 Check Ariel rod packing, piston clearances, and shaft run-out.

1.5.3 Check the alignment of the Ariel drive coupling.

1.5.4 Check the condition of the hydraulic pump couplings and the hydraulic circulation pump couplings.

1.5.5 Check the cooling fans for any alignment problems.

EXHIBIT C

Service Charge Schedule

Annual Fuel USE (GGE)	Monthly Fuel Use (GGE)	Monthly Fuel Use (therms)	Monthly O & M Rate Per therm
0 - 100,000	4,167 - 8,334	5,459 - 10,916	\$ 1.036
100,001 - 150,000	8,334 - 12,500	10,918 - 16,375	\$ 0.675
150,001 - 200,000	12,501 - 16,666	16,376 - 21,833	\$ 0.444
200,001 - 250,000	16,667 - 20,834	21,834 - 27,293	\$ 0.393
250,001 - 300,000	21,835 - 25,000	27,294 - 32,750	\$ 0.352
300,001 - 350,000	25,001 - 29,167	32,751 - 38,208	\$ 0.336
350,001 - 400,000	29,168 - 33,334	38,209 - 43,667	\$ 0.314
400,001 - 450,000	33,335 - 37,500	43,668 - 49,125	\$ 0.301
450,001 - 500,000	37,501 - 41,667	49,126 - 54,583	\$ 0.268
500,001 - 550,000	41,668 - 45,833	54,584 - 60,042	\$ 0.241
550,001 - 600,000	45,834 - 50,000	60,043 - 65,500	\$ 0.227
600,001 - 650,000	50,001 - 54,167	65,501 - 70,958	\$ 0.221
650,001 - 700,000	54,168 - 58,333	70,959 - 76,417	\$ 0.221

EXHIBIT D

Example CNG Pricing Provision

City will sell CNG to City's Third Party Customer and City's Constituents at an initial price of [\$ _____] per therm, subject to adjustment as provided below. The price per therm will be adjusted to the extent (i) the cost of the CNG and the transportation applicable thereto paid by City is more or less than [\$ _____] per therm, (ii) the cost of electricity paid by the City is more or less than [\$ _____] per therm and (iii) the taxes payable to the State of Texas and other state and federal authorities are, in the aggregate more or less than [\$ _____] per therm. In addition, the initial overhead charge of [\$ _____] per therm (the "Overhead Charge") will be adjusted on the Commencement Date and on each anniversary of the Commencement Date to reflect any increases or decreases in the National Consumer Price Index for All Urban Consumers, U.S. City Average (All Items; 1982-84 = 100) as issued by the U.S. Department of Labor, Bureau of Labor Statistics (the "CPI"). On the Commencement Date and on each anniversary of the Commencement Date, the Overhead Charge for the succeeding 12 month period will be the product of (i) the Overhead Charge for either [_____] or the preceding 12 month period (as appropriate), multiplied by (ii) a fraction, the numerator of which is the CPI figure published most nearly before the Commencement Date or the anniversary of the Commencement Date for which the adjustment is being made, and the denominator of which is the CPI figure published most nearly before [_____] or the last anniversary of the Commencement Date (as appropriate). In addition to the price per therm indicated above, the party purchasing the CNG will pay [_____] without duplication, an amount equal to any other sales, excise, use or motor fuel taxes, concession fees or other similar assessments (including any increases in any such taxes, fees or assessments) imposed by any authority (local, state, federal or other) on the sale or delivery by City of CNG to such party. If there is a change in any of the costs, charges or taxes referred to in clauses (i) through (iii) above, the price payable per therm of CNG will be automatically increased or decreased, as applicable, to reflect the full amount of any such increase or decrease.

CPI/PPI and PRICE CALCULATION

Contract Number: NA070000060

CPI/PPI Used (Include Base Year): CPI-All Urban Consumers, Series ID CUUR0000SA0, Not Seasonally Adjusted

INSERT INFORMATION IN THE YELLOW HIGHLIGHTED AREAS ONLY!!!

Provide CPI/PPI that you are using below and price of the item for initial contract:

	CPI/PPI	Price of Item
Contract Start (Year 0):	211.693	\$0.4440

Provide CPI/PPI for each year below:

Contract Start (Year 1):	212.193
Contract Start (Year 2):	216.741
Contract Start (Year 3):	221.309
Contract Start (Year 4):	227.663
Contract Start (Year 5):	0.000

DO NOT ENTER INFORMATION BELOW:

	NEW PRICE OF ITEM	CPI/PPI CHECK	CPI/PPI % INCREASE/DECREASE
	\$0.4450	212.193	0.23619%
	\$0.4546	216.741	2.38459%
	\$0.4642	221.309	4.54243%
	\$0.4775	227.663	7.54394%
	\$0.0000	0	-100.00000%

**SECOND AMENDMENT TO
NATURAL GAS REFUELING MANAGEMENT AND
MAINTENANCE SERVICES AGREEMENT
(City of Austin, Texas)**

This Second Amendment to Natural Gas Refueling Management and Maintenance Services Agreement (this "**Second Amendment**"), dated as of [____], 2012, is entered into by and between Pinnacle CNG Systems, LLC, a Texas limited liability company ("**Pinnacle**") and the City of Austin, a home-rule municipality incorporated by the State of Texas (the "**City**"). Pinnacle and the City are sometimes individually referred to herein as a "**Party**" and collectively as the "**Parties**."

RECITATIONS:

The Parties have entered into that certain Natural Gas Refueling Management and Maintenance Services Agreement, dated as of October 13, 2006, as amended by that certain First Amendment to Natural Gas Refueling Management and Maintenance Services Agreement, dated as of August 17, 2011 (such Natural Gas Refueling Management and Maintenance Services Agreement, as amended, the "**Agreement**"); and

Pursuant to Section 6.9 of the Agreement, the Parties desire to amend the Agreement, in certain respects.

NOW THEREFORE, in consideration of the premises, the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Capitalized terms used herein and not otherwise defined will have the respective meanings assigned to them in the Agreement.

2. Article I of the Agreement is hereby amended by adding the following definition where alphabetically appropriate:

"Commercial Customers" means all customers of the Refueling Station other than City, City's Constituents and City's Third Party Customers, to whom Pinnacle issues fleet cards with the prior approval of the City and that use fleet cards at the point of sale to purchase CNG at the Refueling Station.

3. The definition of "City's Third Party Customers" contained in Article I of the Agreement is hereby amended in its entirety and as so amended shall read as follows:

"City's Third Party Customers" means all customers of the Refueling Station other than City, City's Constituents and Commercial Customers.

