

LARAMIE COUNTY CLERK
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM PROCESSING FORM

1. DATE OF PROPOSED ACTION: July 19, 2016

2. AGENDA ITEM: ☐ Appointments ☐ Bids/Purchases ☐ Claims
☒ Contracts/agreements/leases ☐ Grants ☐ Land Use: Variances/Board App/Plats
☐ Proclamations ☐ Public Hearings/Rules & Reg's ☐ Reports & Public Petitions
☐ Resolutions ☐ Other

3. DEPARTMENT: Public Works

APPLICANT: Laramie County Public Works AGENT: Rob Geringer

4. DESCRIPTION: Operation and maintenance agreement for the CNG station between CGRS and Laramie County.

Amount \$ 1800.00/month total _____ from _____ to _____

5. DOCUMENTATION: 2 Original

<u>Clerks Use Only:</u>	
<u>Commissioners</u>	<u>Signatures</u>
Ash _____	Co Attny _____
Heath _____	Assist Co Attny _____
Holmes _____	Grants Manager _____
Kailey _____	Outside Agency _____
Thompson _____	
Action _____	
Postponed/Tabled _____	



OPERATION AND MAINTENANCE AGREEMENT

This agreement (hereinafter referred to as "Agreement") is entered into, dated and effective on July 1, 2016, by and between CGRS, Inc. (hereinafter referred to as "CGRS"), 1301 Academy Court, Fort Collins, CO 80524 and Laramie County Public Works (hereinafter referred to as "Laramie County"), 13797 Prairie Center Circle, Cheyenne, WY 82009, in consideration to the mutual promises contained herein, agree to the following:

1. Term. This Agreement will be on a Month-to-Month basis, automatically renewing for each month unless either party provides the other party with ten (10) days written notice prior to the end of the then current term. The parties hereto may agree to extend this Agreement to a period beyond these terms by mutual consent.

Upon the occurrence of any Event of Default hereunder, the party not in default shall have the right to terminate this Agreement by providing at least ten (10) days written notice to the other party and may pursue any other remedies provided under this Agreement or available at law or in equity. An event of default under this Agreement shall be deemed to exist upon the occurrence of any one or more of the following events (the "Event(s) of Default"):

(a) the material breach or inaccuracy of any of the representations, warranties or covenants of the other party set forth in this Agreement, provided that such breach or inaccuracy is not cured within thirty (30) calendar days following the defaulting party's receipt of written notice of such breach or inaccuracy;

(b) failure of a party to pay any undisputed amount due to the other party under this Agreement, which failure continues for a period of forty-five (45) calendar days after such party's receipt of written notice of such non-payment; or

(c) failure of a party to perform or comply with any other material obligation under this Agreement not provided for in subsections (a) or (b) above, provided that such failure is not cured within thirty (30) calendar days following the defaulting party's receipt of written notice of such failure.

In addition to the foregoing, either party may terminate this Agreement by written notice to the other party upon occurrence of any of the following events: (i) a voluntary petition of bankruptcy is filed by the other party in any court of competent jurisdiction; (ii) an involuntary petition for bankruptcy of the other party is filed by such party's creditors in any court of competent jurisdiction and is not vacated within sixty (60) days after filing; (iii) a receiver is appointed or applied for to manage any part of a party's assets related to this Agreement; or (iv) this Agreement is assigned by the other party for the benefit of its creditors; or as otherwise provided herein or by law

2. Compensation.

(a) CGRS will invoice *Laramie County* \$1,800.00/month to provide weekly Routine Maintenance. Scheduled Maintenance, Repair Services, and for Other Work will also be invoiced on a monthly basis using the rates outlined below in section 9. *Laramie County* will remit payment to CGRS by cash, check or wire transfer within 45 days of the date of each invoice for the term of this Agreement. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. ' 16-6-602 (as amended).

(b) If *Laramie County* disputes the accuracy or applicability of a charge or credit, *Laramie County* shall notify CGRS of such dispute as soon as practicable after such discrepancy has been discovered. *Laramie County* will not be in breach under this Agreement due to its failure to pay disputed amounts pending resolution of the dispute for which both parties shall use their best efforts to resolve on a timely basis.



