CITY OF GRAND JUNCTION COLORADO

GENERAL TERMS AND CONDITIONS

THIS AGREEMENT (the "Agreement") is made this 23rd day of June 2014**,** by and between **CITY OF GRAND JUNCTION** (hereinafter referred to as "CITY"), Mesa County, Colorado with offices at City Clerk's Office, Room# 111, Grand Junction, Colorado 81501 and **BioCNG, LLC** (hereinafter referred to as "BIOCNG"), a State of New York limited liability company with offices at 8413 Excelsior Drive, Suite 160, Madison, Wisconsin 53717.

WHEREAS, the parties desire to establish a flexible contractual framework that will enable BIOCNG to perform professional services that are agreed to from time to time, in writing, subject to the terms and conditions herein.

WHEREAS, BIOCNG shall perform services consistent with the skill and care ordinarily exercised by other professional consultants under similar circumstances at the time services are performed, subject to any limitations established by CITY as to degree of care, time or expense to be incurred or other limitations of this Agreement. No other representation, warranty or guaranty, express or implied, is included in or intended by BIOCNG's services, proposals, agreements or reports.

NOW, THEREFORE, along with the foregoing premises, the mutual covenants and promises contained herein, the execution of any Exhibits or Addenda hereto and the mutual intention to be legally bound hereby, all as consideration therefore, both BIOCNG and CITY hereby agree as follows:

I. ***RELATIONSHIP OF PARTIES*****:** Nothing shall be construed or interpreted as requiring BIOCNG to assume the status of owner, operator, generator, person who arranges for disposal, transporter or storer, as those terms or any other similar terms are used in any federal state or local statute, regulation, ordinance or order governing the treatment, handling, storage or disposal of any toxic or hazardous substance or waste.

II. ***BILLING AND PAYMENT*****:** Invoices will be submitted monthly and shall be due and payable on receipt. Interest at the rate of one and one-half percent (1½ %), but not exceeding the maximum rate allowable by law, shall be payable on any amounts that are due but remain unpaid thirty (30) days from receipt of invoice, payment to be applied first to accrued late payment charges and then to the principal unpaid amount. BIOCNG may, at its option, withhold delivery of reports or any other data pending receipt of payment for services rendered.

III. ***LIMITATION OF LIABILITY*****:** In consideration of potential liabilities which may be disproportionate to the fees to be earned by BIOCNG, CITY agrees to limit the liability of BIOCNG, its officers, directors, shareholders, employees, agents, and representatives to CITY for all claims or legal proceedings of any type arising out of or relating to the performance of services under this Agreement (including but not limited to BIOCNG's breach of this Agreement, its professional negligence, errors and omissions and other acts) to the amount of Four Hundred Thousand Dollars ($400,000.) and further, neither party shall be liable to the other

for any indirect, special or consequential losses or damages. Failure of CITY to give written notice to BIOCNG of any claim of negligent act, error or omission within one (1) year of completed performance of services shall constitute a waiver of such claim by CITY.

IV. ***INDEMNIFICATION*****:** Subject to the limitation of liability above, and to the extent permitted by law, BIOCNG agrees to indemnify and hold harmless the CITY from any claim, suit, liability, damage, injury, cost or expense, including attorneys fees, (hereafter collectively called "Loss") arising out of i) breach of this Agreement or ii) willful misconduct or negligence in connection with its performance of this Agreement.

In addition to and without limiting the generality of the foregoing, BIOCNG agrees to indemnify the CITY to the fullest extent permitted by law against any Loss (whether or not under CERCLA, RCRA or any other similar federal, state or local environmental regulation, order or ordinance) when i) arising out of any actual or potential environmental contamination or pollution, including without limitation, any actual or threatened release of toxic or hazardous materials, unless the result of CITY's misconduct or negligence, ii) arising out of any acts taken or alleged failure to act with respect to matters covered in the section titled REPORTING AND DISPOSAL, or iii) in excess of the liability limit set forth in the section titled LIMITATION OF LIABILITY above.

The obligations of BIOCNG to indemnify and the limitations on liability as set forth in this Agreement shall survive the expiration or termination of this Agreement

V. ***PERFORMANCE and WARRANTY*****: Warranties by Unison**. Unison represents warrants and covenants to BIOCNG and the CITY that for twelve (12) months from date of start that the Deliverables will: (i) be free from material defects in workmanship or materials, (ii) conform to the requirements of this Agreement, and (iii) are free of all liens, claims and encumbrances of any kind. Unison's grant of warranty will pass to the CITY on the date of startup; all warranty particulars are included in the attached Unison Warranty Statement.

(c) Third Party Components. Without limiting the above Warranty by Unison, Unison will flow through to BIOCNG and the CITY all warranties provided by manufacturers of the Third Party Components, including providing reasonable assistance to the Client in exercising any warranty rights applicable to the Third Party Components. Unison warrants to BIOCNG and the CITY that all Third Party Components will: (i) be free from material defects in workmanship or materials, (ii) conform to the requirements of this Agreement, and (iii) are free of all liens, claims and encumbrances of any kind for a period of twelve (12) months from date of startup.

BIOCNG shall not be in default of performance under this Agreement where such performance is prevented, suspended or delayed by any cause beyond BIOCNG's control. Neither party will hold the other responsible for damages for delays in performance caused by acts of God nor other events beyond the control of the other party and which could not have been reasonably foreseen or prevented. Such delays will extend completion dates commensurately. CITY may from time to time issue Project Assignment(s) in the form attached to this Agreement as Exhibit A. Subject to the terms of this Agreement, BIOCNG will render the services set forth in Project Assignment(s) accepted by BIOCNG (the "Project(s)") by the completion dates set

forth therein. The manner and means by which BIOCNG chooses to complete the Projects are in BIOCNG'S sole discretion and control. BIOCNG agrees to exercise the requisite degree of skill and professionalism and to utilize its expertise and creative talents in completing such Projects in a timely and professional manner consistent with the skill and care ordinarily exercised by other professionals under similar circumstances at the time services are performed, subject to any limitations established by the CITY as to degree of care, time or expense to be incurred or other limitations of this Agreement. In completing the Projects, BIOCNG affirms it will be appropriately licensed and agrees to provide its own equipment, tools and other materials at its own expense. CITY affirms it will make its facilities and equipment available to CONTRACTOR when necessary. Neither Party will hold the other responsible for damages for delays in performance caused by acts of God nor other events beyond the control of the other party and which could not have been reasonably foreseen or prevented. Such delays may extend completion dates commensurately. Lastly, BIOCNG may not subcontract or otherwise delegate its obligations under this Agreement without CITY's prior written consent, which will not be unreasonably withheld.

VI. ***CHANGED CONDITIONS*****:** If, during the course of BIOCNG's performance of services, conditions or circumstances develop or are discovered which were not contemplated by BIOCNG and which materially affect BIOCNG's ability to perform or which would materially increase the costs to BIOCNG of performing, then BIOCNG will notify CITY in writing, and BIOCNG and CITY shall renegotiate in good faith the terms of this Agreement within thirty (30) days. Alternatively, either party shall thereupon have the right to terminate the Agreement; provided, however, that upon any such termination, BIOCNG shall be compensated for services rendered to the date of termination.

VII. ***HAZARDOUS OR UNSAFE CONDITIONS*****:** CITY has fully informed BIOCNG of, and shall immediately inform BIOCNG when it becomes aware of any new information regarding, the type, quantity and location of any hazardous, toxic or dangerous materials or unsafe or unhealthy conditions known or suspected at all real property where services are to be performed ("the Project Site"). Fees shall be adjusted to compensate BIOCNG if conditions require BIOCNG to take emergency measures to protect the health and safety of the parties, the public or the environment. This requirement to inform BIOCNG is an ongoing and continuous obligation of the CITY and shall continue for the full term of this Agreement.

VIII. ***SUBSURFACE OBSTRUCTIONS*****:** CITY shall supply to BIOCNG whatever it has plans that designate the location of all subsurface structures at the Project Site, but BIOCNG must still engage a locater subcontractor to conclusively identify the location of all sub-surface obstructions. This requirement to supply BIOCNG with timely and current plans and to fully inform BIOCNG of all sub-surface obstructions is an ongoing and continuous obligation of the CITY and shall continue for the full term of this Agreement.

IX. ***RIGHT OF ENTRY*****:** CITY agrees to grant or arrange for right of entry at the Project Site, whether or not owned by CITY.

X. ***REPORTING AND DISPOSAL*****:** CITY shall be solely responsible for notifying all appropriate federal, state, local or other governmental agencies of the existence of any hazardous, toxic or dangerous materials on or in the Project Site or discovered during performance of this Agreement. BIOCNG shall immediately notify the CITY if during the performance of this Agreement it discovers the existence of any hazardous, toxic, or dangerous materials on or in the Project Site and if requested by the CITY, BIOCNG may, at its option, agree to notify such agencies on behalf of CITY, as CITY's agent. CITY shall be solely responsible for arranging for and paying the costs to lawfully transport, store, treat, recycle, dispose of, or otherwise handle, hazardous or toxic substances or wastes and samples.

XI. ***NO THIRD PARTY BENEFICIARIES*****:** Except for the CITY, and CITYS affiliates, parent company or related entities, there are no other intended third party beneficiaries of this Agreement entitled to rely on any work performed or reports prepared by BIOCNG hereunder for any purpose and BIOCNG shall have no liability for any Loss arising out of or relating to reliance by any third party on any work performed or reports issued hereunder.

XII. ***DESIGNS, DISCOVERIES, OWNERSHIP and REUSE*****:** All designs, ideas, discoveries, inventions or improvements utilized or developed by BIOCNG hereunder shall be deemed property of CITY but CITY acknowledges they are not given no rights in the form of ownership or license to such items. Documents furnished by BIOCNG are not intended or represented as suitable for reuse by CITY or others; any reuse without specific written approval and/or adaptation by BIOCNG for the specific purpose intended will be at the reuser's sole risk and without liability or exposure to BIOCNG. Any transfer of electronic data hereunder is solely for CITY's convenience "as is" without warranty as to contents, and is not project deliverable unless specifically agreed to the contrary. BIOCNG disclaims all warranties express or implied with regard to any electronic data provided hereunder, including any warranties of merchantability or fitness for a particular purpose.

XIII. ***NONDISCLOSURE AND USE OF CONFIDENTIAL INFORMATION*****:** Information conspicuously designated as Confidential Information shall be held in the strictest confidence by the receiving Party and shall not be disclosed without prior written consent of disclosing Party, except to employees, contractors or consultants with a need to know the Confidential Information for the purposes of performing work related to the Project. The receiving Party shall inform all employees, contractors and consultants receiving the Confidential Information of the confidential nature of this information and take all actions necessary to bind such employees, contractors and consultants by the terms of this Agreement. Neither party shall use information obtained from the other to benefit themselves or any third party. In the event that either party to this Agreement is requested or required by legal or regulatory authority to disclose any Confidential Information from the disclosing Party, the receiving Party shall promptly notify the disclosing Party of such request or requirement prior to disclosure so that the disclosing Party may seek an appropriate protective order and/or waive compliance with the terms of this Agreement. In the event that a protective order or other remedy is not obtained, or the disclosing Party waives compliance with the provisions hereof, the receiving Party agrees to furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its counsel, is consistent with the scope of the subpoena or demand, and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential

Information. Notwithstanding the foregoing, the CITY cannot protect and shall not be responsible for disclosure of information required to be disclosed by the Colorado Open Records Act.

If BIOCNG is requested to respond to any mandatory orders for the production of documents or witnesses on CITY's behalf regarding work performed by BIOCNG, CITY agrees to pay all costs and expenses incurred by BIOCNG not reimbursed by others in responding to such order, including attorney's fees, staff time at current billing rates and reproduction expenses.

XIV. ***NOTICE*****:** Any notice provided pursuant to this Agreement shall be deemed given and received: (i) if given by telecopy (facsimile), when such telecopy is transmitted to the telecopy number specified below during normal business hours and confirmation of complete receipt is received during normal business hours; or (ii) if hand delivered against a receipted copy, when the receipted copy thereof is received; or (iii) if given by a reputable overnight delivery service, the day after being sent prepaid by such overnight delivery service; or (iv) if given by U.S. registered or certified mail, return receipt requested, postage prepaid, three (3) days after it is postmarked by the United States Postal Service. Notice shall be given to the parties at the following addresses:

To: City of Grand Junction
City Clerk's Office, Room# 111
Grand Junction, Colorado 81501
Attn.:
Telephone:
Fax:
E-mail address:

*****

To: BioCNG, LLC
100 Crystal Run Road, Suite 101
Middletown, New York 10941
Attn: Matthew E. Davies, President
Telephone: (877) 294-9070
Fax: (845) 692-5894
E-mail address: matt.davies@cornerstone.com

Either party may change the individual or location for receipt of notice hereunder by providing written notice to the other party in the manner described in this Section.

XV. ***INTEGRATION AND INTERPRETATION*****:** This Agreement, and Exhibits attached hereto, made a part hereof and/or incorporated by reference herein and all subsequently executed Addenda hereto, shall, insofar as is possible, be so interpreted as to be consistent with one another. In the event of any conflict among the terms and/or conditions of this Agreement, the Exhibits and/or Addenda referenced above, the terms and conditions of this Agreement shall take

precedence over all such Exhibits and/or Addenda. All such terms and/or conditions in such Exhibits and/or Addenda that are contrary or in addition to any terms and/or conditions in this Agreement shall be null and void and have no force or effect.

XVI. ***GOVERNING LAW AND SEVERABILITY*****:** This Agreement and any claim, controversy or dispute arising under or related to this Agreement, the relationship of the parties, and/or the interpretation and enforcement of the rights and duties of the parties will governed by the rules and laws of State of Colorado and of Mesa County, or the county in which the facility, landfill, tract of land or other property which is the subject matter of the dispute and where BIOCNG performed its work is located. In the event that any provision or provisions of this Agreement shall be void, unlawful or unenforceable, such provision or provisions, or part(s) thereof, shall be deemed stricken from this Agreement, but this Agreement shall not otherwise be affected and the remaining provisions, or part(s) thereof, shall continue in full force and effect.

XVII. ***MODIFICATION OF THIS AGREEMENT*****:** CITY and BIOCNG agree that no change or modification to this Agreement, or any Exhibits hereto, shall have any force or effect unless the change is in writing, dated and made a part of this Agreement. The execution of the writing evidencing the change shall be authorized and signed in the same manner as this Agreement. If a change to an Addendum is permitted to be undertaken pursuant to the terms and conditions of this Agreement, such change shall be evidenced by complete execution of an Addendum modifying the previously executed Addendum.

XVIII. ***REMEDIES AND RIGHTS NOT EXCLUSIVE*****:** No remedies or rights conferred upon CITY by this Agreement are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including but not limited to the remedy of specific performance).

XIX. ***CAPTIONS AND HEADINGS*****:** The captions and headings in this Agreement have been inserted for convenience of reference only and are not to be considered a part of this Agreement nor shall they in any way affect the interpretation of this Agreement.

XX. ***SEPARTATE COUNTERPARTS*****:** This Agreement, Exhibits and Addenda hereto, may be executed in separate counterparts that shall collectively and separately be considered one and the same Agreement. No party shall be bound by this Agreement or any Exhibit or Addenda hereto until both CITY and BIOCNG have fully executed such document.

XXI. ***RULES OF CONSTRUCTION*****:** The following rules shall apply to the construction and interpretation of this Agreement, Exhibits and Addenda hereto:

a. Singular words shall connote the plural number as well as the singular and vice versa, and the masculine shall include the feminine and the neuter; and

b. All references herein to particular Exhibits, Sections, subsections or clauses are references to Exhibits, Sections, subsections or clauses of this Agreement.

XXII. ***DISPUTE RESOLUTION AND MEDIATION*****:** Except for any injunction, temporary restraining order or other equitable relief or unless otherwise mutually agreed to in writing between the parties, all disputes between the parties relating to the interpretation and enforcement of their rights and obligations under this Agreement shall be submitted to mediation, however, before mediation both parties shall use their best good faith efforts, for a period of ten (10) business days, attempt to resolve the dispute by negotiation. To commence the dispute resolution process, either party may serve written notice on the other party specifically identifying the dispute and requesting that efforts at resolving the dispute begin. The parties shall attempt in good faith to resolve the dispute using their best efforts to reach agreement on the matters in dispute. If the parties are unable to resolve the dispute by negotiation within the time frame set forth above, which time frame may be extended by mutual agreement in writing, mediation shall be initiated upon written request by either party. Within thirty (30) days of such written request, the parties shall jointly select an individual to serve as the mediator of any dispute if willing or able to do so, and a second individual to serve as the backup mediator. If neither proposed mediator is willing or able to serve, and/or if the parties cannot agree on a single mediator, then the parties shall, within ten (10) days after written request by either party, request that the American Arbitration Association ("AAA") name three qualified mediators. Within five (5) business days of receipt of the AAA list, each party shall notify the other of a name it wishes to delete from the list. The mediator shall be the individual on the list not so deleted. If any party fails to notify the other of the mediator it intends to delete within the time specified, the other party shall select the mediator from the AAA list. Should both parties delete the same name, CITY shall select the mediator from the remaining two (2) names. The mediator so selected shall not be a person who has previously acted in any capacity for either party and who has at least ten (10) years of experience in the construction industry as a contractor, design professional or attorney. A single mediator, once selected, shall be used for all disputes until unable or unwilling to serve in which event the AAA list selection process shall be repeated.

All mediation shall take place either in Mesa County, Colorado or in which the facility, landfill, tract of land or other property which is the subject matter of the dispute and where BIOCNG performed its work is located. The parties shall submit to the mediator all written, documentary and other evidence and such oral testimony as determined by the mediator to be necessary for a proper resolution of the dispute. The parties shall also meet promptly and shall use good faith efforts to resolve the dispute when and as requested by the mediator.

The prevailing party in any mediation or other legal action to enforce or interpret provisions of this Agreement shall be entitled to recover all reasonable fees, costs and expenses, including staff time at current billing rates, court costs and other claim-related expenses.

XXIII. ***REMEDIES***: The Parties agree that mediation and money damages may not be a sufficient remedy for any breach of this Agreement and that a Party shall be entitled to seek injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy shall not be the exclusive remedy for any breach of this Agreement, but shall be in addition to all other rights and remedies available at law or in equity. In the event of litigation the prevailing party in any mediation or other legal action to enforce or interpret provisions of this Agreement shall be entitled to recover all reasonable fees, costs and expenses,

including staff time at current billing rates, court costs and other claim-related expenses associated with such litigation.

XXIV. *TERM AND TERMINATION*: The term of this Agreement shall be two (2) years commencing from the date of this Agreement.

This Agreement may be terminated by either Party, with or without cause, by providing notice to the non-terminating Party within thirty (30) days to the other Party; provided, that CITY shall give not less than ninety (90) days (the "Termination Period") prior written notice of its intent to cease providing services pursuant to a duly executed Project Assignment. BIOCNG shall continue to provide services pursuant to the terms of this Agreement and the respective Project Assignment until the end of the Termination Period or until CITY otherwise directs BIOCNG.

XXV. *COUNTERPARTS*: This Agreement may be signed in counterparts, each of which may be deemed an original, and all of which together constitute one and the same agreement.

XXVI. *ENTIRE AGREEMENT*: This Agreement is the final, complete and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the Party to be charged. The terms of this Agreement will govern all Project Assignments and services undertaken by CITY for BIOCNG. In the event of any conflict between this Agreement and a Project Assignment, the Project Assignment shall control, but only with respect to the services set forth therein. This Agreement, Exhibits and Addenda hereto, may be executed in separate counterparts that shall collectively and separately be considered one and the same agreement.

No Party shall be bound by this Agreement or any Exhibit or Addenda hereto until both CITY and BIOCNG have fully executed such document.

*****

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the 23rd day of June 2014.

Scott Hockins Digitally signed by Scott Hockins DN: cn=Scott Hockins, o=City of Grand Junction, ou=Purchasing Division, email=scotth@gjcity.org, c=US Date: 2014.07.03 11:32:46 -06'00'

City of Grand Junction

Matthew E. Davies, President
BioCNG, LLC

Exhibit A - Project Assignments – Phase I

Date:			CONTRACTOR:	BioCNG, LLC
Project Manager:	Steven G. Wittmann		Project Name:	City of Grand Junction
BioCNG Project			PO Number:	

In accordance with the Independent Contractor Agreement dated the 23rd day of June 2014 between the City of Grand Junction and BioCNG, LLC this Exhibit describes the services to be performed for the above-referenced project. A detailed scope of work shall be attached and included as part of this Exhibit.

Task/Services	Work Type (Lump Sum, T&M)	Total
See attached BioCNG Proposal detailing the scope of the work to be performed pursuant to this Exhibit.		
Tasks 1,2, 3, and 5 - Proposal Schedule of Values	Lump Sum	$1,508,360
Task 4 – Proposal Schedule of Values (Pipeline permitting, contractor and fabricator coordination)	Lump Sum	$191,436
	TOTAL	$1,699,796

Performance Period

Services shall commence by June 23, 2014 and shall be completed by June 24, 2015.

Project Managers
BioCNG, LLC

Name: Steven G. Wittmann
Address: 8413 Excelsior Drive, Suite 160
Madison, WI 53717
Phone: (630) 633-5845
E-Mail: steve.wittmann@cornerstoneeg.com

Project Managers
City of Grand Junction

Name: Bret Guillory
Address: 250 N. 5th Street
Grand Junction, CO 81501
Phone: 970-244-1590
E-Mail: Bretg@gjcity.org

Approvals

BioCNG, LLC

By: _____
Authorized Representative
Matthew E. Davies, President
Name/Title (printed)
Date: _____

City of Grand Junction

By: Scott Hockins Digitally signed by Scott Hockins DN: cn=Scott Hockins, o=City of Grand Junction, ou=Purchasing Division, email=scotth@gjcity.org, c=US Date: 2014.07.03 10:37:59 -06'00'
Authorized Representative
Scott Hockins, Purchasing Supervisor
Name/Title (printed)
Date: July 3, 2014

Exhibit B - Project Assignments – Phase II

Date:			CONTRACTOR:	BioCNG, LLC
Project Manager:	Steven G. Wittmann		Project Name:	City of Grand Junction
BioCNG Project			PO Number:	

In accordance with the Independent Contractor Agreement dated the ____ day of _____ 2015 between the City of Grand Junction and BioCNG, LLC this Exhibit describes the services to be performed for the above-referenced project. A detailed scope of work shall be attached and included as part of this Exhibit.

Task/Services	Work Type (Lump Sum, T&M)	Total
See attached BioCNG Proposal detailing the scope of the work to be performed pursuant to this Exhibit.		
Task 4 – Proposal Schedule of Values, Pipeline Construction (Subject to price adjustment due to potential piping material price escalation and seasonal construction)	Lump Sum	$1,100,000
	TOTAL	$1,100,000

Performance Period

Services shall commence by _____ and shall be completed by _____.

Project Managers
BioCNG, LLC
Name: Steven G. Wittmann
Address: 8413 Excelsior Drive, Suite 160
Madison, WI 53717
Phone: (630) 633-5845
E-Mail: steve.wittmann@cornerstoneeg.com

Projects Managers
City of Grand Junction
Name: _____
Address: _____
_____
Phone: _____
E-Mail: _____

Approvals

BioCNG, LLC

By: _____
Authorized Representative
Matthew E. Davies, President
Name/Title (printed)
Date: _____

City of Grand Junction

By: _____
Authorized Representative
_____
Name/Title (printed)
Date: _____

PROPOSAL

DESIGN AND CONSTRUCTION SERVICES
PERSIGO WASTEWATER TREATMENT FACILITY
COMPRESSED BIOGAS DESIGN/BUILD

REQUEST FOR PROPOSAL
RFP-3813-14-SDH

Prepared for

City of Grand Junction
Mesa County, Colorado

March 2014

Prepared by

8413 Excelsior Drive, Suite 160
Madison, Wisconsin 53546
877-633-5520

REQUEST FOR PROPOSAL
TABLE OF CONTENTS

SECTION A

COVER LETTER

BioCNG, LLC
8413 Excelsior Drive, Suite 160, Madison, Wisconsin 53717 • (877) 294-9070

Mr. Scott Hockins
Purchasing Supervisor
City of Grand Junction
City Clerk's Office, Room #111
Grand Junction, CO 81501

Re: BioCNG, LLC Proposal
City of Grand Junction, Mesa County,
Request for Proposal RFP-3813-14-SDH,
Persigo Wastewater Treatment Facility, Compressed Biogas Design/Build

Dear Mr. Hockins:

BioCNG, LLC is pleased to provide this proposal to the City of Grand Junction (City) for a digester gas to compressed natural gas (CNG) gas cleanup system utilizing our award winning BioCNG™ biogas conditioning and compression equipment to efficiently produce a vehicle fuel quality product. This proposal is provided in response to the City's Request for Proposal RFP-3813-14-SDH, Persigo Wastewater Treatment Facility, Compressed Biogas Design/Build.

BioCNG, LLC proposes Mr. Steve Wittmann as the Project Manager on this project. Steve will be the principal contact for the project. Steve has been the Project Manager on three previous BioCNG installations and has been part of the BioCNG process development team since its origination. Mr. Matt Davies, BioCNG, LLC President, will be the authorized individual to make commitments on behalf of BioCNG, LLC. Mr. Wittmann's and Mr. Davies' contact information is provided below. We have included experienced local design and construction firms on our team to support the implementation of this project. Further information on our team members and biogas experience is provided in the attached proposal.

BioCNG, LLC sincerely appreciates the opportunity to provide this proposal for Design/Build services to the City of Grand Junction. We have reviewed the above described Request for Proposal and acknowledge receipt of Addendums 1, 2 and 3 and clarifications. We are available to answer questions at your convenience.

Sincerely,
BioCNG, LLC

Steven G. Wittmann
Senior Client Manager
8413 Excelsior Drive Suite 160
Madison WI 53717
630-633-5845
Steve.wittmann@cornerstoneeg.com

Matthew E. Davies
President
8413 Excelsior Drive Suite 160
Madison WI 53717
845-695-0250
Matt.davies@cornerstoneeg.com

SECTION B

QUALIFICATIONS / EXPERIENCES/ CREDENTIALS

Qualifications

BioCNG Reference Projects

There are currently five BioCNG™ systems in operation. These systems vary in compressed natural gas (CNG) production from approximately 250 to 500 gallons of gasoline equivalent (GGE) of CNG per day from about 50 - 100 standard cubic feet per minute (scfm) of biogas. Information on the BioCNG system and project descriptions are included in Attachment 1. Two additional units are being fabricated and will be operational later in 2014.

Three of the operating projects use biogas from a municipal sanitary landfill one uses waste water treatment plant (WWTP) digester gas and the fifth uses biogas from an organic food waste digester. A 6th unit will be operational in Sacramento, CA in the summer of 2014 and a seventh is being constructed in South San Francisco, CA. These two new facilities will also use biogas from food waste digesters. The first BioCNG™ unit, at the Rodefeld Landfill, in Madison, Wisconsin, began vehicle fuel production in early 2011 and has since been upgraded to process additional landfill gas.