4. Section 2.1 of the Agreement is hereby amended to read in its entirety as follows:

2.1 *Access to Site.* The City will provide Pinnacle and its agents and subcontractors with continuous and uninterrupted access to the tract(s) or parcel(s) of land owned by the City that are described on Exhibit A hereto (collectively, the "Site"), which Exhibit is composed of two parts, the description(s) of the Site and a site proposal

drawing of the Site. The City agrees that Pinnacle may have the right, subject to the City's prior approval, to contract with Commercial Customers for the sale of CNG by Pinnacle to such Commercial Customers at the Site

5. Subsections (d) and (e) of Section 2.2 of the Agreement are hereby amended and as so amended shall read in their entirety as follows:

(d) Assist the City in its preparation of grant applications seeking funds for use by the City in its efforts to continue the conversion of its fleet of vehicles to Natural Gas Vehicles;

(e) Cause the Refueling Station to be open for fueling of Natural Gas Vehicles 24 hours per day, seven days per week;

6. Section 2.2 of the Agreement is hereby amended by adding the following subsections (f) and (g) in their entirety to Section 2.2 of the Agreement:

(f) Be responsible for contracting for the sale of CNG at the Refueling Station with those Commercial Customers that are approved in advance in writing by the City. Pinnacle agrees to inform the City of those potential Commercial Customers to whom Pinnacle desires to issue Pinnacle fleet cards. Pinnacle further agrees to inform the City prior to entering into an agreement with any prospective Commercial Customer concerning the ability of such Commercial Customer to utilize the Refueling Station to fuel its Natural Gas Vehicles. Pinnacle agrees to provide to the City all information requested by the City which reasonably relates to the utilization or prospective utilization of the Refueling Station by Commercial Customers and prospective Commercial Customers, including, without limitation, the name of any prospective Commercial Customer, the number of Natural Gas Vehicles a prospective Commercial Customer intends to fuel at the Refueling Station, the number of Therms a prospective Commercial Customer expects to purchase from the Refueling Station during a one-year period, and the times of day during which a prospective Commercial Customer intends to utilize the Refueling Station. Pinnacle agrees to use commercially reasonable good faith efforts to ensure that Commercial Customers that purchase large volumes of CNG from the Refueling Station are restricted from utilizing the Refueling Station to fuel their Natural Gas Vehicles during the times of 12:00 a.m. and 6:00 a.m. seven (7) days per week; and

(g) Be responsible for the billing of City's Third Party Customers and Commercial Customers, for accepting funds associated with the use of credit cards to purchase CNG at the Refueling Station, and for assisting City in collecting, from credit card companies, the proceeds from the sale of CNG at the Refueling Station by providing City with fueling records and transaction data from the Refueling Station. Pinnacle will be solely responsible for collection of payments on credit cards issued by Pinnacle. The parties hereto agree that Pinnacle shall use commercially reasonable good faith efforts to collect past due, disputed and other amounts not timely paid by customers of the Refueling Station; provided, however, Pinnacle shall not be required to (i) institute any lawsuit or other proceeding against any person or entity to collect any past due, disputed and other amounts not timely paid by customers of the Refueling Station, or (ii) pursue the collection of any past due, disputed or other amounts not timely paid by customers of the Refueling Station beyond good faith efforts to collect any such amounts.

7. Section 2.4 of the Agreement is hereby amended to read in its entirety as follows:

2.4 *Delivery Point; Title.* All CNG to be provided to the City, City's Constituents, City's Third Party Customers and Commercial Customers will be delivered at the Refueling Station on the downstream side of the vehicle fueling gas injection nozzle(s), such points being referred to herein as the "Points of Delivery." City will at all times be deemed to have title to the natural gas delivered to the Refueling Station, provided the title to the CNG sold by the City to City's Constituents, City's Third Party Customers and Commercial Customers will pass from the City to such parties at the Points of Delivery. Pinnacle will be deemed to be in possession and control of the CNG from the meter up to the Points of Delivery, and the party to whom the CNG is delivered to at the Points of Delivery will be deemed to have possession and control of the CNG thereafter.

8. Section 2.5(e) of the Agreement is hereby amended to read in its entirety as follows:

(e) City's Third Party Customers will be limited to using a Visa or Mastercard at the point of sale to purchase CNG from the City at the Refueling Station. Any and all fees, costs, expenses and charges associated with the ability to use or the actual use of a credit card by any of City's Third Party Customers to purchase CNG from City at the Refueling Station, including, without limitation, any monthly high speed internet charges associated with secure credit card processing and any credit card service charges, shall be the sole responsibility of City. Upon Pinnacle's receipt of a written request from City, Pinnacle will issue fleet cards to City and City's Constituents to be used only by such parties to refuel at the Refueling Station. The written request provided by City must specify the number of fleet cards to be issued and to whom such cards are to be issued. Notwithstanding the foregoing, Pinnacle may, with the City's prior approval, from time to time issue fleet cards to any person or entity for use at the point of sale to purchase CNG at the Refueling Station, which persons or entities shall be considered "Commercial Customers".

9. Section 2.8 of the Agreement is hereby amended to read in its entirety as follows:

2.8 *Security.* The City agrees to limit access to the Refueling Station to its employees, the employees of the City's Constituents, City's Third Party Customers and Commercial Customers who are engaged in refueling Natural Gas Vehicles and to authorized personnel and vendors of the City or Pinnacle who are working with or performing work on the compression or fueling equipment. Pinnacle will have no responsibility whatsoever with respect to any party that gains access to the Refueling Station, whether such access is authorized or unauthorized, other than (i) employees of Pinnacle and (ii) parties who gain access to the Refueling Station as the result of Pinnacle's sole negligence.

10. Section 2.10(b) of the Agreement is hereby amended to read in its entirety as follows:

(b) City will fully pay all charges by public utilities for all services furnished to the Refueling Station during the Term and will provide monthly statements to Pinnacle showing such cost and the time of use of all electrical service utilized. The City will be responsible for the payment of the cost of all such utility services, without surcharge. City agrees that Pinnacle may offset or "net" any amounts owed by Pinnacle to the City

pursuant to the foregoing provision against any amounts owed by the City to Pinnacle pursuant to other provisions of this Agreement, provided, that any amounts so offset or "netted" are itemized on the appropriate invoices or statements provided by Pinnacle to the City.

11. Article III of the Agreement is hereby amended to read in its entirety as follows:

3.1 *Consideration.* For each calendar month of the Term, City will pay Pinnacle a service charge (the "Service Charge") equal to the sum of three components, a component based on the volume of CNG dispensed from the Refueling Station (the "Station Usage Component"), a component based on the usage attributable to City's Third Party Customers (the "Public Customer Usage Component"), and a component based on the usage attributable to Commercial Customers (the "Commercial Customer Usage Component"). The Service Charge shall be calculated as follows:

(a) For each month of the Term, City shall pay Pinnacle a "Station Usage Component" which shall be calculated as follows:

- (i) For each month of the Term that Pinnacle dispenses a total volume of Therms of CNG dispensed from the Refueling Station to the City, City's Constituents, City's Third Party Customers and/or to Commercial Customers that is equal to or less than 10,916 Therms per month, the Station Usage Component shall be \$1.036 per Therm; or
- (ii) For each month of the Term that Pinnacle dispenses a total volume of Therms of CNG dispensed from the Refueling Station to the City, City's Constituents, City's Third Party Customers and/or to Commercial Customers that is greater than 10,916 Therms per month, the Station Usage Component shall be calculated pursuant to the Schedule attached hereto as Exhibit C.