3. Background. CGRS is engaged in the business designing, constructing, operating and maintaining compressed natural gas vehicle fueling facilities for the use of natural gas as a vehicle transportation fuel. In order to provide support services to the *Laramie County* CNG fueling station in Laramie County, Wyoming, CGRS will provide CNG fueling facility maintenance and repair services (the "Services").
4. CNG Facilities. Under this Agreement, CGRS will maintain certain equipment, owned by *Laramie County*, for the compression and storage of natural gas as CNG and the fueling of NGV's with CNG. The Fueling Facility to be operated at the Location will consist of all or part of such equipment and may include: one or more compressors, CNG storage vessels, fuel lines, piping, connections, outer shell, blow down tank(s), sequential panel(s), priority panel(s), electrical panel, filtration system, dryer, call-out system, emergency shut down control, Commercial Fueling Dispenser, and related equipment. Exhibit C contains the full description and ownership of the primary equipment that will comprise the Fueling Facility and be operated at the Location.
5. Location(s) and Access.
 - (a) *Laramie County* owns or leases the Fueling Facility Location, as listed on Exhibit A. The Location shall be comprised of land and site improvements sufficient to allow CGRS to provide services to the Fueling Facility in accordance with the applicable federal, state and local laws, codes and standards.
 - (b) *Laramie County* grants to CGRS the right to access the part of the Location where the Fueling Facility is installed for all purposes required or permitted under this Agreement for a period of time coextensive with the term of this Agreement. *Laramie County* also assigns, grants and conveys to CGRS non-exclusive easements over, under and across the other property at the Location for the following purposes: (i) maintenance, repair, replacement, removal and operation of the Fueling Facility, (ii) vehicular and pedestrian access to and from the Fueling Facility, and (iii) any other purpose reasonably related to the exercise of CGRS' rights or the performance of its obligations under this Agreement. The easements granted under this Section shall terminate following the expiration or earlier termination of this Agreement.
7. *Laramie County's* Obligations.
 - (a) *Laramie County* will remove debris from the Location to keep it in a clean and safe condition. *Laramie County* and *Laramie County* employees will not disassemble or tamper with the Fueling Facility.
 - (b) *Laramie County* will give CGRS reasonable notice of any and all known safety-related problems or maintenance problems associated with the operation of the Fueling Facility as observed by *Laramie County* in its day-to-day use of the Fueling Facility. *Laramie County* will take reasonable steps to notify CGRS of any emergency situations known to *Laramie County*. Nothing in this Agreement will be construed to limit the ability of *Laramie County* in an emergency to take action necessary for the safety of *Laramie County* Public Works' employees and the general public.
 - (c) *Laramie County* will provide commercially reasonable assistance to CGRS for its obligation to secure all necessary governmental permits, licenses, authorizations and the like.
8. CGRS' Obligations.
 - (a) CGRS will use its commercially reasonable efforts to directly, and/or through its affiliates or agents, provide routine and scheduled maintenance and repair services for the Fueling Facility on the Location in accordance with applicable local, state and federal laws, regulations, codes and standards. CGRS will use its commercially reasonable efforts to secure all necessary governmental permits, licenses, authorizations and the like to fulfill its obligations. Such maintenance and repairs services will include the following:



