

**AMENDMENT NO. 1 TO THE GENERAL
SERVICES AGREEMENT BETWEEN THE
CITY OF MANTECA AND “TRILLIUM USA COMPANY, LLC”**

This Amendment No. 1 (“Amendment”) to Agreement #C2019-164 (“Agreement”) between the City of Manteca and “Trillium USA Company, LLC” is made and entered into this ____ day of _____, 2024, by and between “Trillium USA Company, LLC” a Delaware limited liability company (“Contractor”) and the City of Manteca, a municipal corporation (“City”).

RECITALS

- A. On “January 24, 2020”, the City of Manteca approved an Agreement with Contractor to provide professional services for repairs, emergency call- out, maintenance, and reporting services
- B. City now desires to amend the Agreement in order to expand the term of service and increase dollar amount of services to be undertaken by the Contractor.
- C. Contractor represents that it has the necessary professional skills and experience to satisfactorily provide consulting services in a timely manner.
- D. City desires to engage Contractor for the purposes of completing the scope of services identified.

NOW, THEREFORE, the parties hereby agree as follows:

1. Statement of Work. Attachment 1 to the Agreement is hereby amended by adding the tasks set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein by reference, “Statement of Work and Activities #2”.
2. Paragraph 3 of the Agreement is hereby amended to read as follows:
 - “3. Time of Performance. The services of Contractor are to commence upon execution of this Agreement and shall continue in the manner of the original contract until all authorized work is approved by the City. All such work shall be completed no later than “January 3, 2027”.
3. Paragraph 4 of the Agreement is hereby amended to read as follows:
 - “4. Compensation. Compensation to be paid to Contractor shall be in accordance with the Schedule of Charges set forth in Attachment 1 to this Amendment, which is incorporated herein by reference. In addition to the Compensation for the Agreement, compensation for Amendment No. 1 services shall in no event exceed ONE HUNDRED THIRTY EIGHT

THOUSAND TWO HUNDRED AND FORTY DOLLARS (\$138,240.00). without additional authorization from the City. In no event shall total compensation for work performed pursuant to this Agreement and Amendments No. 1 exceed FOUR HUNDRED EIGHT THOUSAND EIGHT HUNDRED FORTY DOLLARS (\$408,840.00) without additional authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.”

4. Except as otherwise provided in this Amendment, the Agreement shall continue in full force and effect.

THIS SPACE INTENTIONALLY LEFT BLANK

TO EFFECTUATE THIS AMENDMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

CITY OF MANTECA:

CONTRACTOR:

Toni Lundgren
City Manager

Trillium USA Company LLC

*(Type name of Contractor/form of organization)**

ATTEST:

By: _____
(Signature)

Cassandra Candini-Tilton,
Director of Legislative Services

Ryan Erickson, Vice President

(Type name and title)

COUNTERSIGNED:

By: _____
(Signature)

Shay Narayan
Director of Finance

(Type name and title)

COUNTERSIGNED:

Address: 2929 Allen Parkway, Suite 4100
Houston, TX 77019
Email: Dale.Charpentier@trilliumenergy.com
Telephone: (346) 397-7475

Stephanie Van Steyn,
Director of Human Resources

APPROVED AS TO FORM:
L. David Nefouse, City Attorney

By: _____
Daniella Green, Assistant City Attorney

ATTACHMENT 1 TO AMENDMENT

STATEMENT OF WORK AND ACTIVITIES #2



City of Manteca
CNG Station Maintenance Services
Trillium Response

Trillium Cost Proposal

MONTHLY TURNKEY PRICING

Trillium will provide Turnkey operations and maintenance service to the City's CNG fueling station for a monthly fee of: **\$4,510 per month** that includes four hours onsite each week. Though our maintenance practices try to prevent unscheduled and emergency callouts, it is recommended to project and anticipated 96 hours of callouts per year (8 hours per month).