(b) In addition to the Station Usage Component, for each month of the Term, City will pay Pinnacle a "Public Customer Usage Component" equal to \$0.07 per Therm of CNG dispensed from the Refueling Station to City's Third Party Customers for such month.

(c) In addition to the Station Usage Component and the Public Customer Usage Component, for each month of the Term, City will pay Pinnacle a "Commercial Customer Usage Component" which is the dollar amount equal to five percent (5.00%) of the retail sales price of each Therm of CNG dispensed from the Refueling Station to Commercial Customers for such month.

(d) On the Commencement Date and each anniversary of the Commencement Date, all three components of the Service Charge, including, without limitation, the amounts set forth on Exhibit C attached hereto, will be automatically adjusted to reflect any increases or decreases in the National Consumer Price Index for All Urban Consumers, U.S. City Average (All Items; 1982-84 = 100) as issued by the U.S. Department of Labor, Bureau of Labor Statistics (the "CPI"). During the Term, Pinnacle shall deliver to City on or before April 1 of each year an amendment to this Agreement the purpose of which is to revise Exhibit C in order to reflect the CPI for the

then current year; provided, that Pinnacle shall not be required to deliver to City any such amendment for any year prior to 2012 and, provided, further that in 2012 Pinnacle shall not be required to deliver any such amendment before September 15, 2012.

3.2 *Price of CNG Dispensed at Refueling Station to City's Constituents, City's Third Party Customers and Commercial Customers.* City will set the initial price at which CNG will be sold from the Refueling Station to City's Constituents, City's Third Party Customers and Commercial Customers; provided, however, Pinnacle may from time to time, with prior written approval of the City, adjust, in accordance with CNG pricing schedules approved from time to time by City, the price of CNG sold from the Refueling Station to City's Constituents, City's Third Party Customers and Commercial Customers; and, provided, further, that notwithstanding the immediately preceding proviso, Pinnacle may, once each month and without prior notice to or approval from City, adjust the price reflected on Exhibit D as the East Texas Houston Ship Channel price to reflect the then current East Texas Houston Ship Channel price. Notwithstanding the foregoing terms of this Section 3.2 to the contrary, Pinnacle shall upon notice from City and in accordance with City's instructions promptly adjust the price of CNG sold from the Refueling Station to City's Constituents, City's Third Party Customers and Commercial Customers. Pinnacle agrees to assist City in establishing pricing schedules for the sale of CNG from the Refueling Station to City's Constituents, City's Third Party Customers and Commercial Customers. The present pricing schedule for the sale of CNG from the Refueling Station to City's Constituents, City's Third Party Customers and Commercial Customers is attached hereto as Exhibit D. City is responsible for the payment of any and all taxes, fees and assessments imposed on the sale or delivery of CNG at or from the Refueling Station.

12. Section 6.1 (b) of the Agreement is hereby amended to read in its entirety as follows:

(b) If any party hereto is rendered unable, either wholly or partially, by force majeure from carrying out its obligations under this Agreement, it is agreed that the obligations of Pinnacle and the City (other than obligations to pay for Therms of CNG dispensed to the City, City's Constituents, Commercial Customers or City's Third Party Customers at the Refueling Station), insofar as they are affected by such force majeure, will be suspended during the continuance of the inability so caused, but for no longer period. If an event of force majeure occurs, the party experiencing same will be obligated to promptly notify the other party in writing of the circumstances and the expected duration of the force majeure event. In addition to the foregoing, any obligation of the City under Article III will be suspended during the continuance of any force majeure event, but for no longer period.

13. By its execution and delivery of this Second Amendment, the City does hereby notify Pinnacle that notices sent to the City in accordance with Section 6.7 of the Agreement are to be sent to the attention of Contract Administrator rather than Jack McCracken.

14. Exhibit C to the Agreement is hereby amended and restated in its entirety and as so amended shall read as set forth in Annex I hereto

15. Exhibit D to the Agreement is hereby amended and restated in its entirety and as so amended shall read as set forth in Annex II hereto.

16. MBE/WBE goals were not established for the Agreement.

17. By its execution of this Second Amendment, Pinnacle certifies to the City that Pinnacle and its principals are not currently suspended or debarred from doing business with the Federal Government of the United States of America, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

18. Except as expressly amended and modified by this Second Amendment, all of the terms, provisions and covenants of the Agreement, all schedules, attachments and exhibits thereto (as any of the same may have been amended) are and shall continue to remain in full force and effect in accordance with the terms thereof and are hereby ratified and confirmed by Pinnacle and the City as of the date of this Second Amendment as if the Agreement was re-executed as of the date of this Second Amendment. This Second Amendment will be interpreted and construed in accordance with the laws of the State of Texas.

19. This Second Amendment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when two or more counterparts have been signed by each of the Parties and delivered to the other Party hereto, it being understood that all Parties need not sign the same counterpart. Execution of this Second Amendment or any other documents pursuant to this Second Amendment by facsimile or other electronic copy of a signature shall be deemed to be, and shall have the same effect as, execution by original signature. At the request of either Party, Pinnacle and the City will confirm facsimile transmitted signatures by signing an original document for delivery between Pinnacle and the City. It shall not be necessary in making proof of this Second Amendment or the terms and provisions of this Second Amendment to produce or account for more than one of such counterparts.

20. The Agreement, as amended by this Second Amendment, constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, commitments, understandings or communications with respect to the subject matter of the Agreement. There are no unwritten oral agreements between the Parties.

*[Remainder of Page Left Blank Intentionally]
[Signatures on Following Page]*

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to Natural Gas Refueling Management and Maintenance Services Agreement to be executed as of the date first above written.