- (i) Routine Maintenance in accordance with Exhibit B during Normal Business Hours. Pricing will be in accordance with Paragraph 9(a) and no separate trip charges will be applied.
 - (ii) Scheduled Maintenance in accordance with the recommended service intervals published by manufacturers of the equipment of the Fueling Facility during Normal Business Hours. Pricing will be in accordance with Paragraph 9(b) and CGRS will coordinate Scheduled Maintenance with Routine Maintenance to avoid trip charges when reasonably possible.
 - (iii) Repair Services as identified by a call-out system at the Fueling Facility, Card Reader Systems, CGRS' personnel, or by a call from *Laramie County* to CGRS. The Station Operation Coordinator (the designated *Laramie County* employee in charge of communications with CGRS) must approve any repairs made to the Fueling Facility by CGRS in advance. Pricing will be in accordance with Paragraph 9(c) and CGRS will coordinate Repair Services with Routine Maintenance and Scheduled Maintenance to avoid trip charges when reasonably possible.
- (b) CGRS will record Routine Maintenance, Scheduled Maintenance and Repair Services on the service log shown in Exhibit B and place one copy of the log in a weatherproof container at the Fueling Facility, or provide access to each copy to *Laramie County* via the internet, and keep a second copy for CGRS's files. Further, CGRS will input relevant data and information from each service log into an electronic spreadsheet or database in order to track operating trends for the Fueling Facility and make available an electronic copy of such spreadsheet or database to *Laramie County* on a monthly basis.
- (c) CGRS will perform the Routine Maintenance, Scheduled Maintenance and Repair Services responsibilities required under this Agreement on a timely basis and consistent with industry practice, in a manner no less diligent than that in which it performs such activities with respect to other similar facilities for which it provides such work.
- (d) CGRS will provide a recommended list of parts to be owned by *Laramie County* and held in inventory at *Laramie County* and/or CGRS for use by CGRS in performance of CGRS' Scheduled Maintenance and Repair Services obligations for the Fueling Facility. In the event that *Laramie County* does not make such parts available to CGRS on a timely basis sufficient for CGRS to fulfill its Scheduled Maintenance and Repair Services obligations for the Fueling Facility under this Agreement, CGRS will source such parts and charge *Laramie County* for them in accordance with this Agreement.
- (e) CGRS will use commercially reasonable efforts to provide 24-hour emergency response for emergencies reported to (720) 537-9387 (or such other number as may be provided by CGRS). Upon receipt of notice, CGRS will respond to *Laramie County* Public Works' approvals for repairs to the CNG. CGRS will also be available on a 24-hour emergency response basis for trouble calls from *Laramie County* and will respond within 45 minutes of such call by placing a return call to *Laramie County*. For non-emergency unscheduled maintenance or repairs CGRS will be on site within two business days. CGRS will respond and be on site in connection with emergency conditions within three hours after request by dispatching an employee with appropriate tools.
- (f) CGRS will offer training to *Laramie County's* employees in order to familiarize them with safety and NGV fueling at the Fueling Facility. Such training will be on an as-needed basis as agreed to by the parties and at the expense of CGRS.
- (g) CGRS will use commercially reasonable efforts to provide uninterrupted operation of the Fueling Facility, but will have no liability to *Laramie County* or any third-party arising out of the curtailment or interruption of natural gas or electric services to the Fueling Facility or other forcemajeure events.



(h) CGRS will directly, and/or through its affiliates or agents, use its commercially reasonable efforts to accomplish Other Work, in addition to its obligations described above, as defined as follows:

- (i) Equipment upgrade, refurbishment, or rebuild work to the Fueling Facility as directed by *Laramie County*, and,
- (ii) Provide such Other Work in accordance with applicable industry and governmental agencies codes and standards.

9. Pricing. CGRS shall price the Routine Maintenance, Scheduled Maintenance, Repair Services, and Other Work as follows:

(a) Routine Maintenance for the Fueling Facility: \$1,800.00 each month.

(b) Scheduled Maintenance for the Fueling Facility (covers labor & consumables):

(i) Labor Rates: \$95.00 per hour for work performed during Normal Business Hours, \$142.50 per hour for work performed after hours, and \$180.00 per hour for work performed on Holidays (as defined in Exhibit D).

(ii) Trip Charge: A round-trip charge per day of up to \$150.00 may be charged by CGRS in addition to time spent on the Location, although every effort will be made to absorb this cost into the weekly site visit.

(iii) Parts: Any parts provided by *Laramie County* will be installed by CGRS at the labor rates identified above. Parts provided by CGRS will be marked up by 25% above CGRS's cost.

(c) Repairs; Labor and Parts Rates for the Fueling Facility:

(i) Labor Rates: \$95.00 per hour for work performed during Normal Business Hours, \$142.50 per hour for work performed after hours, and \$180.00 per hour for work performed on Holidays (as defined in Exhibit D).

(ii) Trip Charge: A round-trip charge per day of up to \$150.00 may be charged by CGRS in addition to time spent on the Location.