Sacramento South Area Transfer Station's Organic Waste Recycling Center, Sacramento, CA (installed in May of 2013)

The BioCNG™ system uses up to 100 scfm of biogas from a food waste digester, which yields approximately 450 diesel gallons equivalent (DGE) per day of vehicle fuel. Atlas Disposal Industries uses the fuel for its waste hauling trucks. BioCNG production and storage was integrated with an existing CNG fueling station. The fueling station preferentially utilizes the BioCNG™ when available and seamlessly switches to CNG when insufficient BioCNG is available to meet fuel demands. An additional BioCNG™ 200 is on site and will be installed in the spring of 2014.

Riverview Land Preserve, City of Riverview, MI (installed in March of 2013)

The BioCNG™ system uses about 100 scfm of gas from the City's Land Preserve Landfill, which will yield 450-550 GGE/day of vehicle fuel. A municipal CNG vehicle fleet is being developed as part of the project. The BioCNG vehicle fuel project is in addition to an existing landfill gas-to-energy plant owned by Riverview Energy Systems, which produces 6.4 MW of electricity.

St. Landry Parish Solid Waste District, CITY, LA (installed in February 2011)

The Parish implemented a BioCNG™ system that can produce 230 GGE of CNG per day. The biogas-based fuel is used to power St Landry Parish's Sheriff Department cars, light duty trucks and a light duty van, and the solid waste district's utility trucks. As part of the project, the Sheriff's Department committed to converting twelve of its vehicles to bi-fuel capability, and added a passenger van fueled solely on CNG. The fuel is produced from 50 scfm of biogas containing 55 to 58 percent methane. In January 2013, the St. Landry Solid Waste Disposal District received the federal Environmental Protection Agency's 2012 LMOP Project of the Year Award, the second such honor given to the innovative BioCNG™ system. St. Landry Parish is considering expanding their CNG vehicle fueling system and is evaluating adding a second BioCNG™ 200 unit and additional fueling locations.

Janesville Waste Water Treatment Plant, Janesville, WI (installed in February 2011)

BioCNG's patent-pending biogas conditioning system produces biogas based fuel to power CNG vehicles from the wastewater digester at the Janesville wastewater treatment plant, in Janesville, WI. The BioCNG™ 50 system went online in February 2013 and now fuels their vehicles, with the goal of fueling more than 40 vehicles within the next decade.

Rodefeld Landfill, Dane County, WI. (installed in March 2011)

BioCNG's patent-pending biogas conditioning system economically produces biogas based fuel to power Dane County's parks and public works CNG vehicles for the, with the potential to expand to supply fuel to waste trucks and other County vehicles. The system was originally constructed to operate at a capacity of 100 GGE per day, but was so successful it was recently upgraded to operate at a capacity of 250 GGE per day. The landfill's BioCNG vehicle fueling station operates in conjunction with an existing landfill gas electrical generation system. The project won the prestigious 2011 Project of the Year Award from the U.S. Environmental Protection Agency as part of the Landfill Methane Outreach Program (LMOP).

Additional Team Related Experience

BioCNG, LLC has a strong working relationship with T.V. John and Sons and will use them as our construction management team member. T.V. John has extensive experience in biogas construction having completed over 40 biogas to energy installations and is currently managing the construction of a 3,000 scfm biogas to pipeline quality project near St. Louis, Missouri. Further information on T.V. John is included in Attachment 2.

We have also added River City Consultants to our team. Scott Thompson and Doug Theis will be heading up the local survey and design effort. We will utilize their extensive local, pipeline and utility right of way design experience to assist with the design and permitting of the BioCNG pipeline. They are also a valuable resource to assist with local permitting and other data gathering. Further information on River City Consultants is included in Attachment 3.

Local pipeline contractors, electrical subcontractors and mechanical subcontractors will be utilized and managed by us to complete the BioCNG™ installation and CNG fueling station tie in.
Figure 1 depicts the Design/Build Team Organizational Chart. BioCNG, LLC will have overall responsibility for project, technical and construction management.

BioCNG Staff Experience

BioCNG, LLC has an experienced team of managers, design engineers and system commissioning engineers that have extensive experience in biogas management and biogas to CNG vehicle fueling systems. Figure 2 depicts BioCNG, LLC's Organizational Chart and the responsibilities of the following project staff.

Steve Wittmann
Senior Client Manager
Mr. Wittmann will be the project manager on the Grand Junction project. He has over 39 years of experience in the environmental engineering and construction field and was Owner and president of a design-build environmental construction company. Mr. Wittmann managed three of the BioCNG biogas conditioning and vehicle fueling systems that have been constructed. These systems are:

- The EPA, LMOP Project of the Year, St. Landry parish, Louisiana BioCNG project in 2012. Responsibilities included all system designs, equipment procurement, permitting, and integration with existing facilities, construction and start-up and training for the vehicle fueling system.
- The award winning Clean World Biodigester in Sacramento, California BioCNG project in 2013. Work included all system designs, equipment procurement, permitting, and integration with existing CNG fueling facilities and start up training for the biogas conditioning system.
- Project manager for the Zero Waste Energy digester project in San Francisco, CA. This project is currently underway at a food waste digester and includes a unique, custom boiler design and integration with a new CNG fueling station.

Garth R. Bowers, P.E.
Project Manager and Certifying Engineer
Mr. Bowers will be the certifying engineer on this project. He is a registered Professional Engineer in the State of Colorado as well as the States of Arizona, Nevada, New Mexico, Texas, and Utah. He has a broad range of civil and environmental engineering experience, with over 25 years of professional experience as a consultant in the southwestern United States. He has extensive experience in solid waste management issues, working on over 370 landfills and solid waste sites in 31 states throughout the US. This experience includes landfill gas evaluation, design, construction, and operation; utility design on sites and public rights-of-way; existing site assessments; solid waste permitting; landfill design; surface water hydrology and hydraulic design; stormwater management evaluations and design; closure design; post-closure monitoring and evaluations; and due diligence assessments for facility transfers.

Jay Kemp, PE, BCEE
Engineering Manager
Jay Kemp provides overall engineering leadership and support for both ongoing BioCNG projects and new proposals. He works closely with our team to ensure that quotes are consistent with all technical requirements. With more than 34 years of environmental engineering experience in wastewater treatment, waste management and environmental remediation, Jay has a specialized expertise in anaerobic digestion processes and biogas collection, storage, treatment and utilization systems and was the Project Manager for the Janesville WWTP BioCNG project.

Mark Torresani, P.E. V.P.
Technology Leader and BioCNG Developer and Patent Holder
Mr. Torresani will be the senior quality assurance officer on this project. He has over 26 years of experience as an engineer, project manager, and construction manager on local, regional, national, and international solid and hazardous waste and biogas projects. He works on developing and integrating the design, construction, and operation of environmental projects. He has prepared regulatory submittals,

permitting and construction plans, specifications, and operating plans. His project experience ranges from project planning to site closure, operations assistance, needs analysis, economic analysis, site redevelopment, site construction, and expert testimony.

Mr. Torresani is the developer of the BioCNG biogas conditioning system and is a patent holder on that design. He leads the project performance evaluations and continues to refine and improve the design and fabrication of the system. Work has included initial development, financial analysis, value engineering, permitting, site layout, integration with appropriately sized CNG fueling stations, startup and system operations.

Mike DiMaggio
Project Manager
Mr. DiMaggio will be responsible for BioCNG interaction with Unison Solutions, the BioCNG equipment fabricator. He has more than 40 years of experience in the solid waste industry on local, regional and national solid and hazardous waste projects. Mr. DiMaggio is a SWANA certified professional Landfill Manager and was the main point of contact and decision maker when the Dane County BioCNG project was implemented. Mr. DiMaggio was instrumental in the planning, implementation and staff training for the EPA LMOP Project of the Year, Rodefeld Landfill BioCNG project. He ran the system for nearly two years which fueled Dane County work trucks and other vehicles. He was responsible for suggesting design and fabrication changes that have improved system performance and ease of operation. Mr. DiMaggio is now a lead technology evaluator at BioCNG, LLC. He provides cost estimating and integration support for systems that are coupled with CNG fueling operations.

Kyle Kneser, P.E.
Project Engineer
Mr. Kneser is the lead BioCNG start up and commissioning engineer. He has 10 years of experience with biogas collection, control and design of odor control and energy generation projects. He was the BioCNG system installation engineer on the following projects:

- St. Landry Parish, LA BioCNG project
- Riverview Land Preserve, Riverview, MI BioCNG project
- Sacramento, CA, South Area Transfer BioCNG project

Mr. Kneser is an expert systems control engineer and also works on improving the BioCNG system design, patent applications and control and operation systems. His construction experience includes design/build of biogas to energy engine plants gas conditioning and compression plants and gas collection and control systems.

Safety Credentials

BioCNG, LLC/Cornerstone, LLC maintains a Health and Safety Program conforming to the best practices of organizations in our industry. Our goal is not only to reduce workplace accidents and injuries, but to surpass the best experience of other operations similar to ours. All staff that work on or near landfills and

other biogas projects have completed the OSHA 40 hour HAZWOPER training and maintain the annual the 8 hour refresher training. We adhere to relevant EPA, OSHA and NFPA Codes to minimize hazards during the introduction of flammable gases to piping and equipment. BioCNG, LLC is a pioneer in the implementation of NFPA 56 pipe and equipment purging regulations and has completed numerous purge plans and purges.

Figure 1

Perisigo Compressed Biogas Design/Build Project

Design/Build Team Organizational Chart

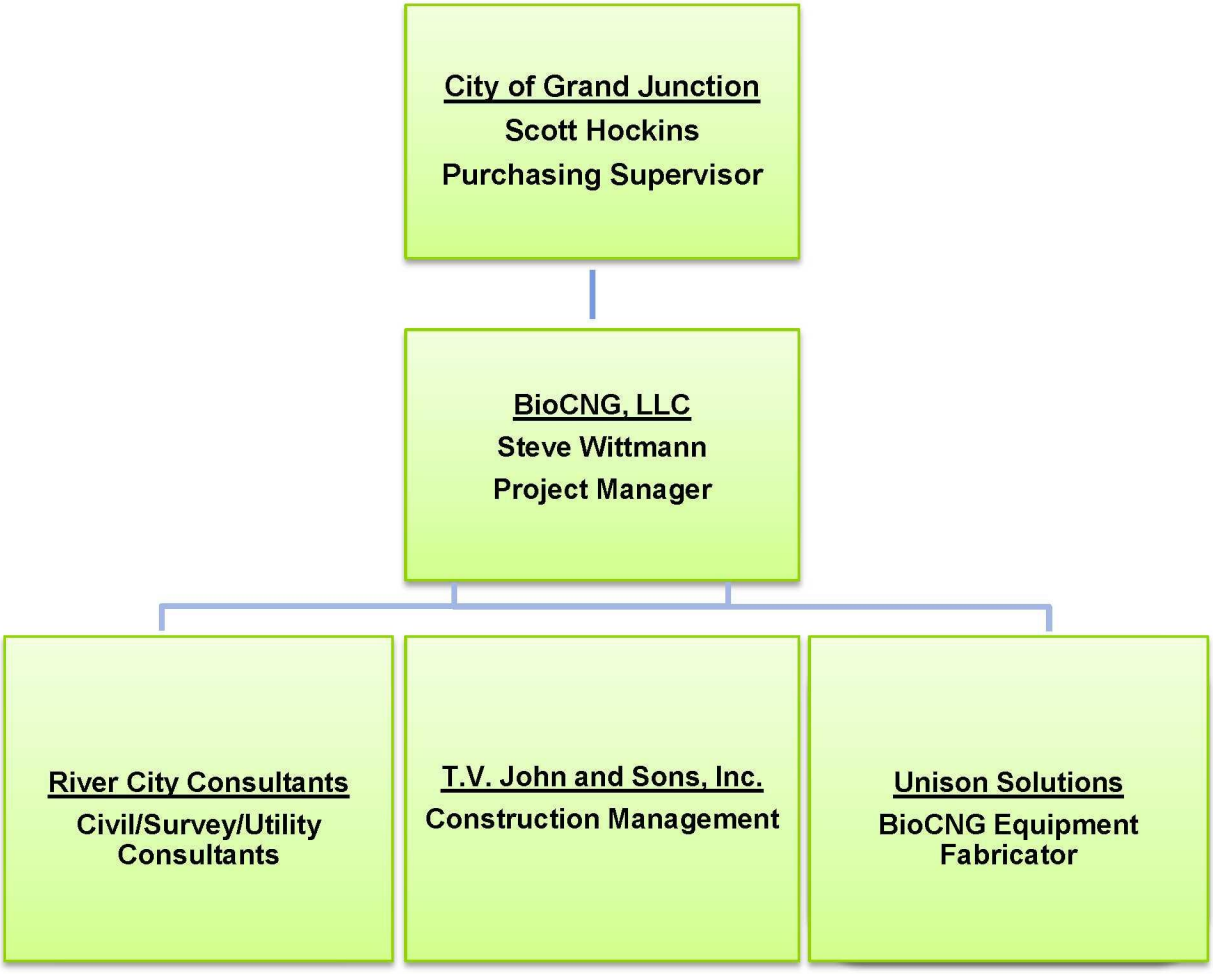
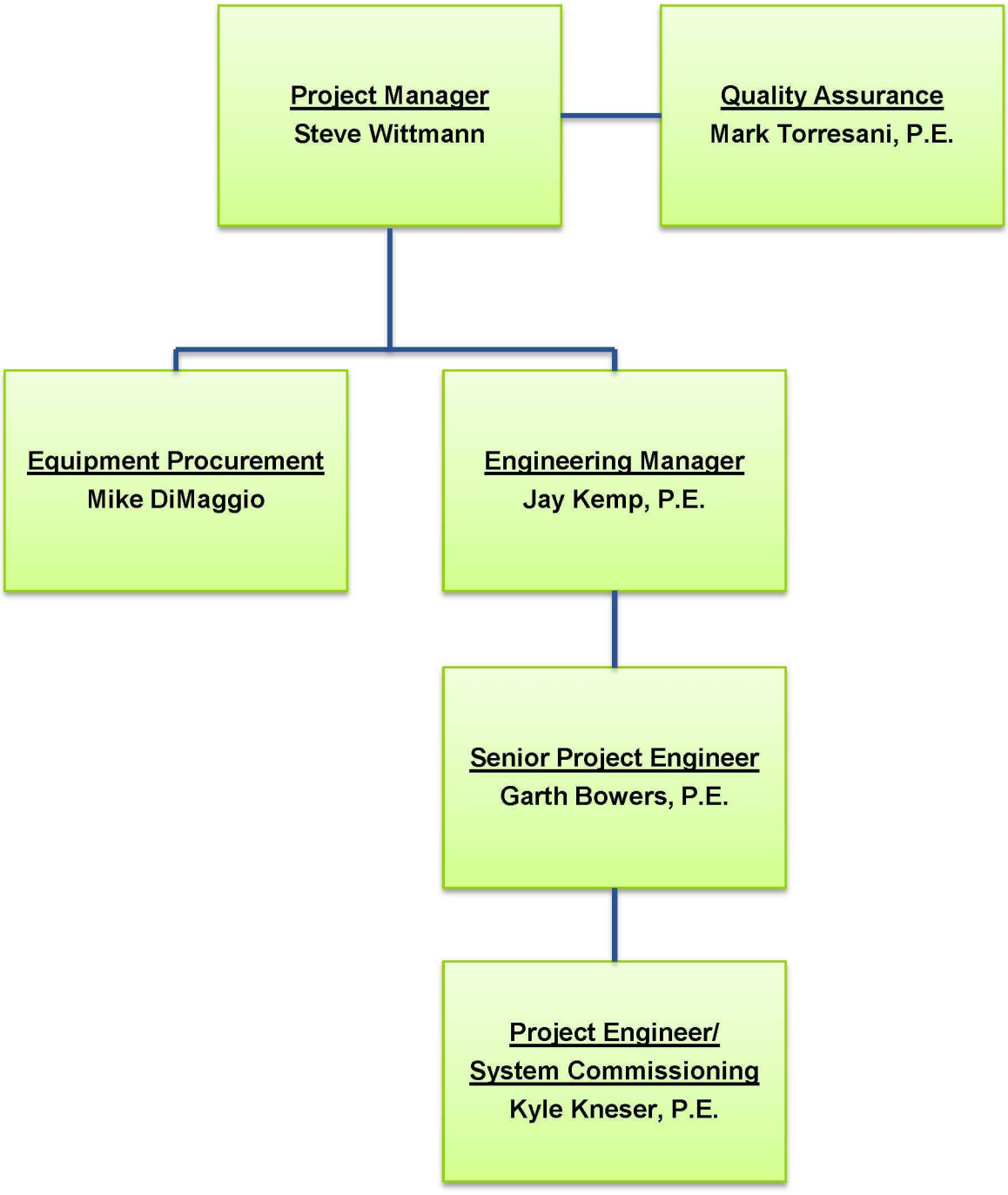


Figure 2
Perisigo Compressed Biogas Design/Build Project
BioCNG, LLC Organizational Chart



SECTION C

STRATEGY AND IMPLEMENTATION PLAN

Strategy and Implementation Plan

In response to your request, BioCNG, LLC has assembled a project team that has extensive biogas project experience and understands the issues associated with designing, constructing, and operating a biogas to vehicle fuel system. We are pleased to provide this proposal to the City of Grand Junction, CO (OWNER) for a Design/Build installation of biogas to CNG conditioning and pipeline system utilizing our patent pending BioCNG™ system. We understand that the biogas conditioning system will be deployed at the Owner's site located at 2145 River Road, and the BioCNG™ will be transported via pipeline to the Owner's existing CNG fueling site located at 333 West Avenue.

BioCNG, LLC will provide both skid mounted and loose equipment to process the WWTP biogas into CNG fuel and inject it into a BioCNG, LLC supplied pipeline. That pipeline will preferentially provide BioCNG fuel to the Owner's existing CNG fueling station. The BioCNG fuel pipeline will be installed along the corridor designated by the City in the RFP documents. The City's existing fueling station dryer and compression equipment will be used to process the fuel into the vehicles. BioCNG, LLC will engineer the system, provide permit submittals through the local building authorities, manage the construction, and commission and start up the system.

BioCNG, LLC proposes to include a BioCNG™ 100 biogas conditioning system, capable of processing the existing 83 standard cubic feet per minute (SCFM) of biogas into approximately 45 scfm, or approximately 500 GGE per day of BioCNG vehicle fuel that will meet SAE J1616 compressed vehicle fuel standards. The remaining tail gas will consist of approximately 38 scfm of 27% to 30% methane, over 60% carbon dioxide, and a trace of oxygen and nitrogen. The BioCNG™ 100 can process an additional 17 scfm of biogas over the current 83 scfm, and that will allow the Owner to increase WWTP flow from the existing 7.4 million gallons per day to approximately 8.9 million gallons per day without the need to add infrastructure to the BioCNG™ system, at the current biogas production rate. At that time, approximately 600 GGE/day can be produced from the biogas.

We have designed the biogas processing and storage system to efficiently utilize as much of the generated biogas as is currently economically practical. Currently, there may be times over the weekend during low fuel use that the existing biogas and planned BioCNG storage are full and the system will shut down. We can discuss options for additional BioCNG storage capacity and associated costs if it is desired to continue to process biogas during these prolonged periods of low fuel use. With the City's stated plans of increasing time filling and CNG fleet capacity, the cost for additional fuel storage may not be warranted.

During the pre-bid meeting held on February 26, 2014, it was stated that approximately 20% of the current biogas flow is being used in boilers to heat the digesters. In the future, all of the generated biogas will be diverted to BioCNG production and natural gas is proposed to be purchased to fuel the boilers. As an option, we propose to use our 300 Btu per cubic foot tail gas as fuel for the existing boilers and mix it with the minimum natural gas necessary to sustain combustion. In this manner, the tail gas energy content will be providing a benefit and less natural gas will need to be purchased. Contaminants such as hydrogen sulfide, volatile organic compounds and siloxanes are not present in this tail gas. We have worked with a specialty burner company to accomplish this in the past and have already spoken to them about this application. We have not included this boiler modification in our proposal, but we can coordinate this additional task if desired.

The BioCNG™ 100 system will function well at the anticipated 83 scfm of biogas currently being produced, and it has the capacity to process additional biogas as the WWTP capacity grows. The

operation and maintenance costs provided in this proposal are based on the proposed biogas flow of 83 scfm. As the WWTP capacity expands past the BioCNG™ 100's capacity, additional BioCNG™ units can be provided to process the additional biogas processing. Our site design will provide for the future expansion capability. Based on discussions held during the pre-bid meeting, we plan on not interconnecting the BioCNG control panel with the existing Siemens control panel in the WWTP. This was the desired approach based on the potential communication issues between panels. In order to facilitate remote monitoring of the BioCNG™ unit, we assume that an ethernet connection will be available.

Based on the reported 3,000 ppm of hydrogen sulfide in the biogas, we propose two sulfa treat vessels as a part of the BioCNG processing. This installation will also allow the BioCNG™ system to keep operating while the spent sulfa treat in one vessel is removed and the biogas flow is diverted through the second vessel. These vessels will be insulated and protected from winter weather.

The processed BioCNG will be compressed to 130 pounds per square inch (PSI), and regulated down to 95 psi prior to being transmitted into the pipeline. We will limit the BioCNG pipeline pressure to approximately 95 psi in order to minimize the gas pipeline regulatory and installation costs and provide for BioCNG storage in the pipeline at pressures over the minimum necessary to supply gas at the desired compressor inlet pressure. Storing the BioCNG in the pipeline at 95 psi will provide approximately five hours of BioCNG storage at the current production rate. In order for the City to make a decision on the cost of additional BioCNG storage, we have included an optional price for a BioCNG storage vessel that would store gas at 130 psi. This vessel will be able to store approximately eight hours of useable BioCNG production. When fueling demand increases, the stored BioCNG, along with the produced BioCNG will be released into the pipeline for increased BioCNG fueling capacity.

In addition to the approximately 5 hours of BioCNG storage capacity in the pipeline, additional biogas storage is available in the existing WWTP anaerobic digester gas-holder cover. Based on information provided by the City, approximately 24,000 cubic feet of biogas storage capacity is available in the gas holder. We propose to utilize this storage capacity after the BioCNG storage capacity is full during periods of low vehicle fuel use. If the WWTP gas holder is needed for additional biogas storage, approximately 5 hours of storage is available at the current biogas generation rate. This stored biogas would then be released to the BioCNG system at approximately the 100 scfm capacity of the BioCNG unit. In this manner, the BioCNG unit will be utilizing the current average 83 scfm of biogas generation plus approximately 17 scfm of the biogas storage. We anticipate that this storage volume will only be utilized on weekends and the stored biogas will be processed as fuel as soon as the fueling demand increases. Based on the reported gas holder storage volume and the BioCNG™ 100 processing capacity, the stored biogas volume will be reduced to normal operating conditions (83 scfm) in approximately 24 hours if the fuel demand is available. In rare cases, the BioCNG™ unit would shut down if the storage capacity is full and the fueling activities do not resume as anticipated.

As stated at the pre bid meeting, the City is planning on adding 10 new time fill posts in 2014 to fuel an expanded CNG fleet. Once the additional vehicles are added to the existing fleet, the need for fuel storage at the WWTP will greatly be reduced. BioCNG, LLC can assist the Owner with planning the fleet fueling sequencing to maximize BioCNG fuel use and minimize the need to store biogas or BioCNG.

The BioCNG fuel will be transmitted through a 4-inch diameter high density polyethylene (HDPE) pipe along the pipeline route designated in the request for proposal. A 4 inch diameter pipe is capable of transmitting the total expected BioCNG flow from the expanded 25 million gallon per day WWTP capacity. The planned BioCNG output from the existing 83 scfm of biogas is approximately 45 scfm, or

500 GGE/day of vehicle fuel. At the full planned expanded WWTP capacity of 25 million gallons per day, approximately 280 scfm of biogas will be produced using current biogas generation rates. That quantity of biogas can produce approximately 150 scfm of BioCNG, or 1,700 GGE/day. The 4-inch diameter pipeline is capable of transmitting this increased flow, although equipment other than the pipeline will not be sized for this increased flow as part of this proposal.

The BioCNG transmission pipeline will terminate adjacent to the existing natural gas fuel line at the existing CNG fueling station. BioCNG, LLC will interconnect to the existing CNG fueling station between the existing natural gas meter and the existing desiccant dryer. The required valves and piping will be provided for preferential use of the BioCNG during fueling operations. BioCNG, LLC has previously completed this type of interconnection and the flow of natural gas to the fueling equipment will be automated and seamless if the BioCNG production cannot keep pace with fueling demand.

Below is a summary of key BioCNG Project Components and a Task listing of Design Components:

Key BioCNG, LLC Procured and Installed Project Components

- Winterized, Skid mounted, BioCNG™ 100 gas conditioning and compression unit, expandable to grow with WWTP expansion
- Skid mounted BioCNG chiller and control panel
- Two insulated Hydrogen Sulfide removal vessels
- Concrete pads sufficient to support the Included BioCNG equipment
- Electrical power supply connection at the existing WWTP motor control center
- Required control and power cables between BioCNG components
- Below ground interconnection with the existing biogas flare supply line
- Below ground interconnection with the flare supply line for tail gas disposal
- Piping and valves to provide for biogas flaring when the BioCNG unit is off line
- Below ground condensate interconnection with the existing sanitary sewer system through an adjacent manhole
- BioCNG pipeline transporting compressed BioCNG to the existing fueling station
- Existing CNG fueling station integration and equipment to preferentially use BioCNG over CNG, and seamless switchover when CNG demand exceeds BioCNG production

KICKOFF MEETING

BioCNG, LLC proposes to start the project with a kick off meeting that will include BioCNG, LLC staff along with our construction management team member and our local civil/survey consultant, River City Consultants. During that kick-off meeting we will obtain additional site information, start to develop the preliminary design information, and discuss deliverables and project schedule.

TASK 1 – PRELIMINARY DESIGN AND LONG LEAD ITEM PROCUREMENT

1. Prepare Design Basis to include:
    a. Updated single line diagrams
    b. Facility general arrangement
    c. Equipment specification, for long lead equipment bids
    d. Procurement and construction schedule

e. Pipeline route confirmation
f. Identify permit requirements

TASK 2 – DESIGN PHASE SERVICES

1. Design of civil systems including:
    a. Facility general arrangement
    b. Site improvements
    c. Site utilities
    d. Site restoration
    e. Pipeline corridor survey and staking
    f. Storm water and erosion control design and permitting
    g. Easement descriptions on five private land parcels

2. Design of structural systems including:
    a. Geotechnical data review
    b. Foundations and/or soil-supported slab on grade and equipment pads.
    c. Establish performance requirements for seismic Zone 1

3. Design of mechanical piping systems including:
    a. Piping connections required between equipment
        - Existing blower/flare and BioCNG inlet and tail gas
        - Condensate management from BioCNG
        - BioCNG fuel gas connection to proposed pipeline
        - Pipeline connection to existing fueling station

4. Design of electrical systems including:
    a. Tie in to electrical service, power distribution, and grounding
    b. Data and system control.