PINNACLE CNG SYSTEMS, LLC

By: _____
Drew Diggins, President

CITY OF AUSTIN

By: _____
Name: _____
Title: _____

ANNEX I

EXHIBIT C

Service Charge Schedule

Annual Fuel USE (GGE)	Monthly Fuel Use (GGE)	Monthly Fuel Use (Therms)	Monthly O&M Rate Per Therm	Year 1 Increase Monthly O&M Rate Per Therm	Year 2 Increase Monthly O&M Rate Per Therm	Year 3 Increase Monthly O&M Rate Per Therm
0 - 100,000	0 - 8,334	0 - 10,916	\$1.036	\$1.0384	\$1.0607	\$1.0831
100,001 - 150,000	8,334 - 12,500	10,917 - 16,375	\$0.675	\$0.6766	\$0.6911	\$0.7057
150,001 - 200,000	12,501 - 16,666	16,376 - 21,833	\$0.444	\$0.4450	\$0.4546	\$0.4642
200,001 - 250,000	16,667 - 20,834	21,834 - 27,293	\$0.393	\$0.3939	\$0.4024	\$0.4109
250,001 - 300,000	21,835 - 25,000	27,294 - 32,750	\$0.352	\$0.3528	\$0.3604	\$0.3680
300,001 - 350,000	25,001 - 29,167	32,751 - 38,208	\$0.336	\$0.3368	\$0.3440	\$0.3513
350,001 - 400,000	29,168 - 33,334	38,209 - 43,667	\$0.314	\$0.3147	\$0.3215	\$0.3283
400,001 - 450,000	33,335 - 37,500	43,668 - 49,125	\$0.301	\$0.3017	\$0.3082	\$0.3147
450,001 - 500,000	37,501 - 41,667	49,126 - 54,583	\$0.268	\$0.2686	\$0.2744	\$0.2802
500,001 - 550,000	41,668 - 45,833	54,584 - 60,042	\$0.241	\$0.2416	\$0.2467	\$0.2519
550,001 - 600,000	45,834 - 50,000	60,043 - 65,500	\$0.227	\$0.2275	\$0.2324	\$0.2373
600,001 - 650,000	50,001 - 54,167	65,501 - 70,958	\$0.221	\$0.2215	\$0.2263	\$0.2310
650,001 - 700,000	54,168 - 58,333	70,959 - 76,417	\$0.221	\$0.2215	\$0.2263	\$0.2310

ANNEX II

EXHIBIT D

City of Austin
 Filing Effective June 1, 2012
 Suggested Pump Prices

		<u>Full Tax Credit</u>	
Gas			
1.	East Texas Houston Ship Channel	0.35905 /therm	GLO
	Market Demand Factor	0.02693 /therm	GLO - 7.5% of East TX Houston Ship Channel
2.	Transmission Charge	0.07065 /therm	Texas Gas
	Contract Maintenance Fee	0.00300 /therm	GLO
3.	Electricity	0.11000 /therm	Based on billing
Tax			
4.	Texas Excise	0.11402 /therm	CNG stickers purchased for City vehicles
4.	Federal Fuel	0.13910 /therm	City use is tax exempt
COA Overhead			
	Fuel Operations (.13 gallon)	0.09881 /therm	FY12 Budget
	Admin (.04 gallon)	0.03040 /therm	FY12 Budget
5.	COA Service Charge Schedule (O&M) Fee	0.46420 /therm	Pinnacle
	3rd Party Sales Fee (.05 per therm)	0.05000 /therm	Pinnacle
	Subtotal	1.46616 /therm	
	1.3156 Therms/GGE conversion	1.9289 GGE	
	Credit Card Transaction Fee @ 5% of sales	0.0964	Pinnacle
	Subtotal	2.02533 GGE	
	Share of Federal Tax Credit \$0.50/GGE	0.00 /GGE	Expired December 31, 2011
	Recommended Public Dispenser Price	2.025 /GGE	
	Recommended COA Dispenser Price	/GGE	

1. This represents the actual cost per therm for the natural gas commodity. Until such time that COA buys natural gas from a supplier other than Texas General Land Office, this rate shall be the "procurement" rate for Natural Gas, as established by the Interlocal cooperative Contract GLO Contract No. 08-5011 Exhibit A.
2. This represents the actual cost per therm for transporting natural gas. Until such time that COA arranges for gas transport from a pipeline supplier other than Texas Gas Services this rate shall be the "transmission rate for Natural Gas, as established by the Texas P.U.C. for the most recent month data is available.
3. Based on prior months actuals - cost / therms
4. Applicable state and federal taxes per therm (note that transit operators are exempt from some of these taxes) Price change Oct 1, 2006 \$0.183/GGE
5. Note: From this fee, COA pays Pinnacle the corresponding rate per therm for the amount of natural gas dispensed that month, consistent with Exhibit C of said agreement.

City of Austin
Mar 29 2012 (Revised 7/20/12)
Suggested Pump Prices

Full Tax Credit

Gas				
1.	East Texas Houston Ship Channel	*	0.35905 /therm	GLO
	Market Demand Factor	*	0.02693 /therm	GLO - 7.5% of East TX Houston Ship Channel
2.	Transmission Charge	*	0.07065 /therm	Texas Gas
	Contract Maintenance Fee	*	0.00300 /therm	GLO
3.	Electricity	*	0.11000 /therm	Based on billing
Tax				
4.	Texas Excise	*	0.11402 /therm	CNG stickers purchased for City vehicles
4.	Federal Fuel	*	0.13910 /therm	City use is tax exempt
COA Overhead				
	Fuel Operations (.13 gallon)	*	0.09881 /therm	FY12 Budget
	Admin (.04 gallon)	*	0.03040 /therm	FY12 Budget
5.	COA Service Charge Schedule (O&M) Fee	*	0.46420 /therm	Pinnacle
	3rd Party Sales Fee (.07 per therm)		0.05000 /therm	Pinnacle
	Subtotal		1.46616 /therm	
	1.3156 Therms/GGE conversion		1.9289 GGE	
	Credit Card Transaction Fee @ 5% of sales		0.0964	Pinnacle
	Subtotal		2.02533 GGE	
	Share of Federal Tax Credit \$0.50/GGE	*	0.00 /GGE	Expired December 31, 2011
	Recommended Public Dispenser Price		2.025 /GGE	
	Recommended COA Dispenser Price		/GGE	

1. This represents the actual cost per therm for the natural gas commodity. Until such time that COA buys natural gas from a supplier other than Texas General Land Office, this rate shall be the "procurement" rate for Natural Gas, as established by the Interlocal cooperative Contract GLO Contract No. 08-5011 Exhibit A.
 2. This represents the actual cost per therm for transporting natural gas. Until such time that COA arranges for gas transport from a pipeline supplier other than Texas Gas Services this rate shall be the "transmission rate for Natural Gas, as established by the Texas P.U.C. for the most recent month data is available.
 3. Based on prior months actuals - cost / therms
 4. Applicable state and federal taxes per therm (note that transit operators are exempt from some of these taxes) Price change Oct 1, 2006 \$0.183/GGE
 5. Note: From this fee, COA pays Pinnacle the corresponding rate per therm for the amount of natural gas dispensed that month, consistent with Exhibit C of said agreement.
- * Cost per therm subject to market price changes.