(iii) Parts: Any parts provided by *Laramie County* will be installed by CGRS at the labor rates identified above. Parts provided by CGRS will be marked up by 25% above CGRS's cost.

(d) Other Work: This will be priced in accordance with price quotes issued by CGRS and accepted by *Laramie County*. Acceptance by *Laramie County* of a price quote will be evidenced by the issuance of a *Laramie County* purchase order to CGRS referencing the price quote.

(e) CGRS shall maintain accurate and detailed records of all expenditures and costs relating to any work or performance under this Agreement. *Laramie County* shall have audit rights in accordance with Section 14 hereof.

10. Late Payments. In the event *Laramie County* fails to pay undisputed amounts when due as specified in Section 9.a. and such failure to pay undisputed amounts continues for 30 days after written notice of such failure to pay, CGRS may, in addition to all other available remedies, suspend work on the Fueling Facility or terminate this Agreement.



11. Indemnity. CGRS agrees to indemnify, defend and hold harmless *Laramie County*, and *Laramie County's* contractors and subcontractors and its and their respective directors, officers, agents and employees (collectively, the "*Laramie County Group*"), from and against all expenses (including without limitation, reasonable attorney's fees), liabilities, damages, losses and claims of any kind and nature, including without limitation those for damages to property or injury to or death of persons, directly or indirectly resulting from the negligence or willful misconduct of CGRS or its agents or employees in the performance of the Services, except to the extent that any such damages result from the negligence of the *Laramie County Group*. CGRS shall carry insurance sufficient to cover its obligations under this provision in accord with *Laramie County's* insurance requirements and provide *Laramie County* with proof of such insurance.

12. Lien Releases. CGRS shall make timely payment to all workmen, materialmen, and subcontractors and take all other action necessary to keep the Location free of third party liens. *Laramie County* may withhold payment of amounts due to CGRS until it has been furnished with proof satisfactory to it that either all amounts have been paid or CGRS has provided for satisfactory payment. If a third party lien attaches to the Location, *Laramie County* may make any payment necessary to discharge the lien, and it may offset the amount of the lien together with damages, court costs and reasonable attorneys' fees that it incurs because of the lien or its discharge, against any payment owing or to be owed to CGRS. Notwithstanding the foregoing, *Laramie County* agrees that it will not pay any such claim or indebtedness as long as same is being actively contested by CGRS and CGRS has taken all actions necessary (including the posting of a bond when appropriate) to protect the property interests of *Laramie County* and any other party affected by such claim or indebtedness.

13. Equal Employment Opportunity Compliance. Each party agrees to abide by the requirements imposed by Executive Order No. 11246, as amended, and Rules and Regulations of the Secretary of Labor as set forth in 41 C.F.R. 60.

Records Audit. CGRS shall maintain for not less than three (3) years after the Services are completed, complete accurate records as required by law (including invoices, payroll sheets and supporting documentation), including but not limited to, all costs which have been charged or are chargeable to *Laramie County*. *Laramie County* shall have the right at any reasonable time during business hours to inspect and audit Contractor's records related to the Work. *Laramie County* shall give CGRS at least ten (10 business days' notice of any audit and shall not exercise its rights hereunder more than two (2) times in any calendar year. If errors are found in billings or payments, the parties shall promptly adjust and correct the errors. It is agreed that finished or unfinished documents, data or reports, prepared by CGRS pursuant to its activities under this contract shall be considered the property of the *Laramie County* and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of *Laramie County*, will be turned over to the *Laramie County* upon its request.

14.

15. Independent Contractor. In performance of this Agreement, each party is an independent contractor and nothing contained in this Agreement shall be construed to (i) give either party the power to direct or control the day-to-day activities of the other, (ii) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow either party to create or assume any obligation on behalf of the other party or otherwise bind the other party for any purpose whatsoever.