5. Preparation of applicable civil, structural, mechanical, electrical, and technology specifications.

6. Prepare design documents that are suitable for construction and permitting purposes.

TASK 3 – SYSTEM PERMITTING

1. Provide design drawings and narrative to obtain the following permits
    a. City of Grand Junction Building Permit
    b. City of Grand Junction right of way access permit
    c. Colorado Department of Transportation right of way access permit
    d. City of Grand Junction Fire Marshall submittal
    e. Army Corps of Engineers coordination

TASK 4 - CONSTRUCTION PHASE DESIGN SERVICES

1. Contract administration and site supervision related to facility component construction
2. Review shop drawing submittals
3. Provide engineering interpretation as necessary
4. Run construction meetings and teleconference calls during the design and construction phases
5. Provide as-constructed documentation and documentation drawings
6. Provide applicable certifying engineer visits during construction

TASK 5 - COMMISSIONING AND PROJECT CLOSEOUT SERVICES

1. Manage the BioCNG™ unit and fueling system commissioning.
    a. Develop a Commissioning Plan
    b. Conduct system performance testing including:
        1.) Obtain and analyze inlet and outlet gas samples to confirm system operation
    c. Review Operations and Maintenance (O&M) Manuals for completeness.
    d. Issue two final O&M binders including all documentation and one electronic copy on CD or DVD.
2. Train designated City of Grand Junction staff during a three day start up and commissioning activity.

DESIGN ASSUMPTIONS

- Untreated biogas flow of 120,000 scf/day; 83 scfm. (Owner information)
- Biogas is delivered at the sulfur removal vessels at positive pressure.
- Average methane content of biogas is 64%. (Owner information)
- Maximum hydrogen sulfide content of biogas is 3,000 ppm. (Owner information)
- Average combined VOC and Siloxane content of biogas is 2,000 ppb.
- Electric power, 800 AMP, 480 Volt service, and required utilities are available within 50 feet of the proposed equipment location, and suitable for that equipment.
- The BioCNG control panel will be a stand-alone system and not be integrated with the existing Siemens system. (Owner information)
- Condensate disposal is available in on-site sanitary sewer system.
- BioCNG tail gas (approximately 38 scfm at 27% to 30% methane) can be combusted in the existing site flare.
- The proposed BioCNG pipeline is approximately 5.75 miles long based on the Owner provided pipeline route.
- The fueling station tie-in point is aboveground. (Owner information)
- Fueling station compressors are capable of compressing the BioCNG output and no modifications are required. (Owner information)
- Pipeline right-of-way and easements if necessary are provided by Owner. (Owner information)
- BioCNG, LLC will coordinate construction activities with the Army Corps of Engineers as necessary. Based on our experience with similar projects, we have included an allowance for

completing this activity. If unforeseen wetland or floodway mitigation activities are required, we will discuss this level of effort with the City before proceeding with the work.

We recommend as soon as the City awards this contract that a new sample of biogas be obtained and tested for major gas components (methane, carbon dioxide, oxygen and nitrogen), and volatile organic compounds, siloxanes and hydrogen sulfide. BioCNG, LLC will use the analytical data to confirm the included design and operation and maintenance budgets. If the biogas varies significantly from the assumed inlet conditions, BioCNG, LLC will provide recommendations in order to efficiently produce an acceptable CNG vehicle fuel from the biogas. We can discuss this item prior to the project kick off meeting and we could set up the required sampling containers to be shipped to the City.

PROJECT SCHEDULE

Presented below is our approximate schedule for completion of the work. Our completion time is based upon days after authorization to proceed. In addition, timely input from OWNER and permitting Agencies must be provided in order to meet this schedule. The below schedule indicates that the project could be online within approximately 10 months from issuance of the notice to proceed.

ESTIMATED PROJECT SCHEDULE[1]		
Schedule Work Item	**Start**	**End**
Authorization to Proceed and Equipment Down Payment (Assumed to be June 5, 2014)	Day 1	Day 1
Kickoff Meeting	Day 7	Day 7
Basis of Design Complete	Day 7	Day 28
Final Design and Permit Applications (6 weeks)	Day 28	Day 70
Permit Review and Issue (Assumed to be 8 weeks)	Day 70	Day 126
BioCNG Equipment Order (6 Months From Equipment Down Payment)	Day 7	Day 187
BioCNG Site Construction at WWTP	Day 126	Day 201
Pipeline Construction (4 Months From Permit Issue)	Day 126	Day 246
CNG Station Tie In	Day 246	Day 248
System Start Up and Commissioning	Day 256	Day 263
Issue BioCNG System O&M Manuals (O&M Manuals will be available at Commissioning)	Day 256	Day256
Issue BioCNG System and Pipeline As Built documentation	Day 248	Day 290

Notes:
(1) These are only estimated start and finish dates.
(2) Within 6 weeks of approved purchase order and equipment down payment receipt, BioCNG, LLC will provide a preliminary gas conditioning design package.

It is anticipated the City's time commitments will be limited during the design and construction phases of the project. Below is a listing of the anticipated activities expected of the City.

- We anticipate attendance at the Kick Off meeting and time related to assembling the required background documents in order for the project design to proceed.
- Design review should be limited to one to two weeks.
- Assistance in storm water management planning, erosion control plans and coordination with the Army Corps of Engineers, if required.
- City will be responsible for obtaining the additional easements on the five private parcels where the pipeline will cross.
- City attendance at routine construction progress meetings, assumed to be weekly during the pipeline construction.
- City staff availability during start up and commissioning, assumed to be three days.
- City's routine contract administration and management activities.

SECTION D

REFERENCES

References

Mr. Katry Martin
Executive Director
St. Landry Parish Solid Waste Disposal District
417 Solid Waste Road
Washington, Louisiana, 70589
337-826-5211
kmartin@slpsolidwaste.org

Mr. Steve Tourigny
Senior Vice President of Operations
CleanWorld
2330 Gold Meadow Way
Gold River, CA 95670
916-853-0325
steve.tourigny@cleanworld.com

Mr. Jeff Draper
Senior Vice President
Zero Waste Energy, LLC
3470 Mt. Diablo Blvd, Suite A215
Lafayette, CA 94549
925-297-0600
jeffd@zerowasteenergy.com

SECTION E
FEES

Fees

BioCNG, LLC proposes that the work described in this proposal will be completed for the Total Cost Not to Exceed (NTE) fees shown in the following table. These below Tasks and Costs are provided based on the Owner described Schedule of Values.

SCHEDULE OF VALUES

TASK	TYPE	TOTAL TASK COST
1- Schematic Design of BioCNG Installation and Pipeline	NTE	$171,473
A – Includes Preliminary and Final design and Project Administration		
2- Subcontractor Bidding	NTE	$58,500
A – Includes Project Administration, Bidding and SubContractor Agreements		
3- Construction of BioCNG Installation (Includes Permitting)	NTE	$1,181,718
4- Construction of Pipeline (Includes Permitting)	NTE	$1,291436
5- Project Close Out including System Start Up and Commissioning	NTE	$96,669
A – Includes Record Documents and System Start Up and Commissioning		
Total	NTE	$2,799,796

Additional work requested by the OWNER can be provided on a Time and Material basis based on the BioCNG 2014 Schedule of Values included in Attachment 4.

As discussed in the Design Assumptions above, BioCNG, LLC will coordinate construction activities with the Army Corps of Engineers (ACOE) as necessary. Based on our experience with similar projects, we have included an allowance of $15,000 for completing this activity. We will bill this activity separately as a Time and Material item. If unforeseen wetland or floodway mitigation activities are required, or if the ACOE requires additional permitting activity, we will discuss this level of effort with the City before proceeding with the work.

We are also including an optional price for additional BioCNG storage at the WWTP. As discussed in the proposal text, with the planned CNG fleet expansion, this storage may not be necessary at the current biogas generation rate. The additional installed price for a 30,000 gallon water capacity medium pressure storage vessel that would add approximately 8 hours of BioCNG storage at the current biogas generation rate is $140,000. We can discuss this option further with the City if desired.

The completed and signed SECTION 7.0: SOLICITATION RESPONSE FORM, RFP-3813-14-SDH "Persigo Waste Water Treatment Plant Bio-Fuel Design/Build Project", is included in Attachment 5. BioCNG, LLC has reviewed the included General Contract Terms and Conditions and we do not take exception to this document.

Upon final selection and contract negotiation, BioCNG, LLC will provide a schedule of values that includes the below BioCNG equipment payment schedule and progress payments that will be used for overall project billing.

BioCNG Equipment Cost and Payment Schedule

The described BioCNG equipment cost is included in the BioCNG Construction Tasks in the above table. The BioCNG equipment will be provided based on the following payment schedule. BioCNG equipment is proposed for a lump sum price of $929,736. This price does not include sales tax, fees, or other taxes. Fifty percent of the lump sum price ($464,868) is due and payable with your authorization to proceed with the project.

Forty percent of the lump sum price ($371,894) is due upon our written notice that the equipment is ready to ship to the job site. The remainder of the lump sum price ($92,974) is due "net-30 days" from the date of the start-up (not to exceed 60 days from date of shipment).

All pricing and proposed scope of work is based on information available to BioCNG, LLC at this time. If conditions change, unforeseen circumstances are encountered, or work efforts are redirected, the price may require modification.

Assumptions

1. We have proposed horizontal drilling of the pipeline for completing the parkway pipeline construction based on anticipated high water table issues in portions of the parkway adjacent to the Colorado River. Open trench excavation may be a less expensive option for this portion of the pipeline installation if conditions allow for it, and we will discuss this option with you if desired.
2. Water for pipeline horizontal drilling method is estimated to be in excess of 10,000 gal. If water source is from the hiking trail ditch or river, water can be pumped by hoses and save excess heavy truck traffic in the parkway. This option will be explored as part of the permitting process. The existing parkway sidewalk may not support the anticipated heavy truck traffic since some pavement areas are already experiencing decline. We propose to document existing pavement conditions prior to the start of construction. We would assist the City with a sidewalk repair allowance budget based on this preconstruction photo documentation. Care will be taken not to break sidewalk sections that are documented to be in good shape prior to starting construction.
3. Compacted gravel surface treatment will be included surrounding the concrete pads for the proposed BioCNG equipment. Other disturbed areas will be restored to exiting site conditions.
4. Additional fencing around the BioCNG equipment is not included in the pricing.
5. Owner agrees to pay for materials stored at time of material order.

BioCNG Operation and Maintenance Cost

Attachment 6 includes worksheets that summarize the operation and maintenance (O&M) costs for the BioCNG™ 100 operating at the current biogas flow of 83 scfm and at the maximum flow of 100 scfm. The annualized costs are provided along with the cost per GGE. The cost per GGE is very similar at $0.69 per GGE for 83 scfm and $0.65 per GGE for 100 scfm. While the cost for media change out is less

when operating at 83 scfm versus 100 scfm, the overall O&M cost is spread out over less GGE's produced at 83 scfm versus 100 scfm. As the WWTP expands, and additional BioCNG capacity is added, the overall cost per GGE will continue to be reduced.

Warranty

All new equipment is warranted as detailed in the Attachment 7. No performance warranty exists for the CO_2 separation membranes beyond startup except for physical damage or manufacturer defects. BioCNG, LLC warrants that the fuel produced by the BioCNG ™ system will meet SAE J1616 if the following criteria are met:

- Operation and maintenance of the BioCNG ™ system must be completed by in accordance with the BioCNG, LLC recommendations and written documentation of all operations and maintenance performed must be maintained by and provided to BioCNG, LLC upon request.
- The inlet raw biogas must meet the following minimum criteria in order for BioCNG, LLC to warrant fuel quality:
    - Methane gas concentration greater than 50 percent by volume,
    - Nitrogen gas concentration less than 5 percent by volume,
    - Siloxane & VOC gas concentration less than 1,500 ppbv,
    - Hydrogen sulfide gas concentration less than 1,000 ppmv
    - Oxygen gas concentrations less than 1.0 percent by volume
- The OWNER provided the below inlet raw biogas information. This information was used to predict the BioCNG fuel quantity and the anticipated O&M schedule and costs included in this proposal:
    - Methane gas concentration greater than 64 percent by volume,
    - Nitrogen gas concentration less than 2 percent by volume,
    - Siloxane & VOC gas concentration less than 1,500 ppbv,
    - Hydrogen sulfide gas concentration less than 3,000 ppmv (BioCNG has included two hydrogen sulfide removal vessels in order to accommodate the anticipated 3,000 ppm of hydrogen sulfide.)
    - Oxygen gas concentrations less than 1.0 percent by volume
    - The OWNER should note that not meeting the standards listed in Item 3, may reduce the quantity of BioCNG produced and increase the O&M cost of the BioCNG unit, but will not impact the performance Warranty, as long as minimum standards listed in Item 2 above are met.
- Inlet raw biogas is sampled for laboratory analysis at the same time as the outlet fuel is sampled (so they may be compared).
- Owner's fueling station properly performs the final stage of gas drying and compression.

ATTACHMENT 1
BIOCNG EQUIPMENT AND PROJECT DESCRIPTIONS

TECHNICAL PRODUCT SPECIFICATION

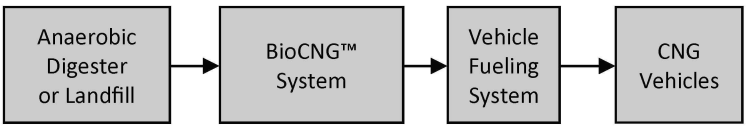
WWW.BioCNG.US

March 2013

How does it work?

- Biogas is piped to the BioCNG™ System (Patent pending) from a landfill or anaerobic digester
- Hydrogen Sulfide (H_2S), Moisture (H_2O), Siloxanes, Volatile Organic Compounds (VOC), and Carbon Dioxide (CO_2) are removed
- Fuel is piped to a CNG fueling system and compressed for use in CNG vehicles

Shown with optional enclosure



PERFORMANCE SPECIFICATIONS

	BioCNG™ 50	BioCNG™ 100	BioCNG™ 200
Biogas Inlet Flow Required (scfm)	50	100	200
Fuel Production (GGE/day)	200-300	375-600	775-1,200

BIOGAS SPECIFICATIONS

Biogas Conditions	Typical Raw Biogas Inlet	Typical Product Gas to Fueling System	Waste Gas
Methane (CH_4):	> 50%	> 91%	> 21%
Carbon Dioxide (CO_2):	< 50%	< 4%	< 75%
Nitrogen (N_2):	< 5%	< 8%	< 5%
Oxygen (O_2):	< 1%	<0.5%	< 2%
***Hydrogen Sulfide (H_2S):**	<1,000 ppmv	<5 ppmv	< 5 ppmv
***Siloxanes and VOCs:**	<2,000 ppbv	<100ppbv	< 100ppbv

* BioCNG can accept more of these compounds. Raw Biogas should be analyzed in order to predict operation cost.

For more information contact:
Kay Turgeson biocnginfo@biocng.us

DIMENSIONS AND CLEARANCES

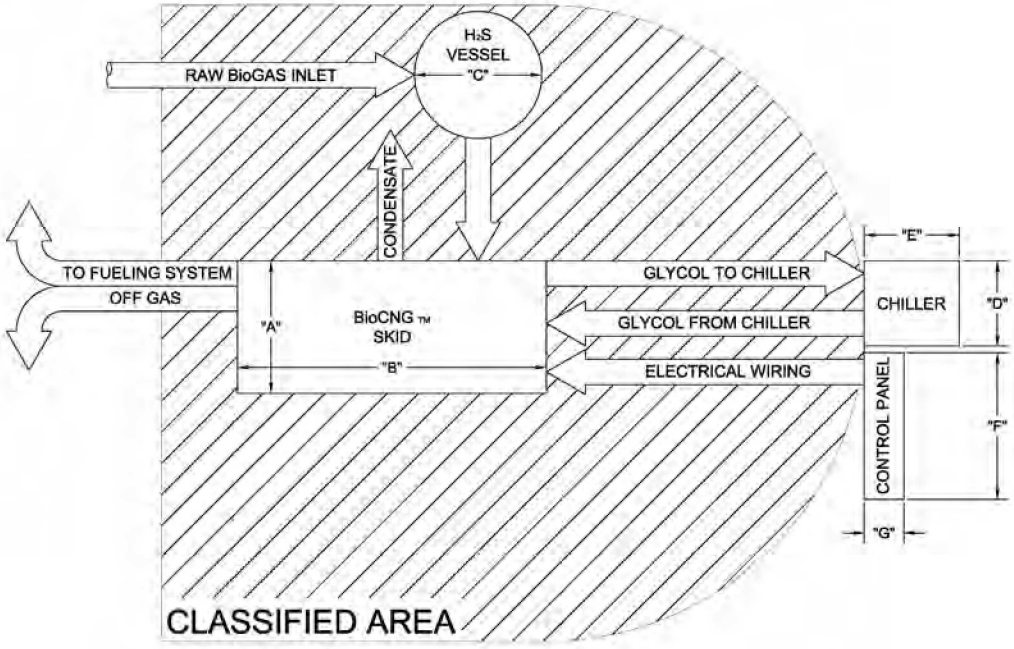
	BioCNG™ 50	BioCNG™ 100	BioCNG™ 200
BioCNG™ Skid - : A x B x Height	11'W x 18'L x 12'H	11'W x 18'L x 12'H	12'W x 19'L x 12'H
H_2S Removal Vessel: C x Height	6' x 15'H	8' x 17'H	10' x 17'H
Control Panel: G x F x Height	18"W x 61"L x 75"H	18"W x 61"L x 75"H	18"W x 61"L x 75"H
Chiller: D x E x Height	35"W x 48"L x 43"H	54"W x 78"L x 86"H	54"W x 78"L x 86"H
System Operating Weight (lbs): BioCNG™ Skid/H_2S Removal Vessel/ Control Panel/Chiller	11,000/20,000/ 1,000/2,000	13,000/45,000/ 1,000/3,000	15,000/65,000/ 1,000/4,000

Dimensions do not include required installation or maintenance clearances and are subject to change

Typical BioCNG™ system layout.

This is for representation purposes only. Many different layouts are possible depending on site constraints.

The BioCNG sales team can discuss your specific site requirements to help you plan an appropriate system configuration.



UTILITY SPECIFICATIONS*

	BioCNG™ 50	BioCNG™ 100	BioCNG™ 200
Electrical Requirements	480 VAC/3Ø/60 Hz.	480 VAC/3Ø/60 Hz.	480 VAC/3Ø/60 Hz.
Full Load Amps (FLA)	60	90	140
Parasitic Load, kW (approximate)	32	54	70
Condensate Drain - Gallons Per Day	27	55	110
*Does not include vehicle fueling system			

PROCESS CONNECTIONS

	BioCNG™ 50	BioCNG™ 100	BioCNG™ 200
Raw Biogas Inlet	3”	4”	4”
Product Gas to Fueling System	2”	3”	3”
Off Gas	2”	3”	4”
Condensate	1”	1”	1”

BioCNG, LLC, 8413 Excelsior Drive, Suite 160, Madison, WI 53717 www.biocng.us

Sacramento, CA

BioCNG Biogas to CNG Vehicle Fuel

Project Fact Sheet

BioCNG™

Vehicle fuel for a green future

CERF Clean Energy Renewable Fuels

clean world

ATLAS DISPOSAL

KEEPING IT GREEN SINCE 1998

Sacramento, CA

BioCNG Biogas to CNG Vehicle Fuel
Project Fact Sheet

Biogas Source	Food Waste Digester - Clean World Partners
Size	25-100 TPD
Gas Collected *(entire site)*	100 scfm
Other Gas Use	Reciprocating engine and a future boiler for burning waste gas
Available Gas for CNG	100-300 scfm
Size of BioCNG Unit	BioCNG 100 and BioCNG 200
Equipment	H_2S removal, chilling, VOC/Siloxane removal, CO_2 removal; two low pressure, 275 psi, 18,000 gallon water capacity storage vessels; waste gas and backup flare connection to natural gas fueling station for additional capacity
Fueling Station	Equipment by Clean Energy
Start-up Date	May 2013
Fuel Production (GGE)	500-1500 GGE/Day
Waste Gases	Power generation and/or waste heat boiler
Back Up For CNG Fueling	Natural gas
Fleet Size/Type	Atlas Disposal refuse trucks, buses and other third party users

	Typical BioCNG Sizing and Cost Information				
System size	**Biogas inlet flow (scfm)**	**Typical Fuel Production (GGE/day)**	**Typical CapX ($million)**	**Typical O&M ($/GGE)**	**Typical Total fuel cost ($/GGE)**
BioCNG 50	50	200-300	1.2	1.06	1.77
BioCNG 100	100	375-600	1.5	0.82	1.19
BioCNG 200	200	775-1200	2.0	0.64	0.52

Notes:

1. Cap x includes BioCNG conditioning unit and fueling station.
2. Grants, subsidies, tax credits not included.
3. Assumes 10 year financing at 4%.
4. BioCNG is qualified to receive Renewable Fuel Standard Credits. Financial impact will depend on the project-specific operating scenario, and can be up to $1/GGE.
5. Does not include road tax
6. Assume 60% methane

BioCNG™
www.biocng.us

For more information, please contact:

KayTurgeson - **(630) 410-7202**
biocnginfo@biocng.us

Riverview Land Preserve, MI

BioCNG Biogas to CNG Vehicle Fuel

Project Fact Sheet

BioCNG™

Vehicle fuel for a green future

For more information, please contact:

Kay Turgeson
Assistant Business Manager

630.410.7202
biocnginfo@biocng.us
http://www.biocng.us

Riverview Land Preserve, MI

BioCNG Biogas to CNG Vehicle Fuel

Project Fact Sheet

Biogas Source	MSW Landfill
Size *(MGD)*	3,000-4,000 TPD, depending on season
Gas Collected *(entire site)*	4,400 scfm
Gas Quality	Methane (CH4) - 52%, but extracting from a richer area for BioCNG
Flares	2,100 scfm open flare 4,000 scfm open flare
Other Gas Use	Landfill gas-to-energy plant owned by Riverview Energy Systems (a joint owned firm by DTE Biomass and Landfill Energy Systems) with two Caterpillar Solar turbines producing 6.4 MW
Available Gas for CNG	100 scfm
Size of BioCNG Unit	BioCNG 100
Components	H_2S removal, chilling, VOC/Siloxane removal, CO_2 skid-mounted/ winterized
Fueling Unit	ANGI Fueling Station
Start-up Date	April 2013
Fuel Production (GGE)	450-550 GGE/Day (approximate maximum)
Waste Gases	Routed to turbine plant and flares
Back Up For CNG Fueling	Natural gas to be piped in at approximately 10 psi
Fleet Size/Type	Starting with two vehicles; City implementing a conversion program as vehicles are replaced
Outside Users	Adjacent municipalities and landfill customers

	Typical BioCNG Sizing and Cost Information				
System size	**Biogas inlet flow (scfm)**	**Typical Fuel Production (GGE/day)**	**Typical CapX ($million)**	**Typical O&M ($/GGE)**	**Typical Total fuel cost ($/GGE)**
BioCNG 50	50	200-300	1.2	1.06	1.77
BioCNG 100	100	375-600	1.5	0.82	1.19
BioCNG 200	200	775-1200	2.0	0.64	0.52

Notes:

1. Cap x includes BioCNG conditioning unit and fueling station.
2. Grants, subsidies, tax credits not included.
3. Assumes 10 year financing at 4%.
4. BioCNG is qualified to receive Renewable Fuel Standard Credits. Financial impact will depend on the project-specific operating scenario, and can be up to $1/GGE.
5. Does not include road tax
6. Assume 60% methane

St. Landry, LA

BioCNG Vehicle Fuel Project Fact Sheet

BioCNG™

Vehicle fuel for a green future

St. Landry, LA

BioCNG Vehicle Fuel Project Fact Sheet

Biogas Source	MSW Landfill
Disposal Rate *(average tons per day)*	275 TPD
Gas Collected *(entire site)*	300 scfm
Gas Quality	Methane (CH_4) - 55-58%
Flare	Onsite flare used continuously
Other Gas Use	None
Available Gas for CNG	50 scfm
Size of BioCNG Unit	BioCNG 50
Components	H_2S removal, chilling, VOC/Siloxane removal, CO_2 removal, skid-mounted
Fueling Unit	Air & Gas Technology-fast fueling, single compressor
Start-Up Date	March 2012
Fuel Production (GGE)	Up to 250 GGE/day
Waste Gases	Landfill flare
Back Up For CNG Fueling	Gasoline bi-fuel vehicles
Fleet Size/Type	15 sheriff and public works vehicles

	Typical BioCNG Sizing and Cost Information				
System size	**Biogas inlet flow (scfm)**	**Typical Fuel Production (GGE/day)**	**Typical CapX ($million)**	**Typical O&M ($/GGE)**	**Typical Total fuel cost ($/GGE)**
BioCNG 50	50	200-300	1.2	1.06	1.77
BioCNG 100	100	375-600	1.5	0.82	1.19
BioCNG 200	200	775-1200	2.0	0.64	0.52
	Notes: 1. Cap x includes BioCNG conditioning unit and fueling station. 2. Grants, subsidies, tax credits not included. 3. Assumes 10 year financing at 4%. 4. BioCNG is qualified to receive Renewable Fuel Standard Credits. Financial impact will depend on the project-specific operating scenario, and can be up to $1/GGE. 5. Does not include road tax 6. Assume 60% methane				

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www.biocng.us

For more information, please contact:
KayTurgeson - **(630) 410-7202**
biocnginfo@biocng.us

Dane County, WI

BioCNG Vehicle Fuel Project Fact Sheet

BioCNG™

Vehicle fuel for a green future

Dane County, WI

BioCNG Vehicle Fuel Project Fact Sheet

Biogas Source	MSW Landfill
Disposal Rate *(average tons per day)*	675 TPD
Gas Collected *(entire site)*	1600 scfm
Gas Quality	Methane (CH_4) - 50-55%
Other Gas Use	6.4 MW LFGTE Plant
Available Gas for CNG	50 scfm
Size of BioCNG Unit	BioCNG 50
Components	H_2S removal, chilling, VOC/Siloxane removal, CO_2 removal, skid-mounted/winterized
Fueling Unit	ANGI-fast fueling, single compressor with expansion capability
Start-up Date	March 18, 2011
Fuel Production (GGE)	Up to 250 GGE/day
Waste Gases	Routed to engines for destruction
Back Up For CNG Fueling	NG will be available on site
Fleet Size/Type	Approximately 19 pickups and cars - county vehicles
Outside Users	None at this time
Performance Issues	None

	Typical BioCNG Sizing and Cost Information				
System size	**Biogas inlet flow (scfm)**	**Typical Fuel Production (GGE/day)**	**Typical CapX ($million)**	**Typical O&M ($/GGE)**	**Typical Total fuel cost ($/GGE)**
BioCNG 50	50	200-300	1.2	1.06	1.77
BioCNG 100	100	375-600	1.5	0.82	1.19
BioCNG 200	200	775-1200	2.0	0.64	0.52

Notes:

1. Cap x includes BioCNG conditioning unit and fueling station.
2. Grants, subsidies, tax credits not included.
3. Assumes 10 year financing at 4%.
4. BioCNG is qualified to receive Renewable Fuel Standard Credits. Financial impact will depend on the project-specific operating scenario, and can be up to $1/GGE.
5. Does not include road tax
6. Assume 60% methane

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www.biocng.us

For more information, please contact:
KayTurgeson - **(630) 410-7202**
biocnginfo@biocng.us

Janesville, WI

BioCNG Vehicle Fuel Project Fact Sheet

BioCNG™

Vehicle fuel for a green future

Photos courtesy Unison and AECOM

Janesville, WI

BioCNG Vehicle Fuel Project Fact Sheet

Biogas Source	WWTP digester
Size *(MGD)*	18 MGD
Gas Collected *(entire site)*	200 scfm
Gas Quality	Methane (CH_4) - 62%
Flare	Available
Other Gas Use	Combined heat and power with micro turbines
Available Gas for CNG	50 scfm
Size of BioCNG Unit	BioCNG 50
Components	H_2S removal, chilling, VOC/Siloxane removal, CO_2 removal; (4) 48" inflatable gas storage spheres
Fueling Unit	ANGI fast fueling station
Start-up Date	February 2011
Fuel Production (GGE)	Up to 275 GGE/day
Waste Gases	Routed to turbines for destruction
Back Up For CNG Fueling	NG backup through the use of a manual three-way valve
Fleet Size/Type	Vehicles on order
Outside Users	None at this time
Performance Issues	None

	Typical BioCNG Sizing and Cost Information				
System size	**Biogas inlet flow (scfm)**	**Typical Fuel Production (GGE/day)**	**Typical CapX ($million)**	**Typical O&M ($/GGE)**	**Typical Total fuel cost ($/GGE)**
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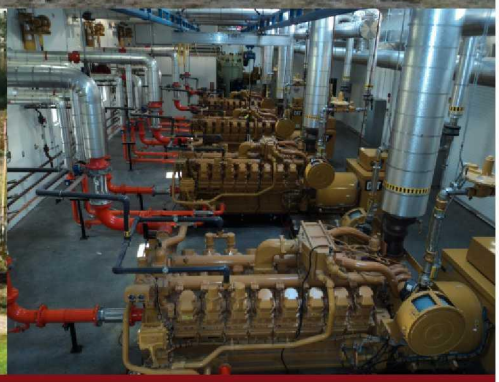
ATTACHMENT 2
T.V. JOHN AND SONS QUALIFICATIONS

TVJ
Construction Services



T.V. John & Son, Inc.