City of Austin
Filing Effective April 1st, 2012
Suggested Pump Prices

		Full Tax Credit		Actual	
	Gas	Forecast			
1.	East Texas Houston Ship Channel	0.21100 /therm	GLO	\$ 0.2268 /therm	
	Fuel Volume Charge		GLO	\$ 0.0042 1.825% of HSC Index	
2.	Transmission Charge	0.07065 /therm	Texas Gas	0.07065 /therm	
	Contract Maintenance Fee	0.00300 /therm	GLO	0.00300 /therm	
3.	Electricity	0.11000 /therm	Based on billing	0.11000 /therm	
	Tax				
4.	Texas Excise	0.11402 /therm	CNG stickers purchased for City vehicles	0.11402 /therm	
4.	Federal Fuel	0.13910 /therm	City use is tax exempt	0.13910 /therm	
	COA Overhead				
	Fuel Operations (.13 gallon)	0.09881 /therm	FY12 Budget	0.09881 /therm	
	Admin (.04 gallon)	0.03040 /therm	FY12 Budget	0.03040 /therm	
5.	COA Service Charge Schedule (O&M) Fee	0.46420 /therm	Pinnacle	0.46420 /therm	
	3rd Party Sales Fee (.05 per therm)	0.05000 /therm	Pinnacle	0.05000 /therm	
	Subtotal	1.29118 /therm		1.31121 /therm	
	1.3156 Therms/GGE conversion	1.6987 GGE		1.7250 GGE	
	Credit Card Transaction Fee @ 5% of sales	0.0849	Pinnacle	0.0863	
	Subtotal	1.78362 GGE		1.81128 GGE	
	Share of Federal Tax Credit \$0.50/GGE	0.00 /GGE	Expired December 31, 2011	/GGE	
	Recommended Public Dispenser Price	1.784 /GGE		1.811 /GGE	Difference \$ 0.0277
	Recommended COA Dispenser Price	/GGE		/GGE	

1. This represents the actual cost per therm for the natural gas commodity. Until such time that COA buys natural gas from a supplier other than Texas General Land Office, this
2. This represents the actual cost per therm for transporting natural gas. Until such time that COA arranges for gas transport from a pipeline supplier other than Texas Gas
3. Based on prior months actuals - cost / therms
4. Applicable state and federal taxes per therm (note that transit operators are exempt from some of these taxes) Price change Oct 1, 2006 \$0.183/GGE
5. Note: From this fee, COA pays Pinnacle the corresponding rate per therm for the amount of natural gas dispensed that month, consistent with Exhibit C of said agreement.

Just sending along for your use. If you don't need this information or if I don't remember to send just drop me a line.

Andy Hess



RECEI

Date: May 09, 2012
Attn: Tiffany Rendon
City of Austin-CNG
2400 Business Center Drive
Meter Station No. 1173674011
Austin, TX 78768-8768
Production Month: April 2012

2012 MAY 15 PM 1:5
FLEET ACCOUNT
CITY OF
4/1-4/30/12

Invoice #:
Due Date:
Contract #:
Customer:

Location	Description	Flow Date	Volume (MCF)	(3)
Tx Gas Service				
City of Austin CNG				
	DELIVERED VOLUMES		3,138.05	
	FUEL VOLUMES		58.86	
	GROSS VOLUMES		3,237.11	
	COMMODITY		3,237	
	CONTRACT MAINT.		3,237	
	Deal Total:		3,237	
	Total:		3,237	
	Invoice #3244 History			
	Invoice Sequence	Invoice Date	Invoice Due Date	Inv
Approved By: <u>5/9</u>	0	May 09, 2012	June 08, 2012	
			Invoice Total	

\$ 4,271.24
30181
0.14152082

**ANNEX I
EXHIBIT C**

Service Charge Schedule

Annual Fuel USE (GGE)	Monthly Fuel Use (GGE)	Monthly Fuel Use (Therms)	Monthly O&M Rate Per Therm	Year 1 Increase Monthly O&M Rate Per Therm	Year 2 Increase Monthly O&M Rate Per Therm	Year 3 Increase Monthly O&M Rate Per Therm	Year 4 Increase Monthly O&M Rate Per Therm
0 - 100,000	0 - 8,334	0 - 10,916	\$1.036	\$1.0384	\$1.0607	\$1.0831	\$1.1142
100,001 - 150,000	8,334 - 12,500	10,917 - 16,375	\$0.675	\$0.6766	\$0.6911	\$0.7057	\$0.7259
150,001 - 200,000	12,501 - 16,666	16,376 - 21,833	\$0.444	\$0.4450	\$0.4546	\$0.4642	\$0.4775
200,001 - 250,000	16,667 - 20,834	21,834 - 27,293	\$0.393	\$0.3939	\$0.4024	\$0.4109	\$0.4226
250,001 - 300,000	21,835 - 25,000	27,294 - 32,750	\$0.352	\$0.3528	\$0.3604	\$0.3680	\$0.3786
300,001 - 350,000	25,001 - 29,167	32,751 - 38,208	\$0.336	\$0.3368	\$0.3440	\$0.3513	\$0.3613
350,001 - 400,000	29,168 - 33,334	38,209 - 43,667	\$0.314	\$0.3147	\$0.3215	\$0.3283	\$0.3377
400,001 - 450,000	33,335 - 37,500	43,668 - 49,125	\$0.301	\$0.3017	\$0.3082	\$0.3147	\$0.3237
450,001 - 500,000	37,501 - 41,667	49,126 - 54,583	\$0.268	\$0.2686	\$0.2744	\$0.2802	\$0.2882
500,001 - 550,000	41,668 - 45,833	54,584 - 60,042	\$0.241	\$0.2416	\$0.2467	\$0.2519	\$0.2592
550,001 - 600,000	45,834 - 50,000	60,043 - 65,500	\$0.227	\$0.2275	\$0.2324	\$0.2373	\$0.2441
600,001 - 650,000	50,001 - 54,167	65,501 - 70,958	\$0.221	\$0.2215	\$0.2263	\$0.2310	\$0.2377
650,001 - 700,000	54,168 - 58,333	70,959 - 76,417	\$0.221	\$0.2215	\$0.2263	\$0.2310	\$0.2377

**ANNEX I - 2012
EXHIBIT C**

Service Charge Schedule

Annual Fuel USE (GGE)	Monthly Fuel Use (GGE)	Monthly Fuel Use (Therms)	Monthly O&M Rate Per Therm	Year 1 Increase Monthly O&M Rate Per Therm	Year 2 Increase Monthly O&M Rate Per Therm	Year 3 Increase Monthly O&M Rate Per Therm	Year 4 Increase Monthly O&M Rate Per Therm
0 - 100,000	0 - 8,334	0 - 10,916	\$1.036	\$1.0384	\$1.0607	\$1.0831	\$1.1142
100,001 - 150,000	8,334 - 12,500	10,917 - 16,375	\$0.675	\$0.6766	\$0.6911	\$0.7057	\$0.7259
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250,001 - 300,000	21,835 - 25,000	27,294 - 32,750	\$0.352	\$0.3528	\$0.3604	\$0.3680	\$0.3786
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550,001 - 600,000	45,834 - 50,000	60,043 - 65,500	\$0.227	\$0.2275	\$0.2324	\$0.2373	\$0.2441
600,001 - 650,000	50,001 - 54,167	65,501 - 70,958	\$0.221	\$0.2215	\$0.2263	\$0.2310	\$0.2377
650,001 - 700,000	54,168 - 58,333	70,959 - 76,417	\$0.221	\$0.2215	\$0.2263	\$0.2310	\$0.2377