16. Compliance with *Laramie County* Rules, Practices and Policies; Applicable Laws. CGRS shall be familiar with and comply with and shall cause its subcontractors and their respective employees to be familiar with and comply with all *Laramie County* Public Works' rules, practices and policies (collectively referred to herein as "*Laramie County Policies*") as are provided to CGRS from time to time and any amendments to such *Laramie County Policies* upon notice of the applicable amendments to CGRS, and the applicable rules, practices, and policies of the owner of the site on which the Facility is located. *Laramie County Policies* relating to the safety and security of persons and property, or protection of the environment, are also set forth in the Contractor Expectations document provided to CGRS along with this Agreement, and in the documentation provided to CGRS on the terms and conditions of CGRS's Substance Abuse program as modified by



Laramie County requirements. CGRS shall comply with, and shall cause its subcontractors and their respective employees to comply with, all Federal, State and local laws, applicable to the Work, including, but not limited to, the Fair Labor Standards Act, OSHA, and all laws relating to disclosure and transportation of hazardous and toxic substances.

Notices. All notices, demands or designations that may be or are required to be given by either party to the other under this Agreement will be in writing and will be deemed sufficiently given, made or delivered if by personal service, by fax or if sent by United States certified or registered mail, postage prepaid, addressed to such party at the applicable address or fax number indicated in the introductory paragraph of this Agreement. Each notice, demand or designation referred to in this Paragraph will be deemed received on the date the personal service or fax is received or three days after being mailed in the manner provided above, as the case may be. It will be the responsibility of the party desiring to change its address or fax number for notice purposes to notify the other party in writing of such change, and any such change will be effective upon the receiving party's receipt of such notice.

17. Entire Agreement. This Agreement, together with Appendix A, which contains various provisions that are incorporated into and made a part of this Agreement, and Exhibits A, B, C and D which by this reference are incorporated into and made a part of this Agreement, set forth the entire agreement and understanding of the parties in respect of the transactions contemplated by it. The parties acknowledge that this Agreement supersedes all written and oral agreements, if any, between parties, and that this Agreement constitutes the entire and only agreement pertaining to the Work to be performed hereunder. Any provision or part of this Agreement adjudicated to be void or unenforceable under any law, will be deemed deleted, such deletion to apply only with respect to the jurisdiction in which such adjudication is made, and all remaining provisions will continue to be valid and binding upon the parties. However, the parties agree that they will, in good faith, attempt to replace the deleted provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intent of the deleted provision.

This Agreement will be binding upon and will insure to the benefit of the successors and assigns of the respective parties hereto. This Agreement will be construed, the rights and obligations created hereby will be governed, and the remedies available will be provided in accordance with the laws of the State of Wyoming regardless of the conflict of law principles applied by any other jurisdiction. The parties hereby expressly agree that venue and adjudication will be in Laramie County, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CGRS and to Laramie County in executing this Agreement. This provision is not intended nor shall it be construed to waive Laramie County's governmental immunity as provided in this Agreement.

Any of the terms or conditions of this Agreement may be waived at any time by the party who is entitled to benefit therefrom, but no waiver will affect or impair that right of the waiving party to require observance, performance, or satisfaction of any other term or condition hereof. Any of the terms or provision of this Agreement may be amended or modified at any time by agreement in writing executed by each party hereto. All provisions of this Agreement allocating responsibility between CGRS and Subcontractor will survive the completion of the Work or termination of this Agreement.

18. Expenses. Each party shall be solely responsible for and shall bear all of its own respective expenses, including, without limitation, expenses of legal counsel and consultants, incurred in connection with the preparation of this Agreement or any other expenses relating to their respective obligations under this Agreement, except as otherwise specifically provided herein.

19. Disclaimer of Warranty. Except as expressly provided in this Agreement, neither party makes any representation or warranty, express or implied, either in fact or by operation of law, by statute or otherwise without limiting the foregoing, both parties expressly disclaim any and all implied or statutory warranties, including any warranty of merchantability, warranty of fitness for a particular purpose or warranty of non-infringement.

20. No Indirect Damages. Neither party to this Agreement shall have the other party to this Agreement for special, incidental, indirect, consequential, exemplary, special or punitive damages, including without limitation, lost profits or



revenues of any kind arising under this Agreement, whether any such claim is based upon warranty, breach of contract, negligence, strict liability, pre-existing conditions (patent or latent), breach of statutory duty, strict liability or any other theory of legal liability, even if such party has been advised of the possibility of such damages, unless such losses are caused by the gross negligence, fraudulent conduct or willful misconduct of the other party, each party acknowledges that the foregoing limitations of liability reflects the allocation of risk set for in this Agreement and acknowledges that the other party would not have entered into this Agreement absent such limitations of liability.