Statement of Qualifications

5201 N. 124th Street Butler, WI 53007 PH (262) 781-9304 Fax (262) 781-9406 www.tvjohn.com

TVJ Construction Services

WWW.TVJOHN.COM

Index

Your Partner For Building Success

T.V. John & Son, Inc.
5201 N. 124th St.
Butler, WI 53007

PH 262.781.9304
FAX 262.781.9406
www.tvjohn.com

TVJ Construction Services

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Executive Summary

Vision Statement

We partner with our clients to become their trusted advisor for project planning and construction services which leads to outstanding construction projects.

Mission Statement

Our client's success is our highest priority. We have a solid team of industry experts who ensure project success through:

- Proper Planning
- Effective Communication
- Systematic Project Management
- Total Quality Management

Project Planning & Construction Service Programs

T.V. John & Son, Inc (TVJ) offers a full range of construction services throughout the United States that are delivered in numerous ways to fit our clients' needs for any project size. The specific services are detailed later in this SOQ. Programs include:

- RFP Assistance for Planning & Budgeting
- Pre-Construction Planning & Budgeting
- Construction Management
- Owner's Representative
- Engineer-Procure-Construct (EPC)
- Design-Build
- General Construction

About T.V. John & Son, Inc.

T.V. John & Son, Inc. (TVJ) is a Wisconsin-based corporation established in 1954 as a general and specialty trade contractor. We have extensive experience in managing construction projects, as well as expertise in self-perform masonry, concrete, carpentry and miscellaneous demolition work.

TVJ has been a family-owned business since 2001. We have continually diversified our service offerings to coincide with the needs of our clients. Since 1999 TVJ has completed over 110 school construction projects, over 30 water and wastewater projects, and several dozen miscellaneous capital improvement construction projects. In addition to serving clients in Wisconsin, we developed a national business model in 2005 to provide project planning and construction services for clients that have a multi-state presence. Since making this move, we have completed over 70 multi-million dollar projects in 29 different states across the USA for the Energy, Big Box / Retail and Water & Wastewater Markets.

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Butler, WI 53007

PH 262.781.9304
FAX 262.781.9406
www.tvjohn.com

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Executive Summary (continued)

Safety

T.V. John & Son, Inc. (TVJ) promotes and exercises a zero accident culture with our employees, subcontractors and as our work affects the public. Safety in all TVJ Operations is not a corporate goal, it is a requirement! To this end, we have formulated a written safety policy to govern all the operations of TVJ. It is a condition of employment with TVJ that all employees must adhere faithfully to the requirements of this policy and the safety rules, instructions and procedures issued in conjunction with it. Failure to do so will result in disciplinary action.

The safety program has been developed to serve as a guide in achieving the following:

- The uniform coordination of a safety program that will be in compliance with established industry practices and implementation of OSHA and CAL/OSHA Safety and Health Standards
- Establish clear lines of communication, responsibility and accountability for safety programming throughout T.V. John & Son, Inc, and all of its subsidiaries.
- Elimination of personal injury, general liability, and property damage losses, thus reducing losses to TVJ, Subcontractors, Owners, and Customers
- Strive to develop realistic and workable safety policies.

Total Quality Management (TQM)

The TVJ Total Quality Management (TQM) program assures the effective and efficient completion of construction projects, beginning during the project design phase by utilizing proven control procedures. During the project bidding phase TVJ's TQM program utilizes a detailed work category description procedure to clearly define the work scopes for all construction trades required on every project. This addresses gaps and overlaps between construction trades and reduces project change orders. Another control procedure in our TQM is setting the project schedule during the bidding phase. This establishes the performance expectations for all trade contractors. The TVJ TQM program's success is based on the use of checklists, close coordination with vendors, effective and regular communication with the entire project team and continuous construction schedule monitoring. TVJ's TQM also utilizes installation manuals detailing owner requirements through the use of photos and text to ensure client specific expectations are met for system installations.

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Butler, WI 53007

PH 262.781.9304
FAX 262.781.9406
www.tvjohn.com

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Project Planning & Construction Services

T.V. John & Son, Inc (TVJ) offers a full range of services that are delivered in numerous ways to fit our clients' needs. The TVJ Service Programs include; RFP Assistance, Pre-Construction Planning & Budgeting, Construction Management, Owner's Representative, Engineer-Procure-Construct (EPC), Design-Build and General Construction. Specific services that TVJ can provide include:

PRE-CONSTRUCTION

Project Planning

- Prepare Project Summary Document & Checklist for Design & Approvals
- Develop Preliminary Project Schedule
- Assist in the collection of all data for Owner Supplied Equipment & Material (Owner Direct Purchases)
- Develop Preliminary Project Budget by creating 50% Work Category Descriptions based on 25% Design Documents
- Develop Project Communication Plan

Design

- Review Project Design Checklist
- Assist With Design Selection Process & Consultants Needed
- Perform Design Document review at 50% complete and 90% complete for a Constructability Review
- Analyze design cost estimates & identify areas for potential cost savings
- Monitor Schedule & Identify Long Lead Items
- Expedite Design Process
- Conduct Project Meetings & Take Minutes
- Assist with Regulatory Approvals
- Review Construction Delivery Options

Procurement & Bidding

- Review Project Bid Checklist
- Develop Bidding & Construction Schedule
- Conduct Extensive Search for Quality Trade Contractors To Bid on the Project
- Write Work Category Descriptions
- Manage the Project Bid Process
- Facilitate a Pre-Bid Meeting
- Coordinate Owner Direct Purchases
- Expedite the Answering of Bid RFIs
- Prepare Bid Analysis and Contractor qualification information and Review Details with Client.

CONSTRUCTION

Project Start-Up

- Write construction trade contracts & Ensure proper insurance coverage is obtained
- Review Project Start-up Checklist
- Establish Project Communication Plan
- Set All Project Safety Expectations
- Prepare Cash Flow Projections
- Set Delivery Dates for Owner Direct Purchases
- Establish A Firm Construction Schedule
- Hold a Pre-Construction Meeting for all Trade Contractors and the TVJ Site Superintendent.

Construction

- Monitor Onsite Construction Activities
- Review Payment Requests & Make Payment Recommendations for all Invoices
- Establish Running Punchlist
- Document Project Scope & Design Changes.
- Negotiate & Document Change Orders
- Monitor Project Budget
- Conduct Daily Quality Control and Safety Inspections.
- Write and Distribute Daily Work Reports & Photos.
- Write and Distribute Weekly Project Update Summaries with 3-Week Look Ahead Schedules.
- Work to Resolve Disputes that Arise
- Perform all Project Closeout Reviews including inspections, punchlist completion, receipt of O&M and warranties, permit signoffs, owner training and secure occupancy permit.

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5201 N. 124th St.
Butler, WI 53007

PH 262.781.9304
FAX 262.781.9406
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TVJ Construction Services

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Energy Market Overview

Over $295 Million of Renewable Energy work in place

Over 209 Mega Watts of Power Produced

Over 60 Projects Completed in 25 States

Installed to Date
156 ~ 800 KW Gensets
53 ~ 1.6 MW Gensets

Construction of over 60 Biogas facilities in 7 years and 25 States has made T.V. John & Son, Inc. the #1 Biogas Contractor in the USA. Project Types Include Biogas to Electricity, Biogas to Compressed Natural Gas (CNG) and Biogas Treatment. These facilities generally include masonry buildings that vary in size from 4,000 SF to 12,000 SF. The roof structure is constructed of structural steel framing with decking covered by a fully adhered membrane roof system and insulation. The floors are reinforced structural concrete slabs with various reinforced equipment pads. The facilities house between one (1) and eight (8) Caterpillar engine generator sets with all support equipment. The support equipment includes the gas compressor and aftercooler, radiators, and silencers. The control rooms contains the facility switchgear and motor control center.

Construction trades coordinated by TVJ include; Excavation /Grading, Site Utilities, HDPE Piping, Concrete , Masonry, Steel Supply, Steel Erection, Carpentry, Roofing, Caulking, Hollow Metal Doors, Overhead Doors, Glazing / Aluminum Windows, Skylights, Drywall, Acoustical Ceiling, Painting, Bath Accessories, Process Piping, Plumbing, HVAC, Electrical.

The following two pages list the TVJ Energy Projects.

Your Partner For Building Success

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Butler, WI 53007

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FAX 262.781.9406
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Energy Market Projects

Northwest Regional	Surprise, AZ
Chestnut Ridge	Heiskel, TN
DFW Chiller	Lewisville, TX
Herkimer (Oneida-Herkimer)	Boonville, NY
King George Sulfa-Treat	King George, VA
Lockwood	Sparks, NV
Pine Tree Acres Sulfa-Treat	Lenox, MI
Springhill	Campbellton, FL
West Camden	Camden, TN
St. Nicephore	Quebec, Canada
Alliance	Taylor, PA
Arden	Washington, PA
Austin Community	Austin, TX
Bethel	Chaffee, NY
Burnsville	Burnsville, MN
CDSL	Coconut Creek, FL
Chaffee	Chaffee, NY
Chaffee Expansion	Chaffee, NY
Columbia Ridge	Arlington, OR
Crossroads	Norridgewock, ME
DAD's	Aurora, CO
Dallas Ft. Worth	Lewisville, TX
Deer Track	Watertown, WI
Deer Track Park Addition	Watertown, WI
Douglas City	Bennington, NE
Eagle Valley	Orion, MI
Eco Vista	Springdale, AR
Farmers Branch (Camelot Landfill)	Lewisville, TX
Fitchburg	Westnubsterm, MA
Fitchburg Expansion	Westnubsterm, MA
Five Oaks	Taylorville, IL

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Energy Market Projects (continued)

High Acres	Fairport, NY
King George	King George, VA
Lake Mills (Central Disposal)	Lake Mills, IA
Madison County	Canastota, NY
Mesquite Creek	New Braunfels, TX
Middle Peninsula	Saluda, VA
Naples	Naples, FL
New Milford	New Milford, CT
Northern Oaks	Harrison, MI
Omega	Germantown, WI
Piedmont	Kernersville, NC
Pine Tree Acres	Lenox, MI
Prairie View	Wilmington, IL
Ridgeview	Whitelaw, WI
Riverbend	McMinnville, OR
Rolling Meadows	Topeka, Kansas
Skyline	Ferris, TX
Skyline Chiller	Ferris, TX
Spruce Ridge	Glencoe, MN
Spruce Ridge Addition	Glencoe, MN
Suburban	Glenford, OH
Superior	Savannah, GA
Timberline	Weyerhaeuser, WI
Timberline Trail RDG Addition	Weyerhaeuser, WI
Turnkey	Rochester, NH
Two Pine	Little Rock, AR
Westside	Ft. Worth, TX
Woodland	Elgin, IL
Geneva	Geneva, OH
Mahoning	New Springfield, OH

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FAX 262.781.9406
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Big Box Retail Market Overview

T.V. John & Son, Inc. (TVJ) has utilized it's proven and successful national construction business model to build facilities for the Big Box Retail market. The current TVJ Staff has constructed 98 of these facilities in 20 States across the United States (USA).

TVJ has built 9 "Menards" home improvement supercenters in 6 States. These projects total over 1,900,000 square feet of retail space under roof. These projects were located in:

Dayton, Ohio	$4,500,000.00
Chesterfield, Michigan	$6,100,000.00
Springfield, Illinois	$6,500,000.00
St. Peters. Missouri	$4,900,000.00
Livonia. Michigan	$5,700,000.00
Evendale. Ohio	$3,200,000.00
Cheyenne, Wyoming	$4,100,000.00
Cedar Falls, Iowa	$2,800,000.00
Manchester, Missouri	$4,300,000.00

Other Retail / Distribution Facilities Recently Constructed by TVJ

Carpet City Warehouse, Wisconsin $1.2M

Wirtz Beverage Warehouse & Distribution Center, Wisconsin $1.6M

Culvers Restaurant, Wisconsin $600K

TVJ Staff

98 Total Retail Projects

38 Market Retail Projects

20 States

9 Supercenters

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TVJ Construction Services

WWW.TVJOHN.COM

Water & Wastewater Market Overview

T.V. John & Son, Inc. (TVJ) has completed over 30 Water & Wastewater projects in the State of Wisconsin. Utilizing our proven and successful national business model and our expertise in the Water & Wastewater Market TVJ is completing a project for one of it's nationwide clients in California. TVJ is a leader in the Water & Wastewater Market with over $24,000,000 of projects in place.

Project Types include: Pump Houses, Storage Tanks, Effluent Filtration, Treatment Facilities, Lift Stations, Well Houses, Reservoirs, Iron Filters, Booster Pump Stations, Sludge Storage Tanks, Wells, Radium Treatment, Clarifiers, Headworks Facilities, Screening, Specialty Equipment, Back-up Electricity Generation.

The following page lists the TVJ Water & Wastewater Projects through early 2013.

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Water & Wastewater Market Projects (Through Early 2013)

Well No. 8 GAC Filter	West Bend, WI
Well No. 11 Pumping Station	New Berlin, WI
Wells No. 3 & 4 Pumping Stations	Eagle, WI
Ethan Allen WWTP Improvements	Wales, WI
Well #8 Pumphouse	Sun Prairie, WI
Sludge Storage Tank Addition	Burlington, WI
Unit Well No. 29 Construction	Madison, WI
Water & Wastewater Additions	Oconomowoc, WI
Wellhouse #4 Construction	Cottage Grove, WI
Well #2 and Various Sites	Hartland, WI
Deep Well & Pumpstation	Pewaukee, WI
Wellhouse & Reservoir, Westshore Subdivision	Oconomowoc, WI
Well No. 3 Treatment Plant	Darien, WI
Effluent Filtration - Phase 1	Jackson, WI
Well #6 Pumping Station	Hartland, WI
Waukesha Wells 8, 11 & 12	Waukesha, WI
Wellhouse & Reservoir, Autumn Ridge Subdivision	Ixonia, WI
Brookfield Square Radium Treatment Facility	Brookfield, WI
Wells 4 & 6 Pumping Station	Pewaukee, WI
Booster Pumping Station	East Troy
Wastewater Treatment Plant Modifications	Stoughton, WI
Burlington Pump House Well #11	Burlington, WI
Village of East Troy	East Troy, WI
Fox Lake Correctional	Fox Lake, WI
South Milwaukee Headworks Upgrade	South Milwaukee, WI
Grafton Green Bay Road Lift Station	Grafton, WI
Lily Road Lift Station	Oconomowoc, WI
Reflections Village Well House	Richfield, WI
Westward Manor Lift Station Upgrade	New Berlin, WI
Wastewater Lift Stations	Pleasant Prairie, WI
WWTP Disinfection Facility Upgrades	Mukwonago, WI
WWTP UV Disinfection	Grafton, WI
Filter Wash Pumps	Racine, WI
Chemical Storage Tanks	North Shore Sanitary District, IL
Scum Facility Improvements	North Shore Sanitary District, IL
MMSD Tank Wall Modifications	Milwaukee, WI
Specialty Equipment Installation	Turlock, CA

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Education Market Overview

1998 – 2012

120 + Projects

Our approach to the construction of your project is to use the knowledge that we have gained from completing over 120 school projects of varying size since 1998. That experience has taught us that there are several critical paths in a successful project. Budget, Schedule, Flexibility

Budget – Our experience tells us that developing a budget is vital, sticking to it is even more important. With our vast and varied experience, we can develop a budget for replacing a door over a weekend, budgeting work over several years to meet the needs of your district, to the construction of a major facility renovations or additions.

Schedule – as important as the budget is, scheduling work in a school environment is key! With over 120 projects of all sizes, we have learned how to get the work done without impacting your school day.

Flexibility – No project is ever the same. Your project is the most important project to you, as your partner, it is the most important project to us. We will work with you every step of the way to complete your project with the least amount of impact to your normal day to day operations. Our goal is that when we are finished, you did not realize we were ever there!

Sample Listing of Projects

Oconomowoc Area School District	Owners Representative
Milwaukee Public Schools	Burroughs Middle School – Remodel
Elmbrook School District	High School – Remodel Guidance Office
Wauwatosa School District	McKinley Elementary – Remodel 3rd Floor
Elmbrook School District	Tonawanda – Renovate Gym
Milwaukee Public Schools	Cass Street Elementary
Milwaukee Public Schools	Doerfler Elementary
Milwaukee Public Schools	Custer High - Remodel
Milwaukee Public Schools	Browning Elementary - Remodel
MSOE	Kitchen Renovation
Elmbrook School District	Brookfield East – Front Office
Milwaukee Public Schools	Fritsche – New Office
Oconomowoc Area Schools	Owners Representative – Summit School
Elmbrook School District	Burleigh Elementary – Office Remodel
New Berlin School District	Owner Representative Services
Elmbrook School District	Pilgrim Park Middle School

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Ownership Group

Tim Nelson

Chief Executive Officer

Tim Nelson began his career at T.V. John & Son in 1994 in the field learning the business from the ground up in a variety of positions. In 1998, he was promoted to field site superintendent, where his duties included managing all field issues, scheduling contractors, and performing on-site set up and layout work, concrete and carpentry. Tim then became a partner and Vice President of Operations in 2002. He was elected CEO in 2011. Tim has been instrumental in the development of our national business service model as the leader of our renewable energy project team.

John Nelson

Executive Vice President - Business Development

John Nelson began his professional career as a Project Engineer with a major Midwest engineering firm in 1996 after earning his degree in Civil Engineering from the University of Wisconsin-Platteville. He joined T.V. John & Son, Inc. in 1999 as an estimator and project manager and became a partner in 2000. John has estimated and managed projects in every construction market that TVJ pursues.

Dan Nelson

Chairman - Board of Directors

Dan started his construction career with Dennis Jaeger Builders and Joseph Lorenz Inc. and joined T.V. John & Son in 1994 as Operations Manager. In 1995, he became a partner and was elected President and CEO in 1996. Dan was elected Chairman of the Board of Directors in 2011. Dan has more than 30 years of in-depth experience in all facets of construction. Along with his duties as chairman, Dan continues to be involved with many municipal and utility projects around the state of Wisconsin.

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Resumes of Key Team Members

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Tim Nelson

Chief Executive Officer

Tim Nelson began his career at T.V. John & Son in 1994 in the field learning the business from the ground up in a variety of positions. In 1998, he was promoted to field site superintendent, where his duties included managing all field issues, scheduling contractors, and performing on-site set up and layout work, concrete and carpentry. Tim then became a partner and Vice President of Operations in 2002. He was elected CEO in 2011. Tim has been instrumental in the development of our national business service model as the leader of our renewable energy project team.

PROFESSIONAL LICENSES

Arkansas
California
Colorado
Connecticut
Florida
Georgia
Iowa
Massachusetts
Mississippi
Nevada
North Carolina
Oregon
Tennessee
Virginia

Professional Certificates

NFPA 70E
OSHA 10
Jack Miller TQM
AGC Supervisory Training

PROJECT EXPERIENCE:

Waste Management Renewable Energy

Turnkey / NH
Omega Hills / WI
Riverbend / OR
Columbia Ridge / OR
Madison County / NY
Bethel / NY
Austin Community / TX
Skyline / TX
Ridgeview / WI
Deer Track / WI

Wisconsin Municipal Projects

Darien Well #3 Treatment Facility
WisPark Deep Well Pump Station
Madison Well #30
Sun Prairie Well #8 Pump Station
Eagle Wells 3 & 4 Pump Station
New Berlin Well #11 Pump Station
Brookfield Well 30 Pump Station
Waterford TID #2 Lift Station

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Ron Rousse

Vice President of Estimating, Project Controls and Major Projects

Ron is responsible for all major estimating activity and is actively involved in presenting cost estimates and detailed reviews for clients while attending post bid meetings. It is Ron's responsibility to ensure that each bid is complete in scope and to qualify all subcontractors that submit a bid and those that may be issued a contract. In addition Ron ensures that managers are complying with contract terms and that T.V John & Son, Inc. will meet or exceed these requirements and related goals. Ron excels at developing and maintaining relationships with all current and past customers.

Menard, Inc.

Clio, MI
Hammond, IN
Jefferson City, MO
Lake Ozarks, MO
Lancaster, OH
Lebanon, IN
Manhattan, KS
Marshalltown, IA
Massillon, OH
Ontario, OH
Owensboro, KY
Salina, KS
Sandusky, OH
Sterling, IL
Sterling, IL
Toledo, OH
Topeka, KS
Wichita East, KS
Dayton, OH
Chesterfield, MI
Springfield, IL
St. Peters, MO
Livonia, MI
Evendale, OH
Cedar Falls, IA
Cheyenne, WY

Kroger Company

Blanchester, OH
Brownstown, MI
Dublin, OH
Grosse Point, MI
Lansing, MI
Macomb, MI
Pickerington, OH
Portsmouth, OH
St. Clair Shores, MI
Ypsilanti, MI

Other Retail

Macomb Retail, Macomb MI
Vanity Store, Southfield MI
Vanity Store, Macomb MI

Education

Birmingham Elementary, OH
Chase Elementary, Toledo OH
Glenwood Elementary, Toledo OH
Keyser Elementary, Toledo OH
Livingston Elementary, Columbus OH
Newton Elementary, Newton OH
Reynoldsburg High & Elementary, OH
Sherman Elementary, Toledo OH
Start High School, Toledo OH
Stewart Elementary, Toledo OH
U of Toledo Science Center

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Dean Handrow

Senior Project Manager

Dean joined TVJ in 2008 as project manager after working at Beyer Construction for more than six years. Dean is a key member of the Renewable Energy team at TVJ and is responsible for pre-bid, bid, post-bid, construction phase and close out activities on all projects. Dean earned his BS in Construction Management and a BS in Architectural Engineering from MSOE.

EDUCATION

Milwaukee School of Engineering
B.S. Construction Management
B.S. Architectural Engineering

PROFESSIONAL CERTIFICATES

NFPA 70E Certified

OSHA 30 Hour

AIC Qualified Constructor

CPR

PROJECT EXPERIENCE:

Waste Management Renewable Energy
- King George Sulfa / VA
- Northwest Regional / AZ
- Alliance Gas Comp / PA
- Dallas-Fort Worth / TX
- Eagle Valley / MI
- Farmers Branch / TX
- Mesquite Creek / TX
- Middle Peninsula / VA
- Piedmont / NC
- Pine Tree Acres / MI
- PTA Sulfa Treat / MI
- Superior / GA
- Woodland / IL

Menard, Inc.
- Dayton / OH
- Chesterfield / MI
- Springfield / IL
- St. Peters / MO
- Livonia / MI
- Evendale / OH

Toyota
- Tundra Plant, San Antonio TX

Ford Motor Company
- Rouge Plant, Dearborn, MI

Toledo Public Schools
- Keyser Elementary
- Ella P. Stewart Elementary
- Sherman Elementary

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Luke Nelson

Project Manager

Luke Nelson started with TVJ. in 1997 in the field doing carpentry, concrete and masonry work. He was promoted to Assistant Project Manager in 2006, assisting with submittals, contracts, and estimating. As a versatile team member, Luke moved into the role of Estimator, bidding general construction, concrete and carpentry projects. He is currently a Project Manager, working on both out of state and local general construction projects. Luke earned his B. S. in Health Education from Southern Illinois University at Carbondale.

EDUCATION

Southern Illinois University
At Carbondale
B.S. Health Education

PROFESSIONAL CERTIFICATES

OSHA 10 Hour

Confined Space

PROJECT EXPERIENCE

Menard, Inc. - Cheyenne, WY
Menard, Inc. - Cedar Falls, IA
Carpet Warehouse - Germantown, WI
Wirtz Beverage Warehouse & Distribution Center / WI
MMSD – South Shore Aeration Basin / WI
Waste Management LFGTE / IA
Waste Management Skyline Siloxane Removal / TX
Waste Management Mercury Recovery / WI
S4 Columbia Ridge Gasification Project / OR
Riverside High School Fema Mitigation Project
Gaenslen Elementary School / WI
McCarty Concrete Tunnel Top / WI
Holton Street Viaduct Improvements / WI
Juneau Garden Apartments – Weatherization Project / WI
Riverpark Apartments - Weatherization Project / WI
Boulevard Apartments - Weatherization Project / WI
Heritage House Apartments - Weatherization Project / WI

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Mike Wills

Site Superintendent / Construction Manager

Mike has 30 years of construction experience involved in, renewable energy, commercial, industrial, and mixed-use. Mike has gained extensive pre-construction, construction, and construction scheduling experience through the many construction projects he has supervised. Mike has the innate ability to manage a large group of contractors simultaneously. Mike is able to guide contractors through the construction process with detailed communication and utilizing the standard practices he has set throughout his career. His career has spanned from project supervision, project management, to owning his own construction company.