PINNACLE CNG SYSTEMS, LLC

P. O. Box 2499
Midland, Texas 79702

(432) 686-7002 (Office)
(432) 686-6408 (Fax)

November 6, 2012

Via E-mail

Mr. David Kucko
City of Austin
Contract Administration
Attention: Matt Samaripa
124 W. 8th Street, Suite 310
Austin, Texas 78701

Re: Annex 1, 2012

Dear Mr. Kucko:

Please find the document Annex I, 2012 and amend the Second Amendment to Natural Gas Refueling Management and Maintenance Services Agreement dated August 23, 2012 as provided within the Agreement 11, 3.1.(d) and 14. The Annex I, 2012 reflects the contracted amount escalation for the year 2012 (Year 4) of the agreement

Very truly yours,

Drew Diggins
President
Pinnacle CNG Company

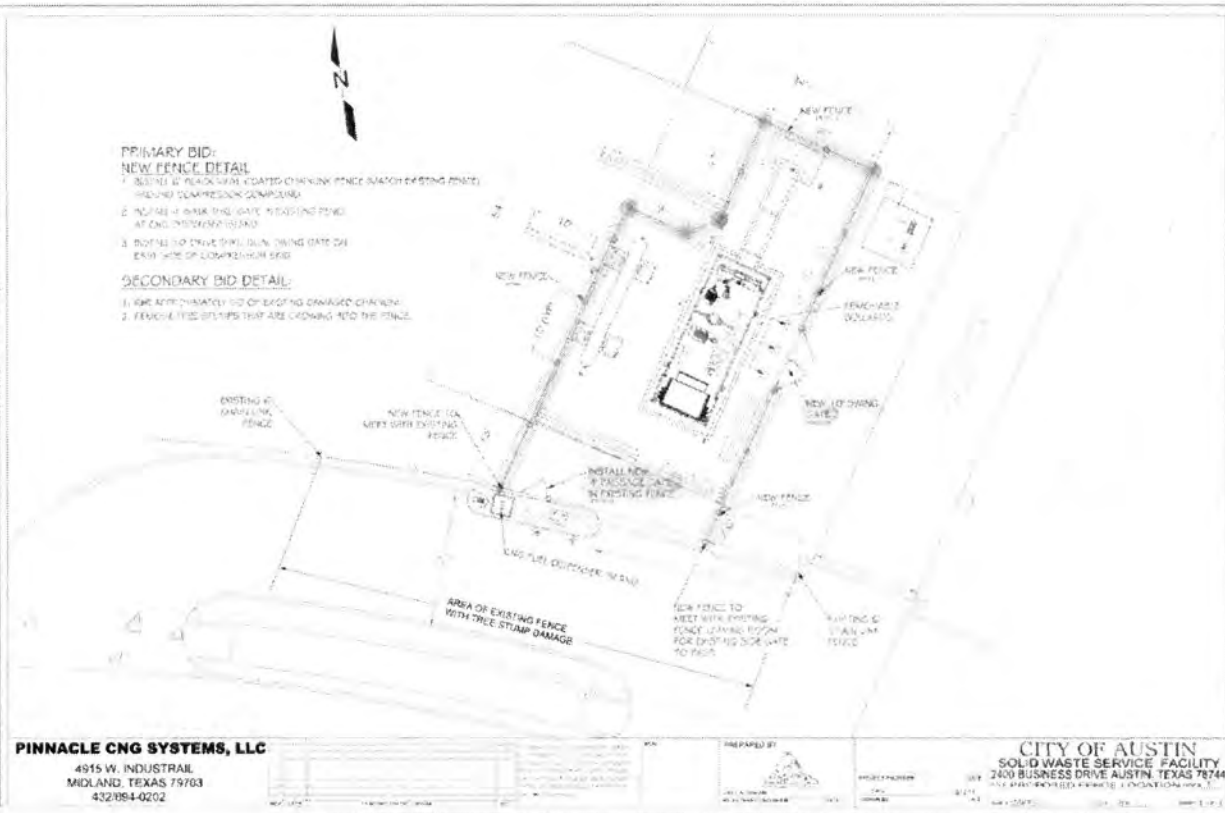
cc: William Krueger

PRIMARY BID:
NEW FENCE DETAIL

1. BUILT IN BLACK VINYL COATED CHAIN LINK FENCE (MATCH EXISTING FENCE)
2. INCLUDE COMPRESSOR COMPANION
3. INCLUDE 4" BULK HEAD GATE (MATCH EXISTING FENCE) AT END OF PROPERTY
4. BUILT IN TO DRIVE THRU BULK HEAD GATE ON EACH SIDE OF COMPRESSION ROAD

SECONDARY BID DETAIL:

1. FOR APPROXIMATELY 100' OF EXISTING DAMAGED CHAIN LINK
2. REMOVE TREE STUMPS THAT ARE CROWDING INTO THE FENCE



PINNACLE CNG SYSTEMS, LLC

4915 W. INDUSTRIAL
MIDLAND, TEXAS 79703
432/084-0202

PREPARED BY



PROJECT NUMBER

DATE

BY

FOR

CITY OF AUSTIN
SOLID WASTE SERVICE FACILITY
2400 BUSINESS DRIVE AUSTIN, TEXAS 78744

ALL DIMENSIONS ARE IN FEET AND INCHES

SCALE: 1" = 40'

DATE: 11/11/11

BY: [Signature]

FOR: [Signature]



Amendment No. 2
of
Contract No. NA070000059
for

Design, Construction, Installation and Sale of a Compressed Natural Gas Fueling Facility
between
Pinnacle CNG Company
and the
City of Austin

- 1.0 The total contract amount is increased by \$97,414.32 for the initial contract term by a reduction in the maintenance contract, NA070000060. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 10/13/06 – 10/12/07	\$1,164,621.00	\$1,164,621.00
Amendment No. 1: Extension of time for completion of facility	\$0	\$1,164,621.00
Amendment No. 2: Additional money added from contract NA070000060 10/13/06 – 10/12/07	\$97,414.32	\$1,262,035.32

- 2.0 MBE/WBE goals were not established for this contract.
- 3.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: N/A

Printed Name: _____

Authorized Representative

Signature & Date: _____

Sydney Ceder, Senior Buyer
City of Austin
Purchasing Office

Pinnacle CNG Company
300 N. Marienfeld, Ste. 1100
Midland, TX 79701

Reviewed and Approved
n/a

Urcha Dunbar-Crespo

Date



**Amendment No. 1
to
Contract No. NA070000059
for
Design, Construction, Installation, and Sale of a Compressed Natural Gas Fueling Facility
between
Pinnacle CNG Systems, LLC
And
City of Austin, Texas**

- 1.0 In accordance with **Section 7, Miscellaneous, Paragraph 7.23, Modifications**, this Contract is hereby amended as follows:

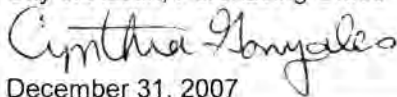
Section 7; Miscellaneous, Paragraph 7.7 Liquidated Damages, "The project is to be completed prior to October 1, 2007" is changed to read: "The project is to be completed on or before January 31, 2008".