Acceptance Not Waiver: Laramie County's approval of the reports, and work or materials furnished hereunder shall not in any way relieve CGRS of responsibility for the technical accuracy of the work. Laramie County's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. ' 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

Governmental/Sovereign Immunity: Laramie County does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. ' 1-39-101 *et seq.*, by entering into this Agreement. Further, Laramie County fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

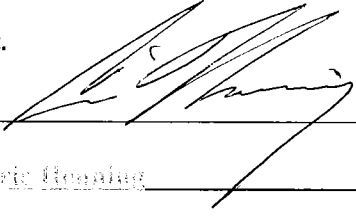
Compliance with Laws: CGRS shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.



The parties have executed this Agreement effective as of the date first here and above written.

CGRS:

CGRS, Inc.

By: _____

Name: Eric Stenlund_____

Title: Vice President_____

Laramie County:

Laramie County

By: _____

Name: _____

Title: _____



DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following terms will have the meanings set forth below when used in this Agreement:

"Card Reader Systems": The computer device at each fueling island that allow Fuel Access Devices to activate the Commercial Fueling Dispensers, record the fuel transaction data, and arrange for the fuel payment.

"CNG": Compressed natural gas.

"Commercial Fueling Dispensers": A fuel dispensing and title transfer device that contains a fuel meter, volume and price display and other components from which fuels are dispensed.

"Card lock system": Major credit, fleet fueling cards and other fueling devices approved by *Laramie County* that are allowed to access a Card Reader System.

"Diesel Gallon Equivalent" or "DGE": An amount of natural gas as defined by OPS in its Retail Natural Gas (CNG/LNG) Regulations, 7 CCR 1101-6.

"Fueling Facilities" or "Facilities": As defined in Paragraph 3.

"Gasoline Gallon Equivalent" or "GGE": An amount of natural gas as defined by OPS in its Retail Natural Gas (CNG/LNG) Regulations, 7 CCR 1101-6.

"Location(s)": As defined in Paragraph 5.

"NFPA": The National Fire Protection Association.

"NGV": A vehicle converted to the use of natural gas as a fuel or factory-produced to operate on natural gas.

"Normal Business Hours": Monday through Friday 7:30 a.m. to 5:00 p.m., Mountain Time, except for Holidays (as set forth on Exhibit D).

"OPS": Colorado Department of Labor and Employment, Division of Oil and Public Safety.

"Station Operation Coordinator": Person employed by CGRS that is primarily responsible for site maintenance and repair or call-out communications for the Fueling Facilities.



APPENDIX A
TO COMPRESSED NATURAL GAS FACILITIES AGREEMENT
("AGREEMENT") BETWEEN CGRS AND *Laramie County*

This Appendix A is attached to and made a part of the Agreement. All capitalized terms used in this Appendix A will have the meanings given those terms in the Agreement.

A. Marketing and Promotions. CGRS's logo and emergency contact telephone number will appear on the Fueling Facility to identify CGRS as the operations and maintenance provider for the Fueling Facility in a manner reasonably acceptable to *Laramie County*. All signs, trademark identifications, logos, and all related items will at all times remain the property of the party from which they originated. CGRS will have the right to remove its logos, trademarks and identifications from the Fueling Facility at the Location upon termination of this Agreement.

B. Insurance. CGRS shall carry insurance as described in Exhibit E to this Agreement.

C. Force Majeure. Obligations under this Agreement, other than obligations to make payments, will be suspended while, but only so long as, a party is prevented from complying with such obligations, in whole or in part, by strikes, lockouts, acts of God, acts of the public enemy, acts of federal, state, local or foreign governments, acts of *Laramie County's* subcontractors or agents, fires, floods, earthquakes, epidemics, freight embargoes, unusually severe weather, unavoidable accidents, uncontrollable delays in transportation, inability to obtain necessary materials in the open market, inadequate facilities for the transportation of materials, interruption in the supply or transportation of natural gas, electricity or other matters beyond the reasonable control of either party whether similar to the matters specifically enumerated above or not. It is understood and agreed that the settlement of strikes or lockouts will be entirely within the discretion of each party to this Agreement.