EDUCATION

Air Force College

PROFESSIONAL CERTIFICATES

OSHA 30 Hour

NFPA 70E Standard Training

ABC Steel Erection Safety Training

OSHA Forklift Safety Training

OSHA Scaffold Certified

Paradigm Engineering SWPPP Certified

ACI Member

PROJECT EXPERIENCE:

Waste Management Renewable Energy
Madison County, NY
Columbia Ridge, OR
Riverbend OR
New Springfield, OH
Geneva, OH
West Camden, TN

S4 Energy Solutions
Arlington, OR

Landfill Energy Systems
SWACO High BTU, OH

Allegiance Healthcare / MI
CitiGroup / Des Moines, IA
Dearborn Housing Commission Project / MI
Novi High School / Novi MI
Parkview Elementary / Novi, MI
O & W, Inc / Ypsilanti, MI
Prestwick Village / Highland, MI
PTI Satellite Paint / Detroit, MI
T.C. Detroit Development / Romulus, MI
Troy Concept Center / Troy, MI
Rockefeller Group Pearson Education / Cranberry Township, NJ
Timber Crest / Farmington Hills, MI
Detroit Wastewater Treatment Facility / MI
Toledo Public Schools / Toledo, OH

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Tony Strobel

Site Superintendent / Construction Manager

Tony has 31 years of construction experience involved in retail big box, commercial, industrial, wastewater, and renewable energy. Tony has personally experienced all phases of construction starting his career in the field as a laborer, progressing to his current position. This field experience has given Tony an invaluable insight in how to efficiently and effectively run a major construction project in today's environment of multiple contractors simultaneously working to maintain ever tightening schedules and completion dates. Tony's dedicated attention to detail, communication and planning has been the key to turning over quality projects, on time, to satisfied clients.

EDUCATION

Hartford Union High School

PROFESSIONAL CERTIFICATES

Wal-Mart SWPPP Certified

Wal-Mart Field Superintendent Certified

OSHA 10 and 30 Hour

OSHA Scaffold Certified

OSHA Forklift Certified

PROJECT EXPERIENCE:

Faith Builders Center/ Milwaukee, WI.
General Electric Remodel/Pewaukee, WI
First National Bank/ Hales Corners, WI
Milwaukee County Zoo Remodel/ Milwaukee, WI
Wastewater Treatment Lift Station/Oak Creek, WI
Waste Water Treatment Lift Station/ Pleasant Prairie, WI
Pewaukee High School/ Pewaukee, WI
Wirtz Beverage Distribution Center/ Hartland, WI
Waste Management Renewable Energies/ Farmers Branch, TX
Waste Management Renewable Energies/ Kernersville, N.C.
Waste Management Renewable Energies/ Herkimer, N.Y.
Waste Management Renewable Energy Chiller Install/ Lewisville, TX
Menards/ Cedar Falls, IA
Menards/ Springfield. IL
Menards/ St. Peters, MO
Sierra Nevada Brewery Waste Water Treatment Plant/ Mills River, N.C.

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Steve Cochrane

Site Superintendent / Construction Manager

Steve has 38 years of construction experience that includes retail, commercial, medical, schools, industrial, and tenant build-outs. Steve has gained extensive pre-development, pre-construction, construction, and construction phasing experience through the many construction projects he has supervised. The leadership skills that Steve has developed throughout his career are key to efficiently controlling job performance and schedule. Steve is able to guide contractors through the construction process with detailed communication and the standard practices he has set for project scheduling. Steve's career has included project supervision and project management with a special emphasis on quality control, efficient construction, maintaining safety standards and schedule.

EDUCATION

Fox Valley Technical School

Business Management Course

Architectural Drafting Course

Blueprint Reading Course

PROFESSIONAL CERTIFICATES

OSHA 10 Hour

WI Healthcare Construction

NFPA 70E Standard Training

ABC Steel Erection Safety Training

ABC Forklift Safety Training

PROJECT EXPERIENCE:

WMRE LFGTE, Geneva, OH
WMRE Sulfur Treatment Plant, Lenox, MI
WMRE Sulfur Treatment Tanks, Richmond VA
WMRE LFGTE, Springdale, AR
WMRE Gas Compression Plant, Scranton PA
Sacred Heart Hospital Remodel, Eau Claire, WI
Airgas Distribution Center, Appleton, WI
Green Bay Plaza Mall, Green Bay, WI
Lourdes HS Remodel / Addition, Oshkosh, WI
Bio Life Plasma Center, Great Falls MT
Middle School Additions, Hortonville WI
Multiple School Additions, Marinette WI
Menominee Casino Addition, Shawano WI
Office Max Super Store, Rhinelander WI
Office Max Super Store, Marshfield WI
Multiple Store Build Outs, Oshkosh, WI,
Appleton Papers Mill Expansion, Appleton, WI
Fort Howard Paper Expansion, Green Bay, WI
Wis Tissue Mill Expansion, Appleton, WI
Lawrence Art Center, Appleton, WI
Avenue Mall, Appleton, WI
Applebee's Restaurants, Fond du Lac, Appleton & Sheboygan, WI

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Jody Williams

Site Superintendent / Construction Manager

Jody has 22 years of construction experience involved in retail big box, commercial, industrial, mixed-use, and tenant build-outs. Jody has gained extensive pre-development, pre-construction, construction, and construction phasing experience through the many construction projects he has supervised. Jody has the innate ability to manage a large group of contractors simultaneously. Jody is able to guide contractors through the construction process with detailed communication and the standard practices he has set for retail big box scheduling. His career has included project supervision and project management with a special emphasis on pre-construction, construction, and scheduling

EDUCATION

Florida State University
B.S. Civil Engineering

PROFESSIONAL CERTIFICATES

Storm Water USA for Home Depot (CPSWPP) (CCIS) (HD-CPSWPP)

Wal-Mart SWPPP Certified

Wal-Mart Project Manager Certified

Army Corps of Engineers CQMC

Texas All Lines Adjuster License

Adjusting 101 Certificates

Xactimate 27 (1&2) Certificate

OSHA 10 Hour

Primavera Certified

CCC Pathways Certified

PROJECT EXPERIENCE:

Wal-Mart / White Hall, PA
Wal-Mart / San Antonio, TX
Wal-Mart / Brookings, SD
Sam's Club / Sioux Falls, SD
Wal-Mart / Liberal, KS
Wal-Mart / Espanola, NM
Station Park Mixed Use Retail / Farmington, UT
Sam's Club / Gilbert, AZ
Super Wal-Mart / Queen Creek, AZ
Sam's Club Remodel / Phoenix, AZ
Sam's Club Gas Station-Car Wash / Flagstaff, AZ
Fry's Marketplace / Gilbert, AZ
Neighborhood Market / Oro Valley, AZ
Super Wal-Mart / Mesa, AZ
Sam's Club / Salt Lake City, UT
Super Wal-Mart / Phoenix, AZ
Super Wal-Mart / Las Vegas, NV
Wal-Mart – Sam's Club Combo / Phoenix, AZ

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Keith Winningham

Site Superintendent / Construction Manager

Keith has over 30 years of construction experience with 17 of those years as a commercial construction superintendent. Keith has managed construction projects including new retail construction and remodels, medical facility remodels, nursing home new construction and remodels, Industrial new construction and remodels. Keith's strengths are scheduling, subcontractor management, quality control, safety, and maintaining a budget.

EDUCATION

Memphis High School

PROFESSIONAL CERTIFICATES

Wal-Mart SWPPP Certified

Wal-Mart Field Superintendent Certified

OSHA 30 Hour

Michigan Builders License

MDEQ Storm water certified

PROJECT EXPERIENCE

Walmart - Goshen In

Walmart - Watkins Glen NY

Menards - Lake Ozarks, MO

Menards – Port Huron, MI

Home Depot – Roseville, MI

Home Depot – Traverse City, MI

Kroger – Port Huron, MI

Kroger – Bloomfield Twp, MI

Kroger – Pickerington, OH

Kroger – Portsmouth, OH

Petco - Mount Pleasant - SC

Walgreens – Mount Pleasant, MI

Farmer Jack plaza - Imlay city Mi

Farmer Jack Plaza - St Clair Mi

Farmer Jack plaza - Fenton MI

Fiddlers Cove Plaza - Romeo Mi

Farmer Jack Plaza - Algonac Mi

Buffalo Wild Wings - Mt Clemens MI

Master Graphics Industrial – Romeo, MI

Karmanos Cancer Center – Farmington, MI

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ATTACHMENT 3
RIVER CITY CONSULTANTS QUALIFICATIONS

River City Consultants, Inc., Sub Information

Firm Name and Office Location:

River City Consultants, Inc.
744 Horizon Ct., Suite 110
Grand Junction, CO 81506

Our firm logo in .jpeg format is attached as a separate file.

Brief Summary:

River City Consultants, Inc. is a local civil engineering and surveying firm to Western Colorado and as such, has worked with the City of Grand Junction and Mesa County to successfully complete numerous projects. River City's principal engineers and surveyors have over 100 years of combined consulting experience working with municipalities and utility companies throughout Mesa County. We have extensive experience specifically working with gas distribution lines, pipeline corridor surveys, and wastewater treatment plants.

We use state-of-the-art technology including the most current versions of AutoCAD Civil 3D and GPS/GIS equipment and software to ensure our clients with high-quality and complete and accurate information. We are currently in the process of advancing our services even further with the utilization of Skyline, an innovative and industry-leading database program designed to create extremely accurate, highly-detailed alignment sheets with adaptable, streamlined interfaces for pipeline survey data. With an in-house specialist who has earned both of the prestigious Certified Professional recognitions in Erosion and Sediment Control (CPESC) and in Storm Water Quality (CPSWQ) by the internationally-recognized EnviroCert International program, River City Consultants is well qualified to provide environmental and stormwater management services.

We understand the considerations that must be made to complete a project like this successfully, and are prepared to provide surveying, civil site design, and any necessary stormwater management services for this project.

Prior Firm Experience:

Project Name: Garfield/Mesa County Pipeline Reinforcement
Location: North of Loma, Garfield and Mesa County, CO
Public Service Company, a subsidiary of Xcel Energy, contracted River City Consultants to complete surveying services for a four-mile 16" natural gas pipeline and associated facilities through BLM and private land including tracts and aliquot parcels. This project involved control surveys, cadastral surveying, posting and marking line, corner search and maintenance, monument records, descriptions, and plats.

Project Name: Xcel Energy Right-of-Way and Easement Surveys
Location: Various Locations, Western CO
River City Consultants has provided design surveys, alignment and corridor staking, ownership research, and preparation of right-of-way and easement documents for numerous and varied projects in Western Colorado including new and existing high-pressure gas lines, gas and electric distribution lines, and facilities and residential service easements.

Project Name: High Mesa, Hunter Mesa, and Middle Fork Water Treatment Facilities
Location: Parachute, CO
These three existing water treatment facilities are owned and operated by Encana Oil & Gas (USA) Inc., and are part of their oil and gas exploration infrastructure. Encana upgraded these facilities with new offload facilities, roads, tanks, support buildings and equipment, and other appurtenances such as piping. River City Consultants was responsible for stormwater management, drainage, road design, site grading, coordination with Encana engineers laying out mechanical upgrades, assistance/support with Garfield County permitting requirements, and construction observation and field engineering.

Key Personnel:

Name: K. Scott Thompson, P.L.S.
Title: Principal/Survey Project Manager
Role for this Contract: Survey
Bio: Mr. Thompson is a principal and one of the owners of River City Consultants. He has more than 30 years of experience as a Professional Land Surveyor in Western Colorado and 28 years as a principal of surveying and engineering companies, including River City.
Selected relevant project experience includes:

- **Garfield/Mesa County Pipeline Reinforcement, North of Loma, Garfield and Mesa County, CO** – Public Service Company, a subsidiary of Xcel Energy, contracted River City Consultants to complete surveying services for a four-mile 16" natural gas pipeline and associated facilities through BLM and private land including tracts and aliquot parcels. Mr. Thompson managed all aspects of RCC's involvement in the project, including control surveys, cadastral surveying, posting and marking line, corner search and maintenance, monument records, descriptions, and plats.
- **Xcel Energy Right-of-Way and Easement Surveys, Various Locations, Western CO** – Mr. Thompson has and continues to manage RCC's design surveys, alignment and corridor staking, ownership research, and preparation of right-of-way and easement documents for numerous and varied projects in Western Colorado including new and existing high-pressure gas lines, gas and electric distribution lines, and facilities and residential service easements.

Registrations: Professional Land Surveyor – Colorado #18480; Utah #173499; Wyoming #4659
Education: 2 years college course work, numerous courses in continuing education
Associations: Western Colorado Land Surveyors, a chapter of The Professional Land Surveyors of Colorado
Utah Council of Land Surveyors
National Society of Professional Surveyors, member organization of the American Congress on Surveying & Mapping

Name: Douglas A. Thies, P.E.
Title: Principal/Engineering Project Manager
Role for this Contract: Civil Site Plans
Bio: Mr. Thies is Vice-President and one of the owners of River City Consultants. Doug has several years of experience as a project manager and engineer for both the public sector (Engineering Director for Mesa County 1993-1996) and private sector as a professional engineer and principal for over 16, including River City Consultants.
Selected relevant project experience includes:

- **30 Road Improvements Project, Grand Junction, CO** – Mr. Thies was involved in all Phases of the 30 Road Improvement Project from F Road south to D Road including design support, administration and construction services for the early phases to offering engineering support to other design firms. Critical components of this project included right-of-way and easement identification and utility coordination. This project had challenges and responsibilities including, but not limited to; vertical alignment, access issues, railroad crossing, irrigation facilities, right-of-way, and easement considerations.
- **CDOT Materials Lab, Grand Junction, Colorado** – Civil project manager for an approximately 13,700 sf lab/office building. Tasks include surveying, base map preparation, utility identification, grading, drainage, stormwater plans, geotechnical coordination, and construction services.

- **New Elk Coal Company, Trinidad, CO –** This project involves the re-opening of an inactive coal mine. Services have included surveying for widening of the adjacent state highway, railroad alignment, etc. Civil engineering was required for sanitary sewer design; pond liner design; stormwater management; Water-Cad modeling for design for the upgrade of the existing potable water system, including fire flow; railroad alignment, etc.

Registrations: Professional Engineer – Colorado #30637
Education: Bachelor of Science, Geological Engineering, 1978, South Dakota School of Mines and Technology, Rapid City, South Dakota

Name: Marc J. Kenney, P.E., C.F.M.
Title: Professional Engineer
Role for this Contract: Stormwater Management
Bio: Mr. Kenney has been an engineer with River City Consultants since their inception and has been the lead engineer on a variety of projects throughout Western Colorado. He has earned both of the prestigious Certified Professional recognitions in Erosion and Sediment Control (CPESC) and in Storm Water Quality (CPSWQ) by the internationally-recognized EnviroCert International program, positioning River City Consultants in a unique and well-qualified position to provide environmental and stormwater management services.
Selected relevant project experience includes:

- **Stormwater Management Plans, Western CO** – Mr. Kenney developed stormwater management plans for various projects as per USEPA and local regulations and guidelines.
- **High Mesa, Hunter Mesa, and Middle Fork Water Treatment Facilities, Parachute, CO** – These three existing water treatment facilities are owned and operated by Encana Oil & Gas (USA) Inc., and are part of their oil and gas exploration infrastructure. Encana upgraded these facilities with new offload facilities, roads, tanks, support buildings and equipment, and other appurtenances such as piping. Mr. Kenney was responsible for stormwater management, drainage, road design, site grading, coordination with Encana engineers laying out mechanical upgrades, assistance/support with Garfield County permitting requirements, and construction observation and field engineering.

Registrations: Professional Engineer – Colorado #41215; Utah #7244520-2202; North Dakota #PE-7656
NCEES Council Record, Model Law Engineer Standing No. 47839
Certified Professional in Stormwater Quality No. 0623
Certified Professional in Erosion and Sediment Control No. 5695
Education: Master of Science, Civil Engineering, 1997, Clarkson University.
Bachelor of Science, Civil Engineering (Environmental Concentration), 1996, Clarkson University
Associates of Science, 1994, Sullivan County Community College
U of WI Maintaining Asphalt Pavements
OSHA 10 Hour Construction Safety, Excavation Competent Person,
Confined Space Entry Supervisor, 40 Hour HAZWOPPER (currently inactive)

ATTACHMENT 4
BIOCNG 2014 SCHEDULE OF CHARGES

BioCNG, LLC

Effective January 1, 2014

2014 SCHEDULE OF CHARGES

PERSONNEL CHARGES

Professional	Rate Per Hour
Senior Project Manager/Technical Review	$115 - 225/hr
Senior Project Staff/Project Manager	$ 80 - 145/hr
Project Staff	$ 50 - 125/hr
Technical	
CAD Operator/Designer	$ 70 - 130/hr
Field Technician/Field Manager	$ 45 - 125/hr
Support Services	
Administrative	$ 45 - 75/hr

Depositions and expert witness testimony, including preparation time, will be charged at 150% - 200% of the above rates.

Travel time will be charged in accordance with the above rates, up to a maximum of 8 hours per day.

OUTSIDE SERVICES

Charges for special outside services, equipment, and facilities not furnished directly by Cornerstone will be billed at cost plus 15%.

COMMUNICATIONS

The cost of communications including telephone charges, facsimile, postage and routine copying costs will be charged at a flat rate of 3% of total gross labor charges.

DIRECT CHARGES

Reproduction (letter & legal) - black and white, per sheet	$ 0.10
Reproduction (letter & legal) - color, per sheet	$ 1.25
CAD Plots/Reproduction – black and white, per square foot	$ 0.35
CAD Laser Plots - color, per square foot	$ 2.00
CAD Laser Plots – black and white, Vellum, per square foot	$ 2.00
CAD Laser Plots – black and white, Mylar, per square foot	$ 4.00
Auto per mile	Current government rate
Pickup truck per day	$ 125.00

Rate Changes

Rates are subject to maximum 3% increase per year.

Payment

Monthly invoices are to be paid within 45 days from invoice date. Interest on late payments will be charged at a rate of 18% per annum.

ATTACHMENT 5
SIGNED SOLICITATION AGREEMENT

SECTION 7.0: SOLICITATION RESPONSE FORM

RFP-3813-14-SDH "Persigo Waste Water Treatment Plant Bio-Fuel Design/Build Project"

1) Total cost to provide all labor, parts, supplies, equipment and installation necessary for the per scope of work:

TOTAL COST NOT TO EXCEED $ $2,799,796.00 **dollars.**

The Owner reserves the right to accept any portion of the work to be performed at its discretion

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The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto. This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals. The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies that he/she is a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Date: March 17, 2014

BioCNG, LLC	**Matthew E. Davies**
Company Name – (Typed or Printed)	Authorized Agent – (Typed or Printed)
	President
Authorized Agent Signature	Title
8413 Excelsior Drive, Suite 160	**Madison WI 53717**
Address of Offeror	Owner, State, and Zip Code
Matt.Davies@BioCNG.us	**954-328-3741**
E-mail Address of Agent	Phone Number

ATTACHMENT 6
BIOCNG OPERATION AND MAINTENANCE COST ESTIMATES

BioCNG 100 – 83 SCFM

WWTP Grand Junction, CO

Media and Replacement Cost Estimate

Maintenance Item	Change Out / Replacement Interval	Each Change Out / Replacement Cost		Annualized Change Out / Replacement Cost	
	BioCNG 100	BioCNG 100	Custom Custom	BioCNG 100	Custom Custom
Hydrogen Sulfide Media	7 months	$ 36,000	$ 36,000	$ 59,760	$ 59,760
VOC/Siloxane Media	2.5 months	$ $3,700	$ 3,700	$ 17,760	$ 17,760
Oil, CO2 Sensor and Align	1 year	$ 2,500	$ 2,500	$ 2,500	$ 2,500
Carbon Dioxide Removal	7 years	$ 44,000	$ 44,000	$ 6,286	$ 6,286
Gas Compressor (refurbish)	5 years	$ 9,000	$ 9,000	$ 1,800	$ 1,800
Modulating Valve (refurbish)	2 years	$ 2,500	$ 2,500	$ 1,250	$ 1,250
Chiller Compressor (new)	5 years	$ 3,000	$ 3,000	$ 600	$ 600
			subtotal	**$ 89,956**	**$ 89,956**
Labor Type	Hourly Rate	Labor Hours per year		Labor Costs per year	
Labor	$ 75	175	175	$ 13,125	$ 13,125
Management	$ 150	30	30	$ 4,500	$ 4,500
			subtotal	**$ 17,625**	**$ 17,625**
			TOTAL	**$107,581**	**$107,581**
Average BioCNG Fuel Production		GGE	Per Year		195,490
Average Media O&M Cost per		GGE			$ 0.55
Average Electricity Consumption		kWh	Per Year		452,088
Average Electricity Consumption		GGE	Per kWh		$ 0.14
Average Electricity and O&M Cost per		GGE	Per Year		$ 0.69

Notes:

(1) Hydrogen sulfide change out rate based on 3,000 ppmv sulfur content at 83 scfm.

(2) VOC/Siloxane change out rate based on 1,500 ppbv biogas and may vary.

(3) Oil Change, CO2 Sensor and Laser alignment of Compressor: 4 hours

(4) Labor requirements for change out of hydrogen sulfide and VOC media: 2 staff members, 20 hours.

(5) All piping, tanks, and vessels are assumed to have a 20 year life span.

(6) General operations will require approximately 2 hours of labor per week.

(7) These cost assume work to be performed by owner of equipment without markup that may be required if an outside party purchased the parts or performed the labor.

(8) Electric cost assumes $0.06 per kWh

BioCNG 100 SCFM

WWTP Grand Junction, CO

Media and Replacement Cost Estimate

Maintenance Item	Change Out / Replacement Interval	Each Change Out / Replacement Cost		Annualized Change Out / Replacement Cost	
	BioCNG 100	**BioCNG 100**	**Custom Custom**	**BioCNG 100**	**Custom Custom**
Hydrogen Sulfide Media	6 months	$ 36,000	$ 36,000	$ 72,000	$ 72,000
VOC/Siloxane Media	2 months	$ $3,700	$ 3,700	$ 22,200	$ 22,200
Oil, CO2 Sensor and Align	1 year	$ 2,500	$ 2,500	$ 2,500	$ 2,500
Carbon Dioxide Removal	7 years	$ 44,000	$ 44,000	$ 6,286	$ 6,286
Gas Compressor (refurbish)	5 years	$ 9,000	$ 9,000	$ 1,800	$ 1,800
Modulating Valve (refurbish)	2 years	$ 2,500	$ 2,500	$ 1,250	$ 1,250
Chiller Compressor (new)	5 years	$ 3,000	$ 3,000	$ 600	$ 600
			subtotal	**$ 106,636**	**$ 106,636**
Labor Type	Hourly Rate	Labor Hours per year		Labor Costs per year	
Labor	$ 75	175	175	$ 13,125	$ 13,125
Management	$ 150	30	30	$ 4,500	$ 4,500
			subtotal	**$ 17,625**	**$ 17,625**
			TOTAL	**$124,261**	**$124,261**
Average BioCNG Fuel Production		GGE	Per Year		235,530
Average Media O&M Cost per		GGE			$ 0.53
Average Electricity Consumption		kWh	Per Year		452,088
Average Electricity Consumption		GGE	Per kWh		$ 0.12
Average Electricity and O&M Cost per		GGE	Per Year		$ 0.65

Notes:

(1) Hydrogen sulfide change out rate based on 3,000 ppmv sulfur content at maximum flow rate.

(2) VOC/Siloxane change out rate based on 1,500 ppbv biogas and may vary.

(3) Oil Change, CO2 Sensor and Laser alignment of Compressor: 4 hours

(4) Labor requirements for change out of hydrogen sulfide and VOC media: 2 staff members, 20 hours.

(5) All piping, tanks, and vessels are assumed to have a 20 year life span.

(6) General operations will require approximately 2 hours of labor per week.

(7) These cost assume work to be performed by owner of equipment without markup that may be required if an outside party purchased the parts or performed the labor.

(8) Electric cost assumes $0.06 per kWh

ATTACHMENT 7
BIOCNG AND UNISON WARRANTY

UNISON
SOLUTIONS

WARRANTY STATEMENT

Unison Solutions, Inc. (Unison) is committed to providing quality products and services to its customers. As a demonstration of this commitment, Unison offers the following warranty on its products.

Grant of Warranty: Unison provides this warranty for its equipment under the terms and conditions which are detailed herein. This warranty is granted to the person, corporation, organization, or legal entity (Owner), which owns the equipment on date of start-up. This warranty applies to the owner during the warranty period, and is not transferable.

Warranty Coverage: Equipment that is determined by Unison to have malfunctioned during the warranty period under normal use solely as a result of defects in manufacturing workmanship or materials shall be repaired or replaced at Unison's option. Unison's liability under this warranty to the Owner shall be limited to Unison's decision to repair or replace, at its factory or in the field, items deemed defective after inspection at the factory or in the field.

Warranty Exclusions: All equipment, parts and work not manufactured or performed by Unison carry their own manufacturer's warranty and are not covered by this warranty. Unison's warranty does not override, extend, displace or limit those warranties. Unison's only obligation regarding equipment, parts and work manufactured or performed by others shall be to assign to the Owner whatever warranty Unison receives from the original manufacturer. Unison does not warrant its products from malfunction or failure due to shipping or storage damage, deterioration due to exposure to the elements, vandalism, accidents, power disturbances, or acts of nature or God. This warranty does not cover damage due to misapplication, abuse, neglect, misuse, improper installation, or lack of proper service and/or maintenance, nor does it cover normal wear and tear. This warranty does not apply to modifications not specifically authorized in writing by Unison or to parts and labor for repairs not made by Unison or an authorized warranty service provider. This warranty does not cover incidental or consequential damages or expenses incurred by the Owner or any other party resulting from the order, and/or use of its equipment, whether arising from breach of warranty, non-conformity to order specifications, delay in delivery, or any loss sustained by the Owner. No agent or employee of Unison has any authority to make verbal representations or warranties of any goods manufactured and sold by Unison without the written authorization signed by an authorized officer of Unison. Unison warrants the equipment designed and fabricated to perform in accordance with the specifications as stated in the proposal for the equipment and while the equipment is properly operated within the site specific design limits for that equipment. Any alterations or repair of Unison's equipment by personnel other than those directly employed by, or authorized by Unison shall void the warranty unless otherwise stated under specific written guidelines issued by Unison to the Owner. This warranty does not cover corrosion or premature wear or failure of components resulting from the effects caused by siloxanes, hydrogen sulfide or volatile organic contaminants in excess of the design limits. All media must be purchased through Unison Solutions or approved in writing by Unison Solutions during warranty period. Media purchased though alternate sources and not approved in writing by Unison shall void the warranty. The design limit is based on site specific data provided by the Owner prior to the proposal for the equipment. Owner shall be responsible for all maintenance service, including, but not limited to, lubricating and cleaning the equipment, replacing expendable parts, media, making minor adjustments and performing operating checks, all in accordance with the procedures outlined in Unison's maintenance literature. Unison does not warrant the future availability of expendable maintenance items.

Warranty Period: This Unison warranty is valid for 18 months from the time the equipment is shipped from Unison's factory or 12 months from the date of startup, whichever occurs first.