- 2.0 This Amendment is issued as a zero cost time extension allowing for unforeseen delays in permitting the project.
- 3.0 All other terms and conditions of this contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, Amendment No. 1 is hereby incorporated into and made a part of the above-referenced contract.

CITY OF AUSTIN

Cynthia Gonzales, Contract Compliance Manager Corporate
City of Austin, Purchasing Office



December 31, 2007

Date



To: Mayor and Council Members
Marc Ott, City Manager

From: Jennifer Walls, Acting Fleet Officer

Subject: Ratification of contract No. SC06300022 Compressed Natural Gas Fueling Facility Installation

In August 2006, City Council approved a contract for the installation of a Compressed Natural Gas Fueling Facility for COA and public use. Pinnacle CNG systems original contracted services design provided for the CNG compressor compound to be located on the City of Austin's Water Departments Parking lot adjacent to the west of the Solid Waste Service center located at 4108 Todd Lane. During the building permitting process it was determined that the proposed Water District lot was at 85% impervious cover (pavement) and had already received one exception to exceed the 80% original zoned impervious cover and for this reason the CNG station could not be permitted at this location. The need to relocate to BCD) Business Center Drive (approximately 100 yards away) resulted in the following additional expenditures:

Change Order 1

Boring under BCD to relocate the CNG compressor facility from 4108 Todd Lane. The largely undeveloped site required additional feet of high pressure tubing and conduit to deliver the CNG as well as boring under Business Center Drive to reach the refuse truck slow fill dispensers. The boring allowed for the piped gas from Texas Gas to be compressed and then pumped under pressure to the slow fill lines located in the SWS yard. Expenditure \$25,426.57 (October 31st 2007)

Change Order 2

The new site required the addition of the publicly accessible Fast Fill dispenser fueling lane. This fueling lane is required to provide fast fill fueling operations to the City vehicles as well as public access. Expenditure \$64,592.31 (October 31st 2007)

Change Order 3

The gas pressure flowing into the compressor station was at 55psi instead of the pre-bid design of 25psi. The originally specified fill fittings and valve spacers were not adequate to compensate for the available fill speeds and needed modification so that smaller passenger vehicles could safely access and re-fill at the public site. Expenditure \$2,395.44 (January 28th, 2008)

Change Order 4

There was no existing landscaping on what was essentially a vacant lot. The landscaping that was installed matched the City facilities nearby and is drought tolerant and included only native plants recommended by the Lady Bird Johnson Wildflower Center and vended by a local company. Expenditure \$5,000 (January 24th, 2008)

Fleet will adapt measures immediately to require that a checklist accompany any change order request made on a contract. This check list will identify remaining funds, as well as any council

amendments to the contract that have taken place. This document must be signed by the requestor, financial manager and the director or designee.

Please let me know if you have any questions. I am available at 974-1795

Jennifer Walls
Acting Fleet Officer

PINNACLE CNG SYSTEMS, LLC

Suite 360, The Summit
300 N. Marientfeld
P. O. Box 2499
Midland, TX 79702-2499
(432) 686-5955

TO:

4167

City of Austin
Fleet Services, Attn: Michael Hendon
1190 Hargrave Street
Austin, Texas 78702

INVOICE NO:

0801-002

DATE:

February 5, 2008

TERMS:

30 days

Amount

To Invoice your for:

Change Order #1 approved October 29, 2007 by Fleet Manager, Tom Wieczorek.

Amount Due per attached:

\$ 25,426.57

PLEASE REMIT TO:

PINNACLE CNG SYSTEMS

P. O. Box 2499

Midland, TX 79702-2499

Thank You

Total Due:

\$ 25,426.57

Original Invoice

CHANGE ORDER # 1

B & L Construction Company	Total Bid	\$ 24,000.00
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Proportion Submitted for Change Order

Mobilization	\$ 2,000.00
Demobilization	\$ 2,000.00
Prorated 164' Bore of 400' @ \$50/ft	\$ 8,200.00

B&L Sub total \$ 12,200.00

Co Ex Poly Pipe	Total Bid	\$ 2,184.00
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Proportion Submitted for Change Order

Prorated 167' 6" Dr17 of 400' @ \$5.46	\$ 911.82
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Co Ex Pipe Sub Total \$ 911.82

Increase in required Stainless Steel footage

Prorated (2) 167' SS 1/2" .065"Wall @\$3.00/Ft	\$ 334.00
Additional 400' to deliver required flow	\$ 1,200.00

Sub Total \$ 1,534.00

Pinnacle Field supervisor

Out of town expenses	\$ 480.00
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Bond Insurance	\$ 1,343.00
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Pinnacle Sub Total \$ 1,823.00

Pinnacle Overhead and Management Fees	\$ 8,957.75
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Total this Change Order \$ 25,426.57

PINNACLE CNG SYSTEMS, LLC

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TO:

4167

City of Austin
Fleet Services, Attn: Michael Hendon
1190 Hargrave Street
Austin, Texas 78702

INVOICE NO:

0801-003

DATE:

February 5, 2008

TERMS:

30 days

Amount

To Invoice your for:

Change Order #2 approved October 29, 2007 by Fleet Manager, Tom Wieczorek.

Amount Due per attached:

\$ 64,592.31

PLEASE REMIT TO:

PINNACLE CNG SYSTEMS

P. O. Box 2499

Midland, TX 79702-2499

Thank You

Total Due:

\$ 64,592.31

Original Invoice

City of Austin Solid Waste site Todd Lane & Business Center Dr

KNCS Services LLC

COA-02 Fuel Island Access Drive

Mobilization Demob	\$ 500.00
Install 8" access driveway with 3000 PSI PC w#4 bar	\$ 31,875.00
General Conditions	\$ 3,000.00
Fuel Island & Light pole	<u>\$ 2,500.00</u>
	\$ 37,875.00

Pinnacle Field supervisor	\$ 2,400.00
Out of town expenses	\$ 1,200.00
Bond Insurance	<u>\$ 510.00</u>
	\$ 4,110.00

Sub Total	\$ 41,985.00
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Pinnacle Overhead and Management Fees	<u>\$ 22,607.31</u>
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Sub -total	\$ 64,592.31
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Total this Change Order	<u>\$ 64,592.31</u>
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PINNACLE CNG SYSTEMS, LLC

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(432) 686-5955

TO:

4167

City of Austin
Fleet Services, Attn: Michael Hendon
1190 Hargrave Street
Austin, Texas 78702

INVOICE NO:

0801-004

DATE:

February 5, 2008

TERMS:

30 days

Amount

To Invoice you for:

Change Order #3 approved October 29, 2007 by Fleet Manager, Michael Hendon.