D. Laws and Regulations. The parties agree that the actions contemplated by this Agreement will be conducted in accordance with all valid applicable laws, orders, rules and regulations made by duly constituted governmental authorities having jurisdiction, including without limitation, all applicable requirements of federal, state and local occupational, health and safety agencies and environmental protection agencies, concerning the receipt, storage and dispensing of motor fuels, the disposal of waste materials, and governing the recovery of vapors. Furthermore, such activities will specifically comply with the applicable provisions of the National Fire Protection Association Publication "NFPA 52."

E. Assignment. Either party upon written notice submitted to the other party at least 10 days prior to the execution of the assignment documents, may assign its interest under this Agreement, in writing, to any entity that by purchase, merger, consolidation, or other transfer has succeeded to all or substantially all of the assignor's assets needed to perform the assignor's obligations under this Agreement. Otherwise, neither party will assign this Agreement without prior written consent of the other party, which consent will not be unreasonably withheld. No assignment will be valid



unless the assignee: (i) agrees in writing to be bound by all of the terms and conditions of this Agreement, and (ii) has demonstrated by objective evidence that it is financially and operationally capable of full performance under this Agreement.

F. Governing Law: Severability. This Agreement will in all respects be governed by and construed in accordance with the internal laws of the State of Wyoming. If any provision of this Agreement is held to be invalid, unenforceable or ineffective for any reason whatsoever, all other provisions will be and remain in full force and effect, and the parties will negotiate in good faith with respect to the equitable modification of the provision(s) held to be invalid.

G. Binding Effect. The terms of this Agreement will extend to and be binding upon the parties, their permitted successors and assigns.

H. Confidentiality. All proprietary information provided by *Laramie County* to CGRS will be deemed confidential including but not limited to the contents of this Agreement. CGRS will not release or permit the release of any such confidential information without the express written consent of *Laramie County* except as provided in this provision. CGRS may disclose such confidential information only to its officers, directors, employees or agents (collectively referred to herein as "Associates") who need to know. CGRS will be permitted to furnish and otherwise disclose such confidential information to the extent it or its Associates determines in good faith that disclosure thereof may be required by any law, regulation, judicial order, administrative order, subpoena, interrogatory, discovery request, investigative demand or other legal requirement or legal process. Confidential information does not and will not include: (1) any information that is already in the possession of CGRS or any of its Associates prior to the effective date of this Agreement; (2) any information that is obtained by or that is or becomes available to CGRS or any of its Associates from a source other than *Laramie County*; (3) any information that is in or enters the public domain or that otherwise is or becomes generally available by means other than an unauthorized disclosure by CGRS; or (4) any information that is independently developed by CGRS or any of its Associates, as evidenced by the CGRS's written records, without reference to or use of, in whole or in part, any of *Laramie County* Public Works' proprietary information. If CGRS violates this provision, *Laramie County*, in addition to its other rights and remedies, will be entitled to specific performance, including without limitation, issuance of a temporary restraining order or preliminary injunction. This provision will survive the term of this Agreement, regardless of the cause of termination for a period of three years.

I. No Partnership. This Agreement will not be construed as creating a partnership, joint venture, agency relationship or association, nor will this Agreement render the parties liable as partners, co-ventures or principals. In their relations with each other under this Agreement, the parties will not be considered fiduciaries or to have established a confidential relationship but will be free to act on an arm's length basis in accordance with the respective self-interest of each, subject, however, to the obligation of the parties to act in good faith in their dealings with each other with respect to the activities under this Agreement.

J. Waiver; Amendment. A waiver by either party of one or more breaches or defaults under this Agreement will not be deemed to be a waiver of any other or any continuing breach or default under this Agreement. The subsequent acceptance of payments under this Agreement will not be deemed to be a waiver of any preceding breach or default regardless of knowledge on the part of the party accepting payment of the preceding breach or default at the time of acceptance of the payment. No amendment or modification of this Agreement, and no waiver of any provision of this Agreement, will be binding on either party unless in writing and signed by each party to this Agreement. Termination of this Agreement will not relieve either party of responsibility for obligations incurred prior to termination.