Repairs During Warranty Period: All warranty claim requests must be initiated with a Return Material Authorization (RMA) number for processing and tracking purposes. The RMA number shall be issued to the Owner upon claim approval and/or field inspection. When field service is deemed necessary in order to determine a warranty claim, the costs associated with travel, lodging, etc. shall be the responsibility of the Owner except under prior agreement for a field inspection. This warranty does not include reimbursement of any costs for shipping the equipment or parts to Unison or an authorized service establishment, or for labor and/or materials required for removal or reinstallation of equipment or parts in connection with a warranty repair. This warranty covers only those repairs that have been conducted by Unison or by a Unison authorized warranty service provider, or by someone specifically authorized by Unison to perform a particular repair or service activity. All component parts replaced under the terms of this warranty shall become the property of Unison.

UNISON ASSUMES NO OTHER WARRANTY FOR ITS EQUIPMENT, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NONINFRINGEMENT, OR LIABILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE.

5451 Chavenelle Road, Dubuque, Iowa 52002 ■ [O] 563.585.0967 [F] 563.585.0970 ■ www.unisonsolutions.com

Exhibit B - Project Assignments – Phase II

Date:	October 23, 2014		CONTRACTOR:	BioCNG, LLC
Project Manager:	Steven G. Wittmann		Project Name:	City of Grand Junction
BioCNG Project	City of Grand Junction		PO Number:	

In accordance with the Independent Contractor Agreement dated the 23rd day of June 2014 between the City of Grand Junction and BioCNG, LLC this Exhibit describes the services to be performed for the above-referenced project. A detailed scope of work shall be attached and included as part of this Exhibit.

Task/Services	Work Type (Lump Sum, T&M)	Total
See attached BioCNG Proposal detailing the scope of the work to be performed pursuant to this Exhibit.		
Task 4 – Proposal Schedule of Values, Pipeline Construction (Subject to price adjustment due to potential piping material price escalation and seasonal construction)	Lump Sum	$1,100,000
	TOTAL	$1,100,000

Performance Period

Services shall commence by October 27, 2014 and shall be completed by June 24, 2015.

Project Managers
BioCNG, LLC
Name: Steven G. Wittmann
Address: 8413 Excelsior Drive, Suite 160
Madison, WI 53717
Phone: (630) 633-5845
E-Mail: steve.wittmann@cornerstoneeg.com

Projects Managers
City of Grand Junction
Name: Bret Guillory
Address: 250 N. 5th Street
Grand Junction. CO 81501
Phone: 970-244-1590
E-Mail: Bretg@gjcity.org

Approvals

BioCNG, LLC
By: 
Authorized Representative
Matthew E. Davies, President
Name/Title (printed)
Date: October 23, 2014

City of Grand Junction
By: Scott Hockins
Digitally signed by Scott Hockins
DN: cn=Scott Hockins, o=City of Grand Junction, ou=Purchasing Division, email=scotth@gjcity.org, c=US
Date: 2014.10.23 10:42:55 -06'00'
Authorized Representative
Scott Hockins, Purchasing Supervisor
Name/Title (printed)
Date: October 23, 2014

Request for Proposal
RFP-3813-14-SDH

PERSIGO WASTEWATER TREATMENT FACILITY COMPRESSED BIOGAS DESIGN/BUILD

RESPONSES DUE:
March 11, 2014 prior to 2:00 p.m.
250 N. 5th Street
City Clerk's Office, Room #111
Grand Junction, CO 81501

PURCHASING REPRESENTATIVE:
Scott Hockins, Purchasing Supervisor
scotth@gjcity.org
970-244-1484

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction/Mesa County solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX IS NOT ACCEPTABLE** for this solicitation.

REQUEST FOR PROPOSAL

TABLE OF CONTENTS

Section

REQUEST FOR PROPOSAL
RFP-3813-14-SDH
Compressed Biogas Design/Build

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

1.1 Issuing Office: This Request for Proposal (RFP) is issued for the City of Grand Junction (Owner) on behalf of the Persigo Wastewater Treatment Facility. All contact regarding this RFP is directed to:

RFP QUESTIONS:
Scott Hockins, Purchasing Supervisor
scotth@gjcity.org

1.2 Purpose: The purpose of this RFP is to obtain proposals from qualified professional firms to provide a Design/Build Project for the utilization of methane gas produced at the Persigo Wastewater Treatment Plant as a vehicle fuel.

1.3 The Owner: The Owner is the City of Grand Junction and/or Mesa County, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.

1.4 Site Vist/Briefing: A **mandatory** site visit is required for all prospective offerors. The purpose of this visit will be to inspect and to clarify the contents of this Request for Proposal (RFP). Meeting location shall be at the Persigo Waste Water Treatment Plant located at 2145 River Road on February 26, 2014 at 2:00 p.m.

1.5 Compliance: All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.

1.6 Submission: Please refer to section 5.0 for what is to be included. Each proposal shall include **One (1) hard copy** and **one (1) electronic copy on CD or USB Flash Drive,** placed in a sealed envelope and marked clearly on the outside **"RFP-3813-14-SDH Compressed Biogas Design/Build."** THE ELECTRONIC COPY SHALL BE AN EXACT REPRODUCTION OF THE ORIGINAL DOCUMENT(S) PROVIDED. ALL SECTIONS SHALL BE COMBINED INTO A SINGLE ELECTRONIC DOCUMENT. For proper comparison and evaluation, the Owner requests that proposals be formatted as directed in Section 5.0 "Preparation and Submittal of Proposals." Submittals received that fail to follow this format may be ruled non-responsive.

1.7 Altering Proposals: Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.

1.8 Withdrawal of Proposal: A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror prior to the sixty-first (61st) day following the submittal deadline date and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.

1.9 Acceptance of Proposal Content: The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.

1.10 Exclusion: No oral, telegraphic, or telephonic proposals shall be considered.

1.11 Addenda: All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the City's website at www.gjcity.org by selecting the Bids link, and Bidnet at www.rockymountainbidsystem.com. Offerors shall acknowledge receipt of all addenda in their proposal.

1.12 Exceptions and Substitutions: All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.

1.13 Confidential Material: All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. "**Proprietary or Confidential Information"** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "***Confidential Disclosure***" and placed in a separate envelope shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Purchasing Supervisor. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.

1.14 Response Material Ownership: All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner's option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to

this RFP, subject to limitations outlined in the section 1.12 entitled "Confidential Material". Disqualification of a proposal does not eliminate this right.

1.15 Minimal Standards for Responsible Prospective Offerors: A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required.
- Be able to comply with the required or proposed completion schedule.
- Have a satisfactory record of performance.
- Have a satisfactory record of integrity and ethics.
- Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.

1.16 Open Records: Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.

1.17 Sales Tax: City of Grand Junction/Mesa County is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

2.1. Acceptance of RFP Terms: A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

2.2. Execution, Correlation, Intent, and Interpretations: The Contract Documents shall be signed in not less than triplicate by the Owner (Owner) and Contractor. Owner will provide the contract. By executing the contract, the Contractor represents that he/she has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project, and

with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.

2.3. Permits, Fees, & Notices: The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.

2.4. Responsibility for those Performing the Work: The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the work under a contract with the Contractor.

2.5. Use of the Site: The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.

2.6. Cleanup: The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of work he shall remove all his waste materials and rubbish from and about the project, as well as all his equipment and surplus materials.

2.7. Miscellaneous Conditions: OSHA Standards: All bidders agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the Owner may require the services to be redone at no additional expense to the Owner.

2.8. Payment & Completion: The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when he finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Contractor, of the value of Work performed and materials placed in accordance with the Contract Documents.

2.9. Protection of Persons & Property: The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent

utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.

2.10. Changes in the Work: The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time.

2.11. Minor Changes in the Work: The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.

2.12. Uncovering & Correction of Work: The Contractor shall promptly correct all work found by the Owner as defective or as failing to conform to the contract documents. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner.

2.13. Amendment: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner Purchasing Division.

2.14. Assignment: The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.

2.15. Compliance with Laws: Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.16. Confidentiality: All information disclosed by the Owner to the Offeror for the purpose of the work to be done or information that comes to the attention of the Offeror during the course of performing such work is to be kept strictly confidential.

2.17. Conflict of Interest: No public official and/or Owner employee shall have interest in any contract resulting from this RFP.

2.18. Contract: This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement

between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.

2.19. Project Manager/Administrator: The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.

2.20. Contract Termination: This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.

2.21. Employment Discrimination: During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:

2.21.1. The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2.21.2. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.

2.21.3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2.22. Immigration Reform and Control Act of 1986 and Immigration Compliance: The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).

2.23. Ethics: The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.

2.24. Failure to Deliver: In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.

2.25. Failure to Enforce: Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.

2.26. Force Majeure: The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.

2.27. Indemnification: Offeror shall defend, indemnify and save harmless the Owner, State of Colorado, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.

2.28. Independent Firm: The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.

2.29. Nonconforming Terms and Conditions: A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

2.30. Ownership: All plans, prints, designs, concepts, etc., shall become the property of the Owner.

2.31. Oral Statements: No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.

2.32. Patents/Copyrights: The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement.

Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.

2.33. Remedies: The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

2.34. Venue: Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.

2.35. Expenses: Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the Owner.

2.36. Sovereign Immunity: The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.

2.37. Public Funds/Non-Appropriation of Funds: Funds for payment have been provided through the City of Grand Junction/Mesa County budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated City of Grand Junction/Mesa County fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.

2.38. Collusion Clause: Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.

2.39. Gratuities: The proposer certifies and agrees that no gratuities, kickbacks or contingency fees were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the proposer breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.

2.40. Safety Warranty: Offeror also warrants that the services performed shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970.

2.41. OSHA Standards: All Offerors agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA Standards, the Owner may require the services to be redone at no additional expense to the Owner.

2.42. Performance of the Contract: The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.

2.43. Benefit Claims: The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.

2.44. Default: The Owner reserves the right to terminate the contract immediately in the event the Offeror fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.

2.45. Multiple Offers: Proposers must determine for themselves which product to offer. If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.

2.46. Cooperative Purchasing: Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

2.47. Definitions:

2.47.1. "Consultant" refers to the person, partnership, firm or corporation entering into an Agreement with the Owner for the services required and the legal representatives of said party or the agent appointed to act for said party in the performance of the service(s) contracted for.

2.47.2. "Offeror" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a bid (fee) proposal in response to the Owner's RFP.

2.47.3. The term "Work" includes all labor necessary to produce the requirements by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

2.47.4. "Owner" is the City of Grand Junction/Mesa County, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Contractor shall provide

facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. Based on such observations and the Contractor's Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject work which does not conform to the Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require the Contractor to stop the work or any portion, or to require special inspection or testing of the work, whether or not such work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the work.

2.47.5. "Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.

2.47.6. "Sub-Contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

2.48. Public Disclosure Record: If the bidder has knowledge of their employee(s) or sub-Bidders having an immediate family relationship with a Owner employee or elected official, the bidder must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

SECTION 3.0: INSURANCE REQUIREMENTS

3.1 Insurance Requirements: The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Subcontractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. In the case of any claims-

made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with minimum limits of:

ONE MILLION DOLLARS ($1,000,000) each accident,
ONE MILLION DOLLARS ($1,000,000) disease - policy limit, and
ONE MILLION DOLLARS ($1,000,000) disease - each employee

(b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS ($1,000,000) each occurrence and
ONE MILLION DOLLARS ($1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS ($1,000,000) each occurrence and
ONE MILLION DOLLARS ($1,000,000) aggregate

(d) Errors & Omissions Policy

ONE MILLION DOLLARS ($1,000,000)

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraphs (a), (b), and (c) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

General/Background: Methane gas is a by-product of the Persigo Wastewater Treatment Facility's anaerobic digestion process. The City of Grand Junction currently has a compressed Natural Gas (CNG) fueling station located approximately 5.2 miles east of the Persigo Wastewater Facility. The purpose of this study is to design equipment that will treat the wastewater methane to a quality acceptable for vehicle fueling purposes, and to design a pipeline for the transportation of the gas from Persigo to the current fueling site.

4.1. General Scope of Services:

The city of Grand Junction is seeking cost proposals from a qualified Design/Build (DB) contractor to complete a project to clean biogas generated at the Persigo Waste Water Treatment Plant (WWTP), and deliver the compressed natural gas (CNG) product to an existing CNG fueling station. It is envisioned that the scrubbing and compression equipment will be installed at the WWTP, 2145 River Road, located approximately five (5.2) miles west of the existing CNG fueling facility that is located at the City Shops campus, 333 West Avenue.

All aspects of this project shall take into consideration existing CNG vehicle fuel usage and expected growth of the City's and other governmental entities' CNG fueled fleet. A list of the current fleet, expected future fleet, current fuel volume used, and fueling hours, is included as Appendix A.

The proposal shall include identification of all equipment needed, and operation and maintenance costs to successfully clean, compress, and deliver bio-fuel from the WWTP to the existing fueling station. This equipment and O&M information shall be included with the proposal as a separate cost from the Design Build Contract.

This DB project shall include a pipeline to deliver the gas from the WWTP to the current City owned CNG fueling site. The pipeline must deliver CNG to the fueling site at the minimum acceptable inlet pressure of 20 psi during various fueling demands. Determination of the demand flow rate for current use and future build-out shall be included with this design effort. Alternatives for gas storage equipment shall be included in the project that will allow the bio-gas to be stored during periods of low usage and to be available during periods of high usage.

4.2. Site Visit/Briefing: A **mandatory** site visit is required by all contractors intending to submit a response to this RFP. Any contractor that does not attend the **mandatory** site visit shall not be eligible to submit a response to this RFP. **The site visit shall be held at the Persigo Waste Water Treatment Plant located at 2145 River Road, Grand Junction, CO on Wednesday, February 26, at 2:00 p.m.**

4.3. RFP Tentative Time Schedule:

- Request for Proposal available 2/12/14
- Mandatory Site Visit 2/26/14
- Inquiry deadline, no questions after this date 2/28/14

- Submittal deadline for proposals 3/11/14
- Owner evaluation of proposals 3/14/14
- Final selection TBD
- Contract execution 6/5/14
- Work begins no later than 6/12/14(estimate)

4.4. Questions Regarding Scope of Services:

Scott Hockins, Purchasing Supervisor
scotth@gjcity.org

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

5.1 Submission: Each proposal shall include **One (1) hard copy** and **one (1) electronic copy on USB Flash Drive or CD**, placed in a sealed envelope and marked clearly on the outside **"RFP-3813-14-SDH". The electronic copy shall be an exact reproduction of the original documents provided. All sections shall be combined into a SINGLE ELECTRONIC DOCUMENT.** Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requests that proposals be formatted **A** to **E**. Proposals must contain all of the following information to satisfy the requirements of this RFP:

A. Cover Letter: Cover letter shall be provided which explains the Firm's interest in the project. The letter shall contain the name/address/phone number of the person who will serve as the firm's principal contact person with Owner's Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm and by signing, has acknowledged all addenda. By submitting a response to this solicitation the Contractor agrees to all requirements herein.

B. Qualifications/Experience/Credentials: Proposers shall provide their qualifications for consideration as a contract provider to the City of Grand Junction/Mesa County and shall demonstrate the following minimum qualifications:

- The selected Design Build Contractor (Contractor) shall be able to demonstrate experience with the design, permitting and installation of a minimum of five (5) installations that convert biogas to CNG vehicle fuel.
- In order to minimize hazards during the introduction of flammable gases to piping and equipment, all relevant NFPA Codes must be followed.
- The Contractor shall be able to document biogas to CNG system operating experience based upon the system proposed.
- The Contractor shall be able to demonstrate experience with the integration of biogas to CNG upgrade system with the CNG compression, storage and fueling station. Experience with at least one project that integrates biogas-CNG into an existing natural gas-CNG fueling system is required.
- If components are to be provided by multiple sub vendors then each sub

vendor's equipment shall have been installed at five locations with at least one location containing a similar complete installation as is proposed for this installation.

- Demonstrated knowledge and experience with Biogas collection and control systems.
- Demonstrated knowledge and experience with other on-site Biogas to energy systems.

C. **Strategy and Implementation Plan:** Describe your (the firm's) interpretation of the Owner's objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate his/her ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **time schedule** for completion of your firm's implementation plan broken out into, design, permitting, and construction and an estimate of time commitments from Owner staff. This schedule will be approximate, and may change based on grant applications by Owner.

D. **References:** A minimum of three (3) **references** with their names, addresses and telephone numbers that can attest to your experience in projects of similar scope and size.

E. **Fees:** Provide a complete schedule of values broken out into **Schematic Design** (Project Administration, Document Checking, Structural Design, Mechanical Design, Electrical Design, Site Design, Specifications, Cost Estimating, Scheduling), **Subcontractor Bidding** (Project Administration, Bidding Materials, Bid Evaluation, Subcontractor Agreements), **Construction** (Project Administration, Coordination, Permitting, Field Observation, Documents, Scheduling, Cost Accounting), **Project Closeouts** (Record Documents, Operations & Maintenance Manuals, Warranty Period).

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

6.1 **Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.

6.2 **Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all Statements. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Responsiveness of submittal to the RFP

- Experience
- Necessary resources
- Strategy & Implementation Plan
- References
- Fees

The Owner undertake negotiations with the top rated firm and will not negotiate with lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated.

6.3 Oral Interviews: The Owner may invite the most qualified rated proposers to participate in oral interviews.

6.4 Award: Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Contractor.

SECTION 7.0: SOLICITATION RESPONSE FORM

RFP-3813-14-SDH "Persigo Waste Water Treatment Plant Bio-Fuel Design/Build Project"

1) Total cost to provide all labor, parts, supplies, equipment and installation necessary for the per scope of work:

TOTAL COST NOT TO EXCEED $_____dollars.

The Owner reserves the right to accept any portion of the work to be performed at its discretion

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The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto. This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals. The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies that he/she is a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Date: _____

_____	_____
Company Name – (Typed or Printed)	Authorized Agent – (Typed or Printed)
_____	_____
Authorized Agent Signature	Title
_____	_____
Address of Offeror	Owner, State, and Zip Code
_____	_____
E-mail Address of Agent	Phone Number

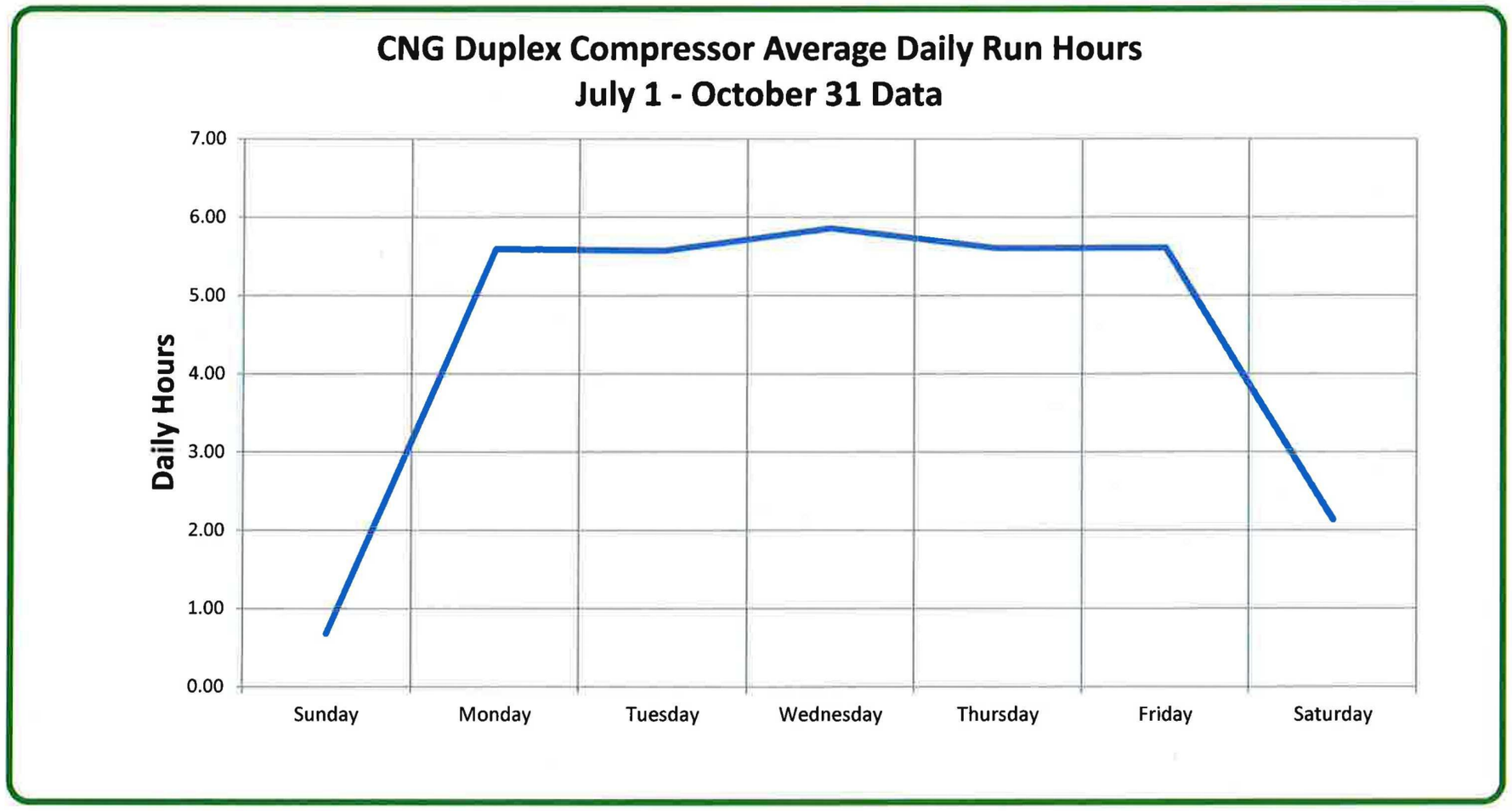
Appendix A

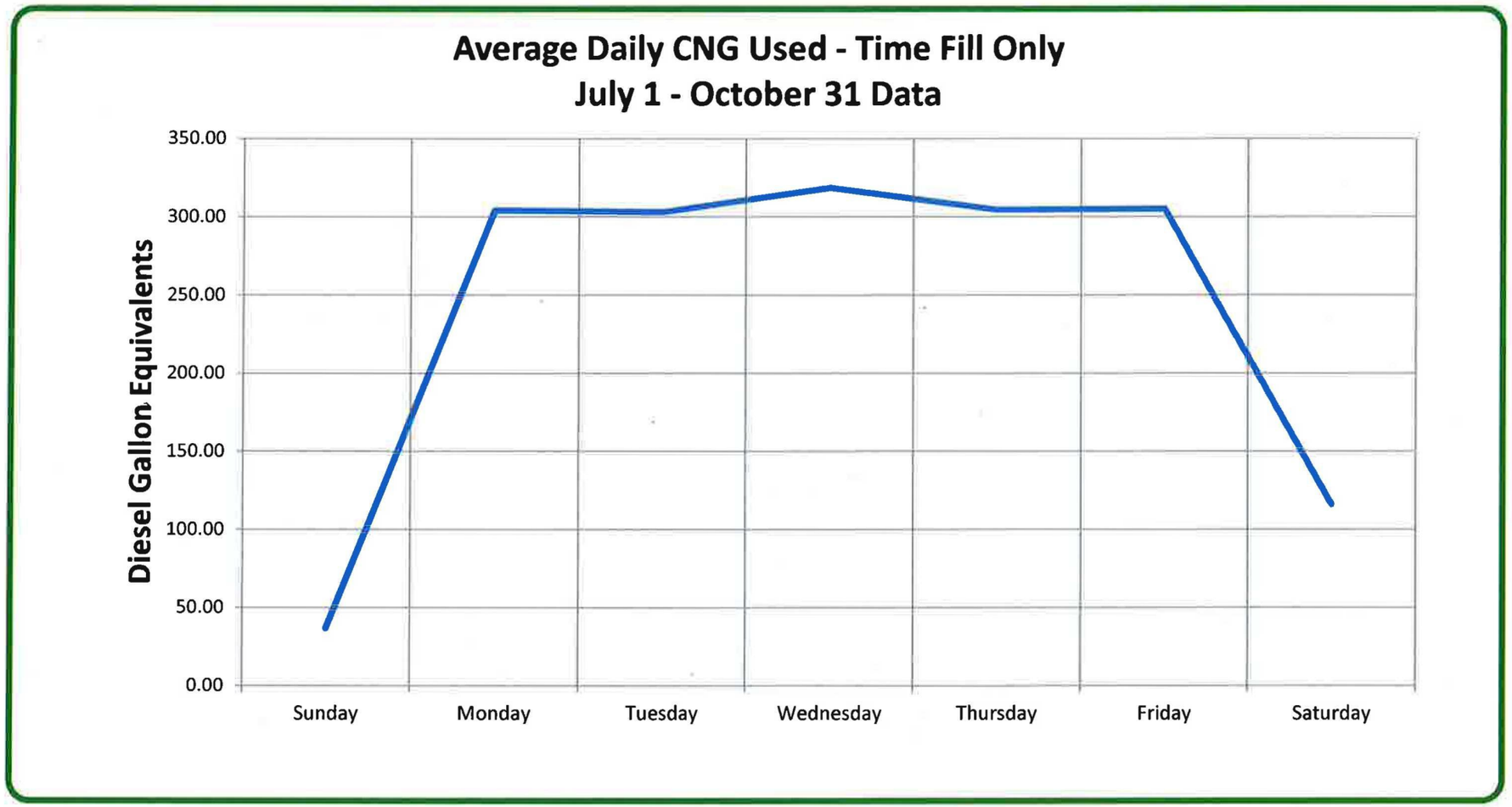
The fueling site currently serves 13 City vehicles and 4 GVT busses. This usage is expected to increase as the City retires older fleet vehicles and as GVT expands their bus service. City and GVT vehicles typically utilize the time fill stations between 2:00 pm and 7:00 pm. There are currently ten (10) time fill stations being utilized. The City plans to add ten (10) more time fill stations to this fueling site in 2014. Vehicles currently fuel utilizing 10 existing time fill stations from the 1:00 p.m. to 6:00 p.m. daily.

Additional Compression at the fueling site is not included with this project evaluation.

The delivery point at the existing fueling site shall be accomplished with a Tee to the Xcel fuel supply. The Xcel supply is currently regulated to provide a delivery pressure of 20 psi. The connection shall be designed so that in the event Bio-Gas is not available the Xcel feed could be utilized as a redundant fuel source.