Amount Due per attached:

\$ 2,395.44

PLEASE REMIT TO:

PINNACLE CNG SYSTEMS

P. O. Box 2499

Midland, TX 79702-2499

Thank You

Total Due:

\$ 2,395.44

Original Invoice

Ariel Redesign for 55 PSI from Bid Spec 25 PSI

Computer modeling Ariel JGJ/2 @ 55 PSI

9-3/4" RJ; 7-3/8" RJ-CE; 3-7/8 RJ-HE

2hrs @ \$75/Hr

\$ 150.00

Engineering Review

Options for Ariel and Hydraulic intensifier

2Hrs @ \$125/Hr

\$ 250.00

Ariel Valve Spacers

High Clearance Valve Assy 9.7 HERJ:R:ET @ list price

\$ 1,242.03

Over-Night Freight

\$ 93.41

Labor to install and test 2Hrs @ \$75.00/Hr

\$ 150.00

Hydraulic Intensifier HP Feed throttle

Materials

1/4" 5200 PSI SS Tubing 20' @ \$3.25/Ft

\$ 65.00

1/4" Needle Valve throttle and SS fittings.

\$ 145.00

Labor to Install and test 4Hrs @\$75.00/Hr

\$ 300.00

\$ 2,395.44

PINNACLE CNG SYSTEMS, LLC

Suite 360, The Summit
300 N. Marnefeld
P. O. Box 2499
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(432) 686-5955

TO:

4167

City of Austin
Fleet Services, Attn: Michael Hendon
1190 Hargrave Street
Austin, Texas 78702

INVOICE NO:

0801-005

DATE:

February 6, 2008

TERMS:

30 days

Amount

To Invoice your for Change Order #4 Site Landscaping.

Total Amount Due:

\$ 5,000.00

PLEASE REMIT TO:

PINNACLE CNG SYSTEMS
P. O. Box 2499
Midland, TX 79702-2499

Thank You

Total Due:

\$ 5,000.00

Original Invoice

Landscape Of 2400 Buisness Center Drive CNG fueling area.

Sans Souci Gardens

6311 Maury Hollow
Austin, TX 78750

Invoice

Date	Invoice #
2/5/2008	127

Bill To
Pinnacle CNG Drew Diggins 300 North Marienfeld P.O. Box 2499 Midland TX 79702

P.O. No.	Terms	Project
	Due on receipt	

Item	Quantity	Description	Rate	Amount				
		PROJECT DESCRIPTION: dig debris at surface along 3' wide strip, dig 14 5-gallon holes and set plants (in their pots) in the holes for the grand opening after which the plants will be removed and add native hardwood mulch topdress (in spring begin monitoring for Bermudagrass and eliminate before installing plants); dig debris in narrow hell-strip at street curb to 8", add roadbase and tarp down, add Colorado River Rock to grade; create raised berm at both ends of driveway and install boulders, native grasses and plants that can survive with only occasional watering in the summer (once established); work will be completed in time for opening on Feb. 11 2008. Labor provided by PSP Landscape and Out on a Limb Tree Service who will bill separately for their services.						
Design Ti...	10	Design/on-site time	60.00	600.00	10	\$	60.00	\$ 600.00
Administ...	4	Administrative Time: Coordination, travel	40.00	160.00	4	\$	40.00	\$ 160.00
		Subtotal designer		760.00				
		MATERIALS						
Soil amen...	4	Soil amendment, per cubic yard	52.50	210.00				\$ -
Stone Mix	0.6	Stone Mix, Rainbow, per ton	135.00	81.00	4	\$	52.50	\$ 210.00
Boulders	0.32	Colorado River Rock, large, per ton	225.00	72.00	0.6	\$	135.00	\$ 81.00
Roadbase	4	Roadbase, per cubic yard	30.00	120.00	0.32	\$	225.00	\$ 72.00
Vendor d...	2	Vendor deliveries	52.50	105.00	4	\$	30.00	\$ 120.00
		Subtotal materials		588.00	2	\$	52.50	\$ 105.00
		PLANTS			2	\$	55.00	\$ 110.00
7 gal	2	7 gal plant	55.00	110.00	14	\$	30.00	\$ 420.00
5 gal	14	5 gal plant	30.00	420.00	4	\$	7.50	\$ 30.00
1 gal	4	1 gal plant	7.50	30.00				
		Subtotal plants		560.00				
		Plants "on loan" for the opening will be picked up by PSP Landscape, and the area will remain neatly mulched.						
		The area adjacent to the new sidewalk will be cleaned. Plants will be watered until the opening ceremony on 11 February.						
Work completed 2 February 2008.			Total	\$1,908.00	Sub Total \$ 1,908.00			

PSP LANDSCAPE

Pedro Sanchez Pina
412 E. William Cannon Apt. 1601
Austin, TX 78745

Invoice

Date	Invoice #
2/2/2008	84

Bill To
Pinnacle CNG Drew Diggins 300 North Marientfeld P.O.Box 2499 Midland Texas 79702

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	Landscape City of Austin Site per Sans Souci Gardens.		
25	General Labor, per hour	25.00	625.00
0.2	Boulders - Colorado RR large, per ton	225.00	45.00
0.8	Rock Mix - Rainbow, per ton	135.00	108.00
4	Hardwood mulch, per cubic yard	34.00	136.00
3	Sub contractor delivery (plants, rock mix, boulders, hardwood mulch)	50.00	150.00
	Sub Contractor Overhead/Travel	50.00	50.00
	Subtotal		1,114.00
Work completed 2 February 2008.		Total	\$1,114.00

25.00	\$	25.00	\$	625.00
0.20	\$	225.00	\$	45.00
0.80	\$	135.00	\$	108.00
4.00	\$	34.00	\$	136.00
3.00	\$	50.00	\$	150.00
			\$	50.00

Sub Total \$ 1,114.00

Chris Jordan, owner of Out on a Limb Tree Service, offers to do this work for \$800.

Sub Total \$ 800.00

Pinnacle Overhead Charges \$ 674.47
Pinnacle Direct Labor 16 Hrs at \$ 47.38/Hr \$ 758.15
Sub Total \$ 1,432.62

Total Landscaping fees \$ 5,254.62

Deduct for budget overrun \$ (254.62)

Total Due Pinnacle \$ 5,000.00