L.

[End of Appendix A.]



LIST OF EXHIBITS

<u>Exhibit</u>	<u>Description</u>
A	Location of Fueling Facility Site Plan or Description
B	Routine Maintenance
C	Description of Fueling Facility
D	List of Holidays



EXHIBIT A

LOCATION

Address: 13797 Prairie Center Circle, Cheyenne, WY 82009

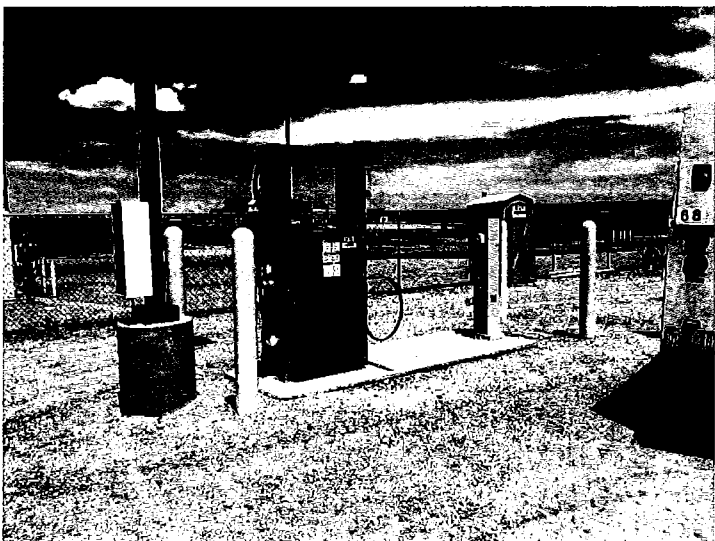






EXHIBIT B

ROUTINE MAINTENANCE FOR FUELING FACILITY

The routine maintenance to be performed by CGRS will include, at a minimum, the following:

Item	Comments	Frequency
Gas Coalescing Filters	Check, drain and record	weekly
Gas Dryer Cartridge	Check, drain and record	weekly
Blow Down Tank	Drain and record	weekly
Compressor Oil	Add as necessary and record	weekly
Compressor Pressure	Check and record all stages	weekly
Compressor Temp	Check and record	weekly
Gas Gauges	Check, adjust and record	weekly
Fueling Connector	Check and clean	weekly
Site Inspection:		weekly
Compressors		
Drive motors		
Storage vessels		
Gas handling equip.		
Enclosure		
Safety reliefs		
Dispensers		
Time fill stations		
System leaks		
Verify ESD operational status		
Fueling Hoses	Conductive test	annual
Dispensers	Calibrate	annual
Steam Clean Equip	With hazmat collection	semi-annual
Replace Filters	Dispensers, Inlet and Other	annual
Dryer Regeneration	As needed during the year	annual
Monitoring Systems	Check function	annual
Call-out System	Check function	annual
Electric motor phase balance	Amp draw test	annual
Relief valves	Recertification per code	inspect annually



EXHIBIT C

DESCRIPTION OF FUELING FACILITY

Equipment Description	Capabilities	Ownership
Primary compressor system	ANGI NG300, soft start system, related controls.	<i>Laramie County</i>
Primary CNG storage vessels	Three 37' ASME CPi vessels	<i>Laramie County</i>
Priority and sequencing controls	Metered time fill standard sequencing	<i>Laramie County</i>
Commercial Fueling Dispenser	ANGI two-hose 3600 PSI	<i>Laramie County</i>
Card Reader System	GasBoy	<i>Laramie County</i>
Associated components: standard fuel lines, piping, valves, connections, blow down tank, gas control panel, electrical panel, telecom line, automated call out system, emergency shut down system, natural gas filtration, and related equipment.	As appropriate for the Fueling Facility	<i>Laramie County</i>



EXHIBIT D

HOLIDAYS

New Years Day
Memorial Day
Independence Day (July 4th)
Labor Day
Thanksgiving Day
Christmas Eve
Christmas Day