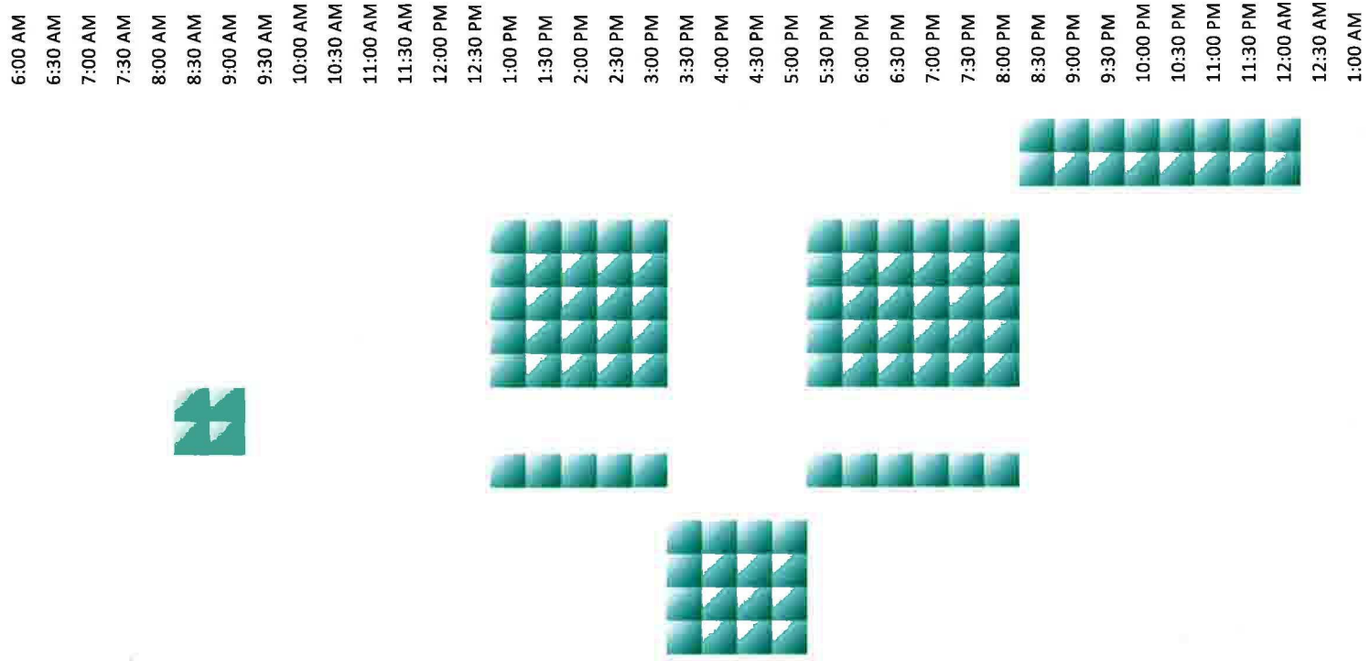
The Persigo WWTP is currently producing 120,000 cubic feet of biogas/day (64% methane) with an influent flow of 7.4 million gallons per day (10,100 cubic feet / 1 MGD). Actual percentage of methane recovered will need to be established with this project. Current rated capacity of the WWTP is 12.5 MGD, build-out capacity of the WWTP is 25 MGD.


CNG Duplex Compressor Average Daily Run Hours
July 1 - October 31 Data
Daily Hours
7.00
6.00
5.00
4.00
3.00
2.00
1.00
0.00
Sunday
Monday
Tuesday
Wednesday
Thursday
Friday
Saturday


Average Daily CNG Used - Time Fill Only
July 1 - October 31 Data
Diesel Gallon Equivalents
350.00
300.00
250.00
200.00
150.00
100.00
50.00
0.00
Sunday
Monday
Tuesday
Wednesday
Thursday
Friday
Saturday

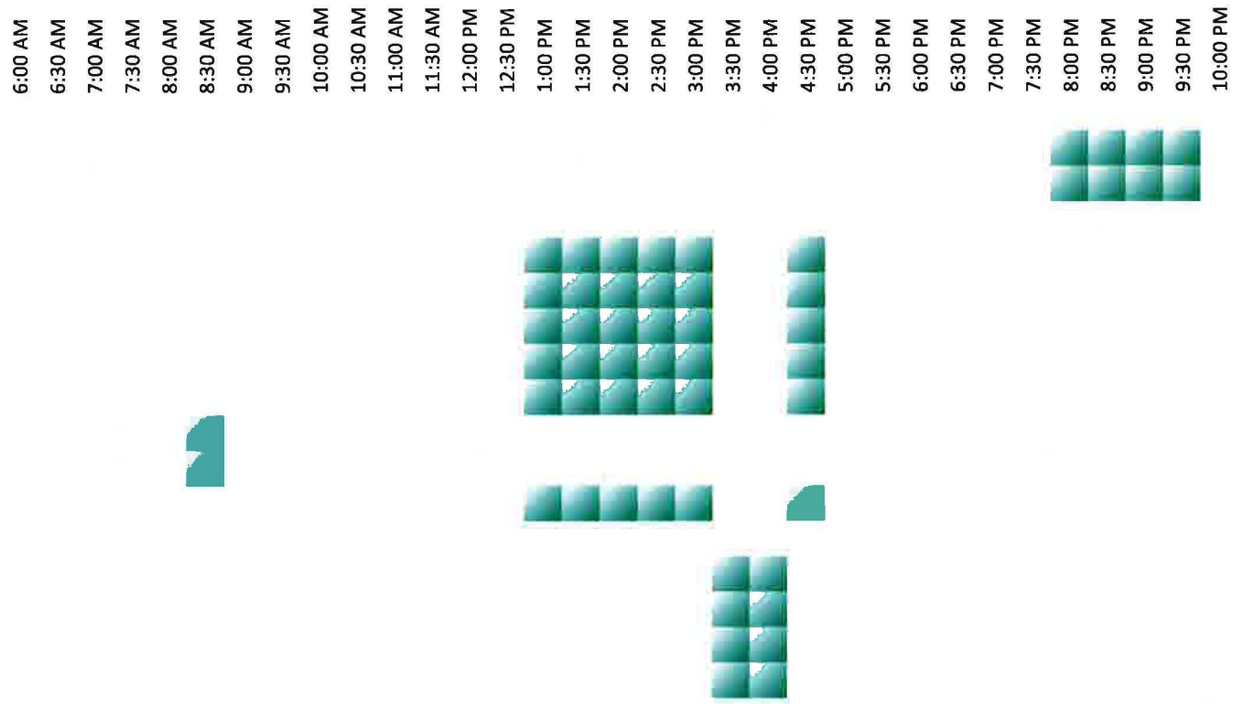
Vehicle Fueling Profile

Vehicle Type	Daily DGE	Simplex Compressor Run Time Minutes	Starting Fill Time
GVT Bus	45	99.3	8:00 PM
GVT Bus	45	99.3	8:00 PM
Refuse Side Loader	25	55.2	1:00 PM
Refuse Side Loader	25	55.2	1:00 PM
Refuse Side Loader	25	55.2	1:00 PM
Refuse Side Loader	25	55.2	1:00 PM
Refuse Side Loader	25	55.2	1:00 PM
Refuse Front Load	10	22.1	8:30 AM
Refuse Front Load	10	22.1	8:30 AM
Refuse Rear Load	20	44.2	1:00 PM
Tandem Dump	10	22.1	3:00 PM
Tandem Dump	10	22.1	3:00 PM
Single Dump	10	22.1	3:00 PM
Street Sweeper	20	44.2	3:00 PM
Average Daily Demand	305	673.3	



Vehicle Fueling Profile

Vehicle Type	Daily DGE	Duplex Compressor Run Time Minutes	Starting Fill Time
GVT Bus	45	49.7	8:00 PM
GVT Bus	45	49.7	8:00 PM
Refuse Side Loader	25	27.6	1:00 PM
Refuse Side Loader	25	27.6	1:00 PM
Refuse Side Loader	25	27.6	1:00 PM
Refuse Side Loader	25	27.6	1:00 PM
Refuse Side Loader	25	27.6	1:00 PM
Refuse Front Load	10	11.0	8:30 AM
Refuse Front Load	10	11.0	8:30 AM
Refuse Rear Load	20	22.1	1:00 PM
Tandem Dump	10	11.0	3:00 PM
Tandem Dump	10	11.0	3:00 PM
Single Dump	10	11.0	3:00 PM
Street Sweeper	20	22.1	3:00 PM
Average Daily Demand	305	336.6	



	AM Gas DecaTherms	Therms	British Thermal Units Multiplier	BTU's	BTU's/DGE 128,000	DGE's/Day	Fast Fill Usage Gallons/Day	Total City Fleet DGE's Day	Compressor Daily Run Times (Hrs) Single DGE/Hr 27.18	Duplex DGE/Hr 54.37	
1-Jul-13 Monday	25	250	100,000	25,000,000	195	195	34	162	5.95	2.97	
2-Jul-13 Tuesday	65	650	100,000	65,000,000	508	508	40	468	17.20	8.60	
3-Jul-13 Wednesday	61	610	100,000	61,000,000	477	477	77	399	14.69	7.34	
4-Jul-13 Thursday	7	70	100,000	7,000,000	55	55	0	55	2.01	1.01	Holiday
5-Jul-13 Friday	20	200	100,000	20,000,000	156	156	19	137	5.04	2.52	
6-Jul-13 Saturday	52	520	100,000	52,000,000	406	406	52	354	13.04	6.52	Saturday Work
7-Jul-13 Sunday	2	20	100,000	2,000,000	16	16	56	-40	-1.47	-0.73	
8-Jul-13 Monday	59	590	100,000	59,000,000	461	461	82	379	13.93	6.96	
9-Jul-13 Tuesday	43	430	100,000	43,000,000	336	336	40	296	10.89	5.44	
10-Jul-13 Wednesday	47	470	100,000	47,000,000	367	367	40	327	12.05	6.02	
11-Jul-13 Thursday	47	470	100,000	47,000,000	367	367	3	364	13.41	6.70	
12-Jul-13 Friday	50	500	100,000	50,000,000	391	391	21	370	13.61	6.80	
13-Jul-13 Saturday	14	140	100,000	14,000,000	109	109	7	102	3.77	1.88	
14-Jul-13 Sunday	11	110	100,000	11,000,000	86	86	41	45	1.64	0.82	
15-Jul-13 Monday	59	590	100,000	59,000,000	461	461	96	365	13.43	6.71	
16-Jul-13 Tuesday	59	590	100,000	59,000,000	461	461	35	426	15.66	7.83	
17-Jul-13 Wednesday	63	630	100,000	63,000,000	492	492	73	419	15.43	7.71	
18-Jul-13 Thursday	54	540	100,000	54,000,000	422	422	46	376	13.83	6.91	
19-Jul-13 Friday	38	380	100,000	38,000,000	297	297	44	253	9.32	4.66	
20-Jul-13 Saturday	14	140	100,000	14,000,000	109	109	22	87	3.20	1.60	
21-Jul-13 Sunday	2	20	100,000	2,000,000	16	16	0	16	0.57	0.29	
22-Jul-13 Monday	61	610	100,000	61,000,000	477	477	104	372	13.70	6.85	
23-Jul-13 Tuesday	52	520	100,000	52,000,000	406	406	60	346	12.75	6.37	
24-Jul-13 Wednesday	63	630	100,000	63,000,000	492	492	33	459	16.89	8.44	
25-Jul-13 Thursday	65	650	100,000	65,000,000	508	508	93	415	15.26	7.63	
26-Jul-13 Friday	52	520	100,000	52,000,000	406	406	21	385	14.18	7.09	
27-Jul-13 Saturday	23	230	100,000	23,000,000	180	180	19	160	5.90	2.95	
28-Jul-13 Sunday	7	70	100,000	7,000,000	55	55	12	43	1.57	0.78	
29-Jul-13 Monday	61	610	100,000	61,000,000	477	477	89	388	14.28	7.14	
30-Jul-13 Tuesday	56	560	100,000	56,000,000	438	438	58	379	13.95	6.97	
31-Jul-13 Wednesday	58	580	100,000	58,000,000	453	453	45	408	15.00	7.50	

1-Aug-13	Thursday	43	430	100,000	43,000,000	336	336	20	316	11.62	5.81	
2-Aug-13	Friday	52	520	100,000	52,000,000	406	406	53	354	13.01	6.50	
3-Aug-13	Saturday	18	180	100,000	18,000,000	141	141	10	131	4.82	2.41	
4-Aug-13	Sunday	2	20	100,000	2,000,000	16	16	15	1	0.03	0.01	
5-Aug-13	Monday	52	520	100,000	52,000,000	406	406	77	329	12.12	6.06	
6-Aug-13	Tuesday	43	430	100,000	43,000,000	336	336	20	316	11.63	5.81	
7-Aug-13	Wednesday	47	470	100,000	47,000,000	367	367	60	307	11.31	5.65	
8-Aug-13	Thursday	38	380	100,000	38,000,000	297	297	93	204	7.49	3.74	
9-Aug-13	Friday	43	430	100,000	43,000,000	336	336	29	307	11.29	5.64	
10-Aug-13	Saturday	14	140	100,000	14,000,000	109	109	30	80	2.93	1.46	
11-Aug-13	Sunday	11	110	100,000	11,000,000	86	86	46	40	1.48	0.74	
12-Aug-13	Monday	52	520	100,000	52,000,000	406	406	85	321	11.81	5.90	
13-Aug-13	Tuesday	43	430	100,000	43,000,000	336	336	77	259	9.52	4.76	
14-Aug-13	Wednesday	43	430	100,000	43,000,000	336	336	26	310	11.40	5.70	
15-Aug-13	Thursday	38	380	100,000	38,000,000	297	297	79	218	8.00	4.00	
16-Aug-13	Friday	38	380	100,000	38,000,000	297	297	11	285	10.50	5.25	
17-Aug-13	Saturday	11	110	100,000	11,000,000	86	86	18	68	2.51	1.26	
18-Aug-13	Sunday	5	50	100,000	5,000,000	39	39	38	1	0.06	0.03	
19-Aug-13	Monday	52	520	100,000	52,000,000	406	406	99	308	11.32	5.66	
20-Aug-13	Tuesday	54	540	100,000	54,000,000	422	422	61	360	13.26	6.63	
21-Aug-13	Wednesday	54	540	100,000	54,000,000	422	422	124	298	10.95	5.47	
22-Aug-13	Thursday	50	500	100,000	50,000,000	391	391	40	350	12.89	6.45	
23-Aug-13	Friday	50	500	100,000	50,000,000	391	391	113	277	10.20	5.10	
24-Aug-13	Saturday	14	140	100,000	14,000,000	109	109	38	72	2.64	1.32	
25-Aug-13	Sunday	14	140	100,000	14,000,000	109	109	43	66	2.44	1.22	
26-Aug-13	Monday	43	430	100,000	43,000,000	336	336	54	282	10.37	5.18	
27-Aug-13	Tuesday	45	450	100,000	45,000,000	352	352	50	301	11.09	5.54	
28-Aug-13	Wednesday	25	250	100,000	25,000,000	195	195	139	56	2.08	1.04	
29-Aug-13	Thursday	50	500	100,000	50,000,000	391	391	22	368	13.55	6.77	
30-Aug-13	Friday	56	560	100,000	56,000,000	438	438	100	338	12.43	6.21	
31-Aug-13	Saturday	5	50	100,000	5,000,000	39	39	65	-26	-0.94	-0.47	
1-Sep-13	Sunday	2	20	100,000	2,000,000	16	16	26	-10	-0.38	-0.19	
2-Sep-13	Monday	14	140	100,000	14,000,000	109	109	64	46	1.68	0.84	Holiday
3-Sep-13	Tuesday	56	560	100,000	56,000,000	438	438	98	340	12.49	6.24	
4-Sep-13	Wednesday	61	610	100,000	61,000,000	477	477	70	407	14.97	7.49	
5-Sep-13	Thursday	41	410	100,000	41,000,000	320	320	29	292	10.73	5.37	

6-Sep-13	Friday	45	450	100,000	45,000,000	352	352	14	337	12.41	6.20	
7-Sep-13	Saturday	23	230	100,000	23,000,000	180	180	24	155	5.71	2.85	Saturday Work
8-Sep-13	Sunday	23	230	100,000	23,000,000	180	180	43	137	5.05	2.52	
9-Sep-13	Monday	36	360	100,000	36,000,000	281	281	41	240	8.84	4.42	
10-Sep-13	Tuesday	41	410	100,000	41,000,000	320	320	42	278	10.24	5.12	
11-Sep-13	Wednesday	45	450	100,000	45,000,000	352	352	97	255	9.38	4.69	
12-Sep-13	Thursday	45	450	100,000	45,000,000	352	352	63	289	10.62	5.31	
13-Sep-13	Friday	25	250	100,000	25,000,000	195	195	19	177	6.50	3.25	
14-Sep-13	Saturday	18	180	100,000	18,000,000	141	141	34	106	3.91	1.95	
15-Sep-13	Sunday	5	50	100,000	5,000,000	39	39	15	24	0.89	0.45	
16-Sep-13	Monday	34	340	100,000	34,000,000	266	266	61	205	7.54	3.77	
17-Sep-13	Tuesday	36	360	100,000	36,000,000	281	281	10	271	9.96	4.98	
18-Sep-13	Wednesday	54	540	100,000	54,000,000	422	422	108	313	11.53	5.76	
19-Sep-13	Thursday	41	410	100,000	41,000,000	320	320	14	306	11.26	5.63	
20-Sep-13	Friday	27	270	100,000	27,000,000	211	211	33	178	6.55	3.28	
21-Sep-13	Saturday	11	110	100,000	11,000,000	86	86	29	57	2.10	1.05	
22-Sep-13	Sunday	9	90	100,000	9,000,000	70	70	40	30	1.12	0.56	
23-Sep-13	Monday	41	410	100,000	41,000,000	320	320	16	305	11.21	5.61	
24-Sep-13	Tuesday	41	410	100,000	41,000,000	320	320	89	232	8.53	4.26	
25-Sep-13	Wednesday	29	290	100,000	29,000,000	227	227	30	196	7.22	3.61	
26-Sep-13	Thursday	34	340	100,000	34,000,000	266	266	35	231	8.49	4.24	
27-Sep-13	Friday	43	430	100,000	43,000,000	336	336	71	265	9.74	4.87	
28-Sep-13	Saturday	23	230	100,000	23,000,000	180	180	70	109	4.02	2.01	
29-Sep-13	Sunday	11	110	100,000	11,000,000	86	86	85	1	0.02	0.01	
30-Sep-13	Monday	45	450	100,000	45,000,000	352	352	56	296	10.87	5.43	
1-Oct-13	Tuesday	56	560	100,000	56,000,000	438	438	121	317	11.65	5.83	
2-Oct-13	Wednesday	61	610	100,000	61,000,000	477	477	88	389	14.30	7.15	
3-Oct-13	Thursday	63	630	100,000	63,000,000	492	492	67	425	15.63	7.81	
4-Oct-13	Friday	43	430	100,000	43,000,000	336	336	50	285	10.50	5.25	
5-Oct-13	Saturday	9	90	100,000	9,000,000	70	70	14	56	2.08	1.04	
6-Oct-13	Sunday	14	140	100,000	14,000,000	109	109	68	41	1.51	0.75	
7-Oct-13	Monday	52	520	100,000	52,000,000	406	406	105	301	11.08	5.54	
8-Oct-13	Tuesday	34	340	100,000	34,000,000	266	266	78	188	6.90	3.45	
9-Oct-13	Wednesday	38	380	100,000	38,000,000	297	297	38	259	9.52	4.76	
10-Oct-13	Thursday	36	360	100,000	36,000,000	281	281	55	226	8.31	4.16	
11-Oct-13	Friday	43	430	100,000	43,000,000	336	336	27	309	11.35	5.68	

12-Oct-13	Saturday	25	250	100,000	25,000,000	195	195	144	51	1.88	0.94
13-Oct-13	Sunday	0	0	100,000	-	0	0	15	-15	-0.55	-0.27
14-Oct-13	Monday	45	450	100,000	45,000,000	352	352	23	328	12.07	6.04
15-Oct-13	Tuesday	43	430	100,000	43,000,000	336	336	92	244	8.99	4.49
16-Oct-13	Wednesday	38	380	100,000	38,000,000	297	297	15	282	10.37	5.18
17-Oct-13	Thursday	41	410	100,000	41,000,000	320	320	23	297	10.94	5.47
18-Oct-13	Friday	41	410	100,000	41,000,000	320	320	51	270	9.92	4.96
19-Oct-13	Saturday	11	110	100,000	11,000,000	86	86	32	54	2.00	1.00
20-Oct-13	Sunday	0	0	100,000	-	0	0	0	0	0.00	0.00
21-Oct-13	Monday	32	320	100,000	32,000,000	250	250	14	236	8.70	4.35
22-Oct-13	Tuesday	52	520	100,000	52,000,000	406	406	55	352	12.94	6.47
23-Oct-13	Wednesday	43	430	100,000	43,000,000	336	336	68	268	9.85	4.92
24-Oct-13	Thursday	43	430	100,000	43,000,000	336	336	46	290	10.66	5.33
25-Oct-13	Friday	36	360	100,000	36,000,000	281	281	53	229	8.41	4.21
26-Oct-13	Saturday	14	140	100,000	14,000,000	109	109	19	90	3.32	1.66
27-Oct-13	Sunday	9	90	100,000	9,000,000	70	70	20	50	1.85	0.92
28-Oct-13	Monday	36	360	100,000	36,000,000	281	281	6	275	10.13	5.06
29-Oct-13	Tuesday	36	360	100,000	36,000,000	281	281	43	238	8.75	4.37
30-Oct-13	Wednesday	45	450	100,000	45,000,000	352	352	40	312	11.48	5.74
31-Oct-13	Thursday	34	340	100,000	34,000,000	266	266	14	252	9.26	4.63
1-Nov-13	Friday	41	410	100,000	41,000,000	320	320		320	11.78	5.89
2-Nov-13	Saturday	14	140	100,000	14,000,000	109	109		109	4.02	2.01
3-Nov-13	Sunday	2	20	100,000	2,000,000	16	16		16	0.57	0.29
4-Nov-13	Monday	61	610	100,000	61,000,000	477	477		477	17.53	8.77
5-Nov-13	Tuesday	41	410	100,000	41,000,000	320	320		320	11.78	5.89
6-Nov-13	Wednesday	41	410	100,000	41,000,000	320	320		320	11.78	5.89
7-Nov-13	Thursday	52	520	100,000	52,000,000	406	406		406	14.95	7.47
8-Nov-13	Friday	38	380	100,000	38,000,000	297	297		297	10.92	5.46
9-Nov-13	Saturday	25	250	100,000	25,000,000	195	195		195	7.19	3.59
10-Nov-13	Sunday	14	140	100,000	14,000,000	109	109		109	4.02	2.01
11-Nov-13	Monday	38	380	100,000	38,000,000	297	297		297	10.92	5.46
12-Nov-13	Tuesday	47	470	100,000	47,000,000	367	367		367	13.51	6.75
13-Nov-13	Wednesday	43	430	100,000	43,000,000	336	336		336	12.36	6.18
14-Nov-13	Thursday	47	470	100,000	47,000,000	367	367		367	13.51	6.75
15-Nov-13	Friday	50	500	100,000	50,000,000	391	391		391	14.37	7.18
16-Nov-13	Saturday	16	160	100,000	16,000,000	125	125		125	4.60	2.30

17-Nov-13	Sunday	16	160	100,000	16,000,000	125	125		125	4.60	2.30
18-Nov-13	Monday	56	560	100,000	56,000,000	438	438		438	16.10	8.05
19-Nov-13	Tuesday	36	360	100,000	36,000,000	281	281		281	10.35	5.17
20-Nov-13	Wednesday	43	430	100,000	43,000,000	336	336		336	12.36	6.18
21-Nov-13	Thursday	50	500	100,000	50,000,000	391	391		391	14.37	7.18
22-Nov-13	Friday	56	560	100,000	56,000,000	438	438		438	16.10	8.05
23-Nov-13	Saturday	32	320	100,000	32,000,000	250	250		250	9.20	4.60
24-Nov-13	Sunday	5	50	100,000	5,000,000	39	39		39	1.44	0.72
25-Nov-13	Monday	56	560	100,000	56,000,000	438	438		438	16.10	8.05
26-Nov-13	Tuesday	47	470	100,000	47,000,000	367	367		367	13.51	6.75
27-Nov-13	Wednesday	45	450	100,000	45,000,000	352	352		352	12.93	6.47
28-Nov-13	Thursday	5	50	100,000	5,000,000	39	39		39	1.44	0.72
29-Nov-13	Friday	36	360	100,000	36,000,000	281	281		281	10.35	5.17
30-Nov-13	Saturday	34	340	100,000	34,000,000	266	266		266	9.77	4.89

Average Daily Usage	Average Daily Usage	Average Run Times	
65.10	36.82	0.68	Sunday
354.54	304.19	5.59	Monday
350.07	303.01	5.57	Tuesday
370.16	318.71	5.86	Wednesday
341.15	304.68	5.60	Thursday
338.54	305.07	5.61	Friday
145.09	116.11	2.14	Saturday

Persigo Gas East

N

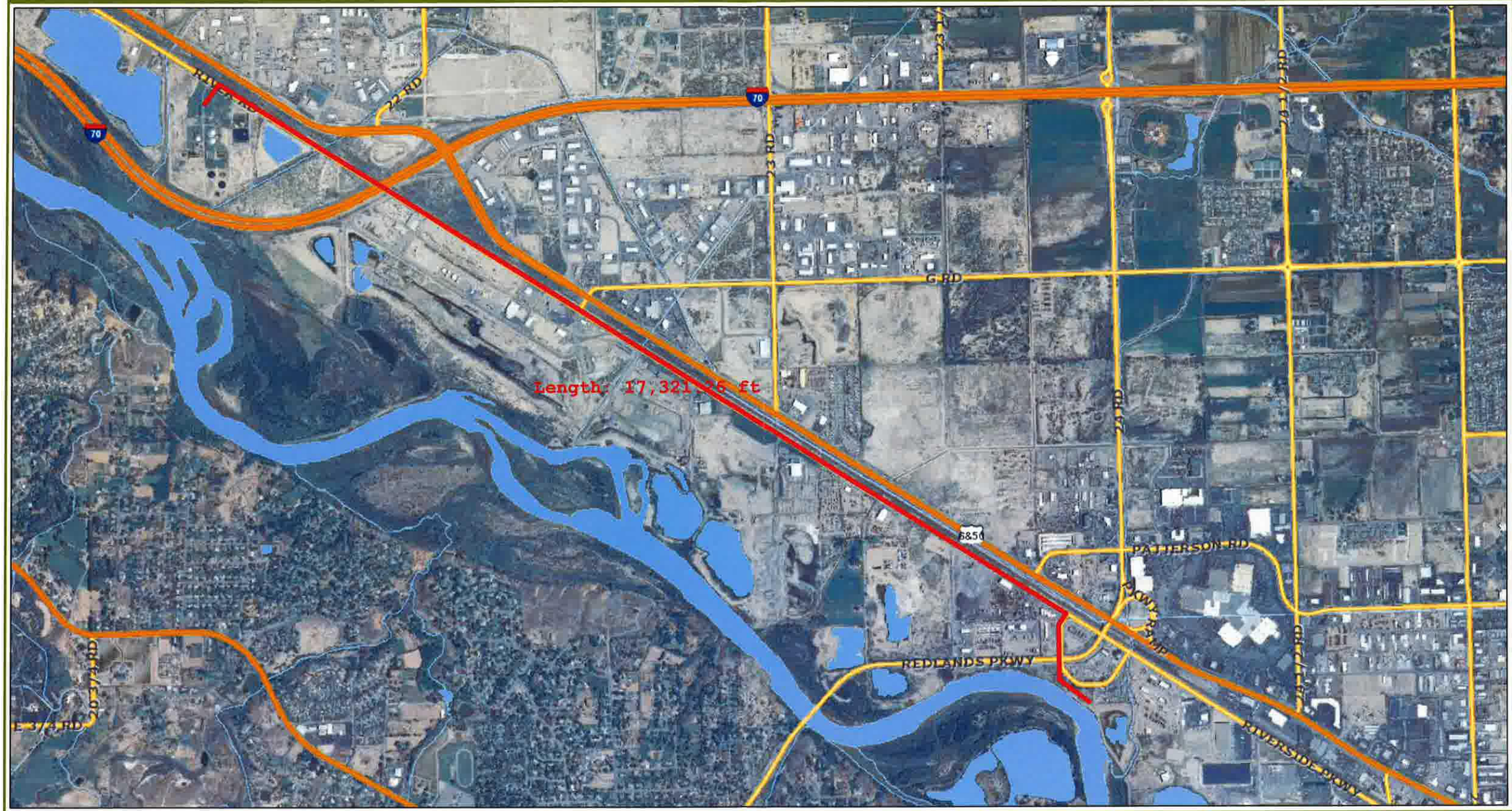
0 0.25 0.5 Miles

Date: 1/13/2014

1 inch = 699 feet

CITY OF Grand Junction COLORADO
GEOGRAPHIC INFORMATION SYSTEM

Persigo Gas West



N

0 0.5 1 Miles

Date: 1/13/2014

1 inch = 1,398 feet

CITY OF Grand Junction COLORADO
GEOGRAPHIC INFORMATION SYSTEM

CITY OF Grand Junction COLORADO

MESA COUNTY

Purchasing Division

ADDENDUM NO. 1

DATE: **February 28, 2014**
FROM: **City of Grand Junction Purchasing Division**
TO: **All Offerors**
RE: **RFP-3813-14-SDH Persigo Biogas Design Build**