ADDITIONAL T&M RATES REQUESTED BY THE CITY

| TIME & MATERIALS (T&M) PACKAGE – FIVE YEAR AGREEMENT | | | | |
|--|--|------|--|------------------------------|
| T&M Terms | <p>The terms below are included for additional maintenance services on the BioCNG unit, as well as for any callouts due to negligence (example: someone drive's off with a CNG nozzle/dispenser still attached)</p> <p>Onsite work will be completed according to the following terms:</p> <ul style="list-style-type: none"> • Owner will be billed for onsite work according to Trillium's T&M rates quoted below. • Trillium will seek Owner approval prior to performing any onsite T&M work. • T&M rates are modified annually on January 1st according to the Consumer Price Index. • Trillium's regular business hours are Monday thru Friday, 8:00 AM to 5:00 PM local time and exclude holidays. Any onsite work performed outside regular business hours will incur a four hour minimum charge. | | | |
| Base Labor | Additional Work beyond Base Work, but during regular business hours (8:00AM to 5:00PM, Monday thru Friday) | \$95 | Additional Work beyond Base Work, but outside regular business hours (5:00PM to 8:00AM, Monday thru Friday and on weekends) will be charged a 4 hour minimum | \$142.50 |
| Parts & Consumables | Parts and consumables purchased by Trillium will be billed to Owner as indicated on the right. | | | List plus 5% |
| Travel Costs | Should an expert need to travel to the location of the station, Owner will be billed as indicated on the right | | | Travel Costs plus 15% |
| Travel Time | Travel time will be billed on a per mile bases as indicated on the right. | | | \$0.85 per mile |



2929 Allen Parkway, Suite 4100, Houston, TX 77019

03/20/2024

City of Manteca
2450 W Yosemite Ave
Manteca, CA 95337

Annual Adjustment to your Contract Price

Dear Customer:

Please be advised that your contract price is scheduled for an annual adjustment effective immediately for call outs. The price index referenced in your contract has been used to calculate adjustment to the following component(s):

Effective Dates: 1/2024 – 12/2024

| Description | Current Price | New Price |
|-----------------------|---------------|-----------|
| Labor | 110.17 | 113.58 |
| Labor OT | 165.26 | 170.37 |
| Travel Time (Mileage) | .99 | 1.02 |

We look forward to continuing to meet your expectations for reliable CNG fueling service. If you have any questions, please contact us.

Thank you for your business.

Trillium Accounting

ATTACHMENT 2
INSURANCE DOCUMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--|--|---------------|-------|
| PRODUCER Aon Risk Services Southwest, Inc. Houston TX Office 1300 Post Oak Blvd., Suite 1400 Houston TX 77056 USA | CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 | | |
| | E-MAIL ADDRESS: | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | |
| INSURED Trillium USA Company LLC PO Box 26210 Oklahoma City OK 73126 USA | INSURER A: Texas Insurance Company | | 16543 |
| | INSURER B: Ironshore Specialty Insurance Company | | 25445 |
| | INSURER C: ACE American Insurance Company | | 22667 |
| | INSURER D: Indemnity Insurance Co of North America | | 43575 |
| | INSURER E: ACE Fire Underwriters Insurance Co. | | 20702 |
| | INSURER F: | | |

Holder Identifier :

| | | |
|------------------|---|-------------------------|
| COVERAGES | CERTIFICATE NUMBER: 570104294385 | REVISION NUMBER: |
|------------------|---|-------------------------|

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|----------|---|-------------------------|-------------------------|--|--------------|
| C | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | XSLG48912783 SIR applies per policy terms & conditions | 04/01/2024 | 04/01/2025 | EACH OCCURRENCE | \$1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$1,000,000 |
| | | | | | | | MED EXP (Any one person) | |
| | | | | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$8,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$8,000,000 |
| C | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | ISA H10764919 | 04/01/2024 | 04/01/2025 | COMBINED SINGLE LIMIT (Ea accident) | \$5,000,000 |
| | | | | | | | BODILY INJURY (Per person) | |
| | | | | | | | BODILY INJURY (Per accident) | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION | | | TCOK20347a SIR applies per policy terms & conditions | 12/01/2020 | 04/01/2025 | EACH OCCURRENCE | \$10,000,000 |
| | | | | | | | AGGREGATE | \$15,000,000 |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nh) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y | WLR54507902 | 04/01/2024 | 04/01/2025 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER | |
| C | | N/A | Y | WLR54508050 | 04/01/2024 | 04/01/2025 | E.L. EACH ACCIDENT | \$1,000,000 |
| E | | N/A | Y | SCFC54508116 | 04/01/2024 | 04/01/2025 | E.L. DISEASE-EA EMPLOYEE | \$1,000,000 |
| | | | | | | | E.L. DISEASE-POLICY LIMIT | \$1,000,000 |
| B | Environmental Site Liability | | | ISPILLSCHJOA001 | 04/01/2022 | 04/01/2025 | Aggregate | \$10,000,000 |
| | | | | | | | Each Incident | \$10,000,000 |

Certificate No : 570104294385

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

MCS90 and CA9948 are included on the above referenced Automobile Liability policy. If required by contract, Certificate Holder is Included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. If required by contract, a Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies.

| | |
|---------------------------|---------------------|
| CERTIFICATE HOLDER | CANCELLATION |
|---------------------------|---------------------|

| | |
|---|--|
| City of Manteca Its Officers, Officials, Employees Agents and Volunteers 1001 W. Center Street Manteca CA 95337 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE |