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications or changes:

1. Response date for proposals has changed to: March 18, 2014 prior to 2pm local time
2. Attached, please find five (5) PDF's outlining the approximate amount of easements required for the proposed Persigo gas line. They are as follows:
   1) Parcel #2945-081-29-003 (Mays Rental Properties LLC) with 450'+/- of required easement
   2) Parcel #2945-094-00-066 (Dale R. Reece) with 365'+/- of required easement
   3) Parcel #2945-103-52-001 (Legazee Properties LLC) with 250'+/- of required easement
   4) The 33' wide GVIC parcel that parallels the section line lying South of Patterson Road, and
   5) Parcel #2945-092-11-002 (Baker Huges Oilfield Operations Inc) with a possible 300'+/-, if physical conditions require this alternate route.
3. The following documents have been posted on http://www.gjcity.org/BidOpenings.aspx : Digester Gas Quality, Pre-proposal attendance list, Digester cover drawing
4. Assume that the specification for vehicle fuel product gas will be to meet the industry standard, SAE J1616

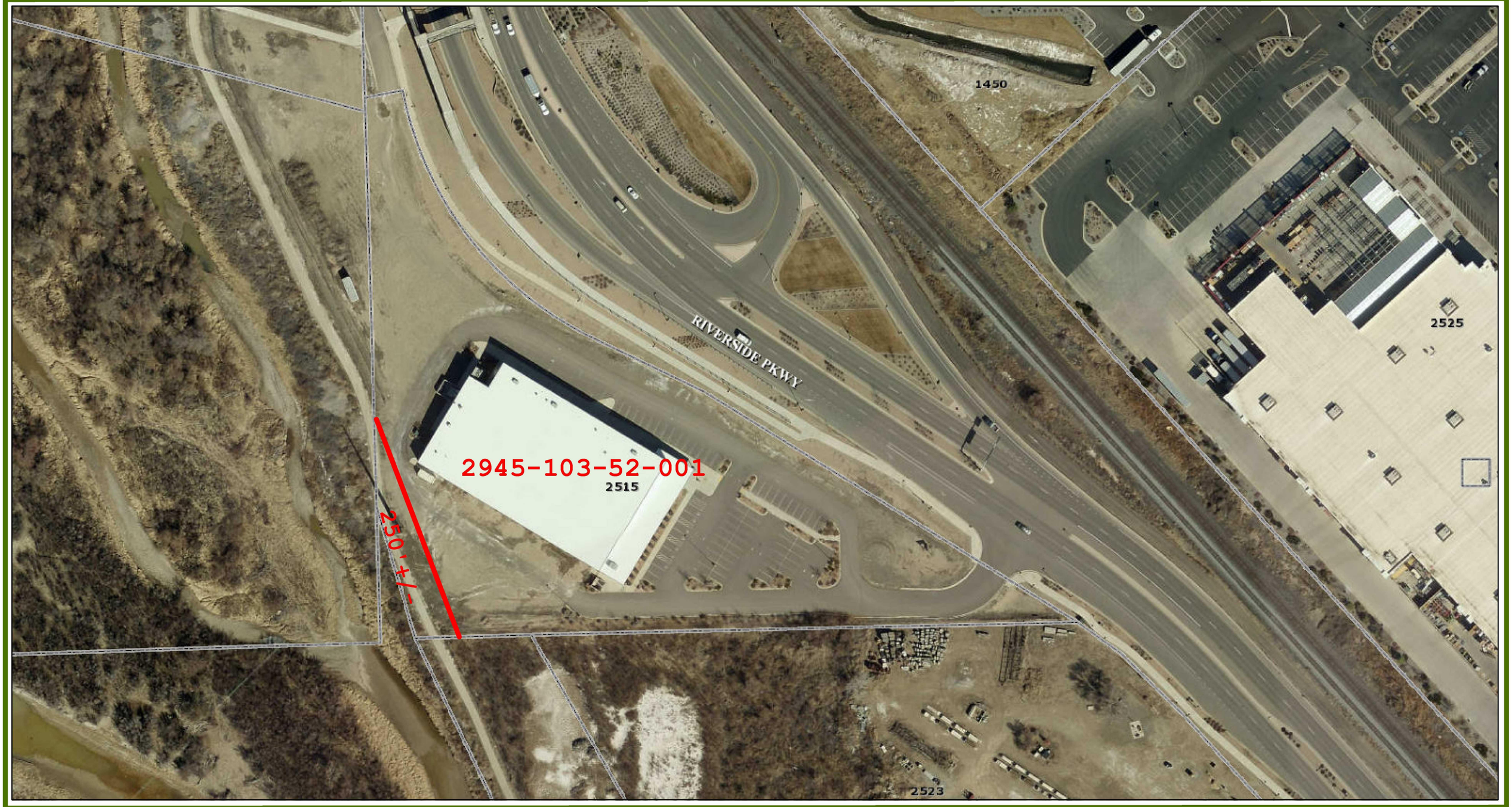
The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

Scott Hockins, Purchasing Supervisor
City of Grand Junction, Colorado

2945-103-52-001



N

0 0.0375 0.075 Miles

Date: 1/31/2014

1 inch = 100 feet

CITY OF Grand Junction COLORADO
GEOGRAPHIC INFORMATION SYSTEM

2945-094-00-066

N

0 0.075 0.15 Miles

Date: 1/31/2014

1 inch = 200 feet

CITY OF Grand Junction COLORADO
GEOGRAPHIC INFORMATION SYSTEM

2945-081-29-003

N

0 0.0375 0.075 Miles

Date: 1/31/2014

1 inch = 100 feet

CITY OF Grand Junction COLORADO
GEOGRAPHIC INFORMATION SYSTEM

2945-092-11-002

N

0 0.075 0.15 Miles

Date: 1/31/2014

1 inch = 200 feet

CITY OF Grand Junction COLORADO GEOGRAPHIC INFORMATION SYSTEM

33' GVIC R/W

N

0 0.075 0.15 Miles

Date: 2/10/2014

1 inch = 200 feet

CITY OF Grand Junction COLORADO
GEOGRAPHIC INFORMATION SYSTEM

Purchasing Division

ADDENDUM NO. 2

DATE: **March 3, 2014**
FROM: **City of Grand Junction Purchasing Division**
TO: **All Offerors**
RE: **RFP-3813-14-SDH Persigo Biogas Design Build Project**

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

1. If necessary, coordination with the Army Corp of Engineers will be the Contractor's responsibility.
2. Pipeline depth of bury should be 36".
3. City will pay for the easement. Contractor is responsible for all necessary documents. City and Contractor will participate in negotiation.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

Scott Hockins, Purchasing Supervisor
City of Grand Junction, Colorado

CITY OF Grand Junction COLORADO

MESA COUNTY

Purchasing Division

ADDENDUM NO. 3

DATE: March 5, 2014
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: RFP-3813-14-SDH Persigo Biogas Design Build Project

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

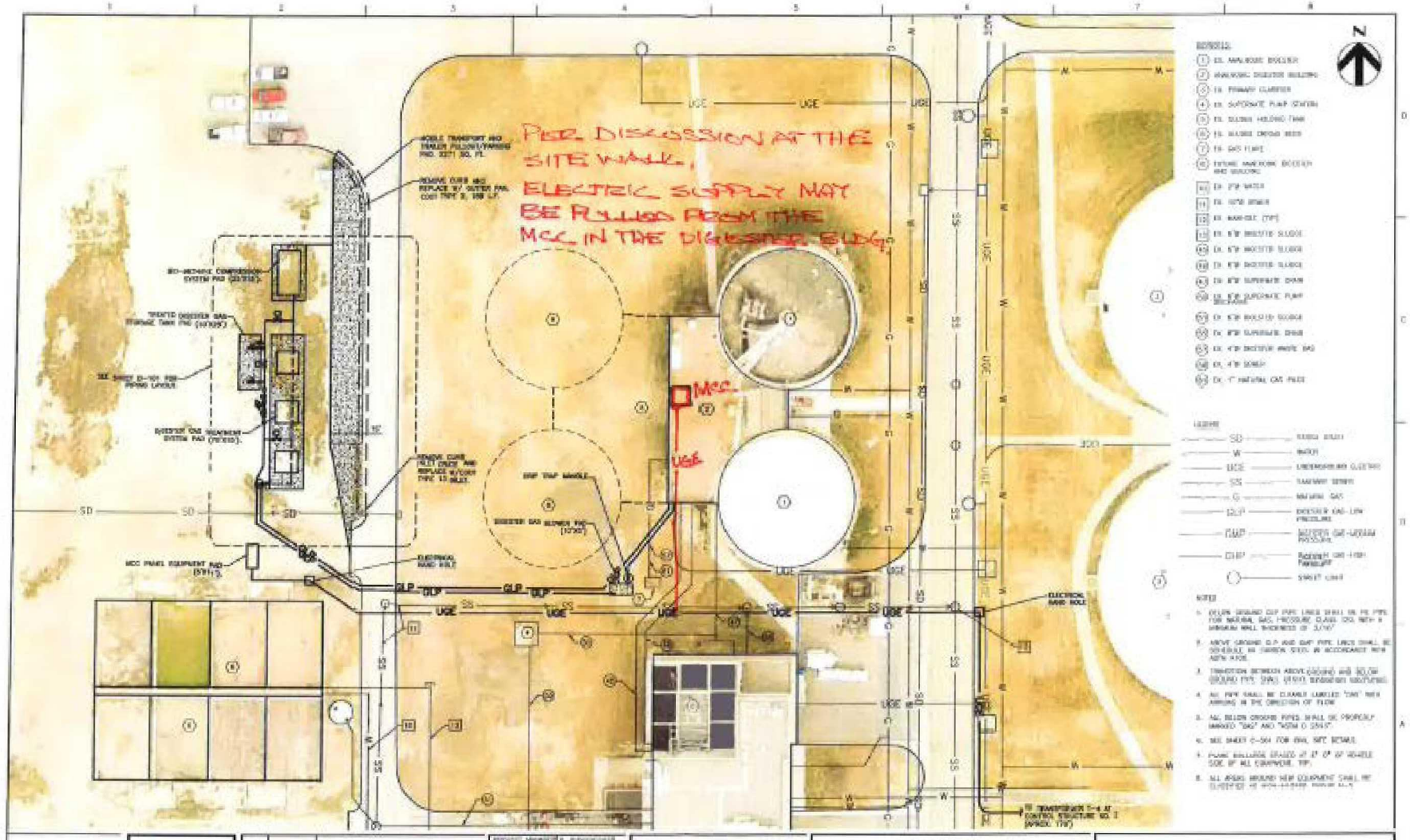
1. Per discussion at the site walk, electric supply may be pulled from the Motor Control Center (MCC) in the Digester Building. A diagram is attached.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

Scott Hockins, Purchasing Supervisor
City of Grand Junction, Colorado



Johnson Controls

HDR

PERSIGO WWTP
DIGESTER GAS TO
VEHICLE BIOGAS

GRAND JUNCTION, CO

PERSIGO WWTP
SITE PLAN

C-101

ON

DESIGN DATA FOR GASHOLDER AND FLOATING COVERS LOADINGS

LIVE LOADS, SNOW AND VACUUM	=	50 PSF
DEAD AND ROOF LOADS	=	35 PSF
TOTAL	=	85 PSF

BALLAST REQ'D FOR FLOATING COVER ⚠1

WT. TO OPPERATE AT 0% SUBMERGENCE = 166,997#
TOTAL WT. OF COVER WITH EQUIPMENT = 135,884#
CONCRETE REQ'D FOR BALLAST IN FORM OF BALLAST BLOCKS = 31,113#

COVER OPPERATES AT 10.5 IN. WATER COLUMN

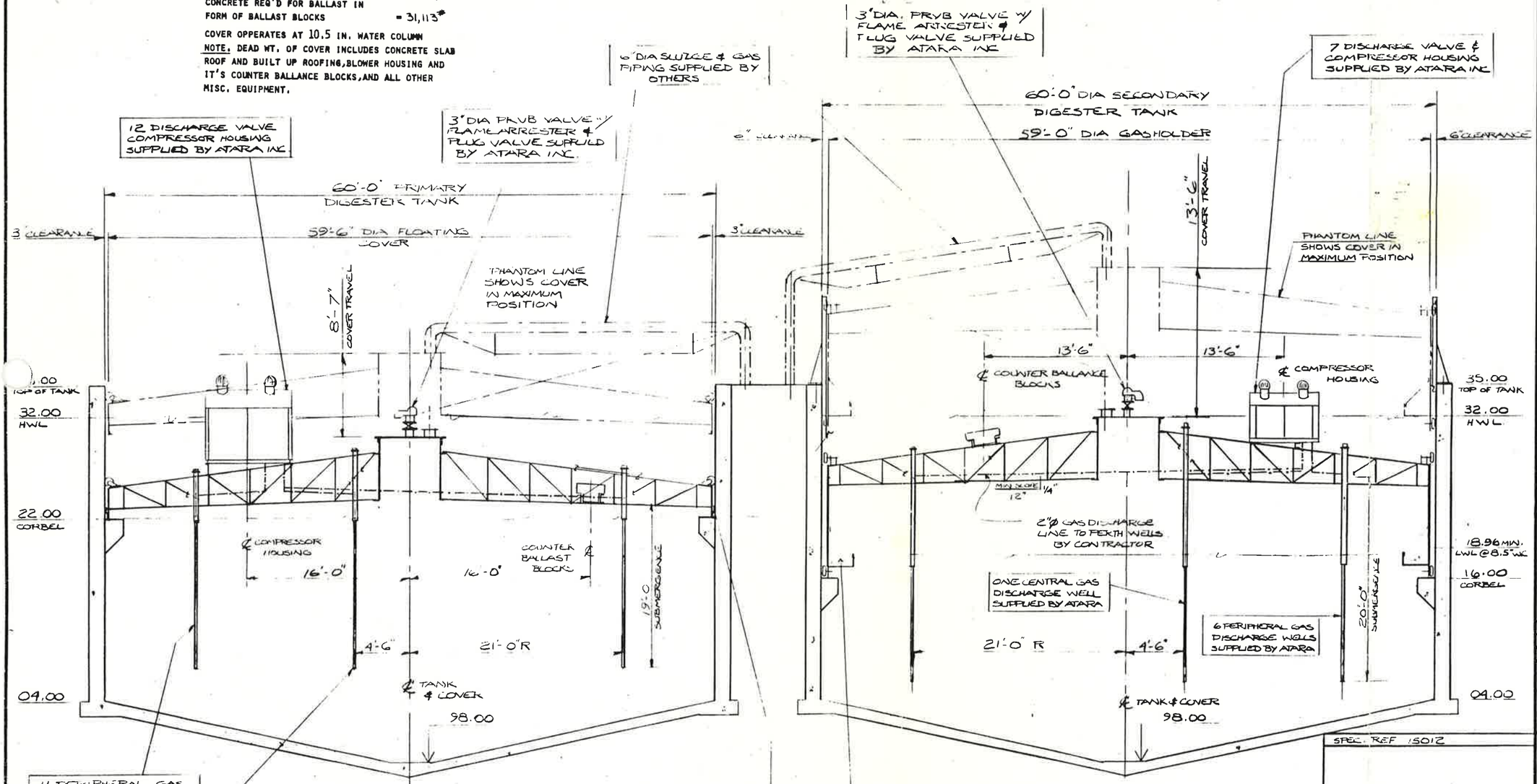
NOTE: DEAD WT. OF COVER INCLUDES CONCRETE SLAB ROOF AND BUILT UP ROOFING, BLOWER HOUSING AND IT'S COUNTER BALLANCE BLOCKS, AND ALL OTHER MISC. EQUIPMENT.

BALLAST REQ'D FOR GASHOLDER

WT. REQ'D TO OPERATE AT 8.5 IN. WATER COLUMN	=	120,850 #
TOTAL WT. OF COVER WITH EQUIPMENT	=	78,133# ⚠2
CONCRETE BALLAST REQ'D SUBMERGED AT 87.6 LBS PER CU. FT. INCLUDING TROUGH	=	42,717# ⚠2
		-3,986# TROUGH
		38,731#

⚠2 OR 453 CU.FT. OF CONCRETE AT 150 LBS PER CU. FT.

EFFECTIVE GAS STORAGE CAPACITY IS 24,000 CU. FT. WITH A NOMINAL RIM SKIRT LENGTH OF 10 FT'



SECTION 1 THRU PRIMARY DIGESTER & FLOATING COVER

SECTION THRU SECONDARY DIGESTER & GASHOLDER

SPEC. REF 15012

NO.	DATE	DESCRIPTION OF REVISIONS	BY
1	JULY 82	ADDED (2) SAMPLE WELLS	JWM
2	AUG 82	REVISED WEIGHTS	JWM

ATARA INC. FURNISHES THE FOLLOWING NEW EQUIPMENT FOR FIELD INSTALATION BY CONTRACTOR

ONE 60-0 DIA FLOATING COVER EQUIPPED WITH THE FOLLOWING

- 6 TOP ROLLERS
- 2 ANTI-ROTATIONAL GUIDES W. ANCHORES
- 1 3 DIA PRESSURE RELIEF VALVE WITH FLAME ARRESTER AND ISOLATING PLUG VALVE
- 2 SAMPLE WELLS WITH QUICK OPENING COVERS
- 6 ATTIC SPACE VENTILATORS WITH DRAIN SUMPS
- 12 BOTTOM SPRING GUIDES
- 1 24 DIA ENTRANCE HATCH WITH BOLTED GASKETED COVER INTO ATTIC SPACE
- 1 27 DIA MANHOLE WITH BOLTED GASKETED COVER INTO DIGESTER
- 1 COMPRESSOR HOUSING WITH 12 DISCHARGE VALVE SYSTEM

ONE 60-0 DIA GASHOLDER COVER EQUIPPED WITH THE FOLLOWING

- 12 TOP ROLLERS, 12 BOTTOM ROLLERS AND 12 ROLLER & COVER GUIDES
- 1 3 DIA PRESSURE RELIEF VALVE WITH FLAME ARRESTER AND ISOLATING PLUG VALVE
- ⚠1 4 SAMPLE WELLS 8 DIA WITH QUICK OPPENIG COVERS
- 1 COMPRESSOR HOUSING WITH 7 DISCHARGE VALVE SYSTEM
- 1 30 DIA MANHOLE WITH BOLTED GASKETED COVER
- 1 24 DIA ENTRANCE HATCH WITH BOLTED GASKETED COVER

THE ATARA PERTH DIGESTER MIXING SYSTEM

FOR DETAILS OF 12 VALVE DISCHARGE COMPRESSOR HOUSING SEE ATARA DRAWING NO. 2706-06-82

FOR DETAILS OF 7 VALVE DISCHARGE COMPRESSOR HOUSING SEE ATARA DRAWING NO. 2706-07-82

FOR DETAILS OF THE PERTH GAS DISCHARGE PROBES AND WELLS SEE ATARA DRAWING NO. 2706-08-82

THE ATARA SLUDGE HEAT EXCHANGER

ATARA SUPPLIES 2 SLUDGE HEAT EXCHANGERS WITH BOILERS AS OUTLINED ON ATARA DRAWING NO 2706-10-82

DWG. NO.	TITLE
2706-02-82	PLAN VIEW OF DIGESTERS

REFERENCE DRAWINGS

GRAND JUNCTION, COLORADO

PROJECT NO. 2706

Atara INCORPORATED

EQUIPMENT DRAWING FOR TWO 60'-0" DIGESTERS

CROSS SECTION THRU TANKS & COVERS

DRAWN	APPROVED	DATE	SCALE
TC		APRIL	3/16"=1'-0"

NO. 2706-01-82 REV. 2

4

PROPOSAL

DESIGN AND CONSTRUCTION SERVICES
PERSIGO WASTEWATER TREATMENT FACILITY
COMPRESSED BIOGAS DESIGN/BUILD

REQUEST FOR PROPOSAL
RFP-3813-14-SDH

Prepared for

City of Grand Junction
Mesa County, Colorado

March 2014

Prepared by

8413 Excelsior Drive, Suite 160
Madison, Wisconsin 53546
877-633-5520

REQUEST FOR PROPOSAL
TABLE OF CONTENTS

SECTION A

COVER LETTER

BioCNG, LLC
8413 Excelsior Drive, Suite 160, Madison, Wisconsin 53717 • (877) 294-9070

Mr. Scott Hockins
Purchasing Supervisor
City of Grand Junction
City Clerk's Office, Room #111
Grand Junction, CO 81501

Re: BioCNG, LLC Proposal
City of Grand Junction, Mesa County,
Request for Proposal RFP-3813-14-SDH,
Persigo Wastewater Treatment Facility, Compressed Biogas Design/Build

Dear Mr. Hockins:

BioCNG, LLC is pleased to provide this proposal to the City of Grand Junction (City) for a digester gas to compressed natural gas (CNG) gas cleanup system utilizing our award winning BioCNG™ biogas conditioning and compression equipment to efficiently produce a vehicle fuel quality product. This proposal is provided in response to the City's Request for Proposal RFP-3813-14-SDH, Persigo Wastewater Treatment Facility, Compressed Biogas Design/Build.

BioCNG, LLC proposes Mr. Steve Wittmann as the Project Manager on this project. Steve will be the principal contact for the project. Steve has been the Project Manager on three previous BioCNG installations and has been part of the BioCNG process development team since its origination. Mr. Matt Davies, BioCNG, LLC President, will be the authorized individual to make commitments on behalf of BioCNG, LLC. Mr. Wittmann's and Mr. Davies' contact information is provided below. We have included experienced local design and construction firms on our team to support the implementation of this project. Further information on our team members and biogas experience is provided in the attached proposal.

BioCNG, LLC sincerely appreciates the opportunity to provide this proposal for Design/Build services to the City of Grand Junction. We have reviewed the above described Request for Proposal and acknowledge receipt of Addendums 1, 2 and 3 and clarifications. We are available to answer questions at your convenience.

Sincerely,
BioCNG, LLC

Steven G. Wittmann
Senior Client Manager
8413 Excelsior Drive Suite 160
Madison WI 53717
630-633-5845
Steve.wittmann@cornerstoneeg.com

Matthew E. Davies
President
8413 Excelsior Drive Suite 160
Madison WI 53717
845-695-0250
Matt.davies@cornerstoneeg.com

SECTION B

QUALIFICATIONS / EXPERIENCES/ CREDENTIALS

Qualifications

BioCNG Reference Projects

There are currently five BioCNG™ systems in operation. These systems vary in compressed natural gas (CNG) production from approximately 250 to 500 gallons of gasoline equivalent (GGE) of CNG per day from about 50 - 100 standard cubic feet per minute (scfm) of biogas. Information on the BioCNG system and project descriptions are included in Attachment 1. Two additional units are being fabricated and will be operational later in 2014.

Three of the operating projects use biogas from a municipal sanitary landfill one uses waste water treatment plant (WWTP) digester gas and the fifth uses biogas from an organic food waste digester. A 6th unit will be operational in Sacramento, CA in the summer of 2014 and a seventh is being constructed in South San Francisco, CA. These two new facilities will also use biogas from food waste digesters. The first BioCNG™ unit, at the Rodefeld Landfill, in Madison, Wisconsin, began vehicle fuel production in early 2011 and has since been upgraded to process additional landfill gas.

Sacramento South Area Transfer Station's Organic Waste Recycling Center, Sacramento, CA (installed in May of 2013)

The BioCNG™ system uses up to 100 scfm of biogas from a food waste digester, which yields approximately 450 diesel gallons equivalent (DGE) per day of vehicle fuel. Atlas Disposal Industries uses the fuel for its waste hauling trucks. BioCNG production and storage was integrated with an existing CNG fueling station. The fueling station preferentially utilizes the BioCNG™ when available and seamlessly switches to CNG when insufficient BioCNG is available to meet fuel demands. An additional BioCNG™ 200 is on site and will be installed in the spring of 2014.

Riverview Land Preserve, City of Riverview, MI (installed in March of 2013)

The BioCNG™ system uses about 100 scfm of gas from the City's Land Preserve Landfill, which will yield 450-550 GGE/day of vehicle fuel. A municipal CNG vehicle fleet is being developed as part of the project. The BioCNG vehicle fuel project is in addition to an existing landfill gas-to-energy plant owned by Riverview Energy Systems, which produces 6.4 MW of electricity.

St. Landry Parish Solid Waste District, CITY, LA (installed in February 2011)

The Parish implemented a BioCNG™ system that can produce 230 GGE of CNG per day. The biogas-based fuel is used to power St Landry Parish's Sheriff Department cars, light duty trucks and a light duty van, and the solid waste district's utility trucks. As part of the project, the Sheriff's Department committed to converting twelve of its vehicles to bi-fuel capability, and added a passenger van fueled solely on CNG. The fuel is produced from 50 scfm of biogas containing 55 to 58 percent methane. In January 2013, the St. Landry Solid Waste Disposal District received the federal Environmental Protection Agency's 2012 LMOP Project of the Year Award, the second such honor given to the innovative BioCNG™ system. St. Landry Parish is considering expanding their CNG vehicle fueling system and is evaluating adding a second BioCNG™ 200 unit and additional fueling locations.

Janesville Waste Water Treatment Plant, Janesville, WI (installed in February 2011)

BioCNG's patent-pending biogas conditioning system produces biogas based fuel to power CNG vehicles from the wastewater digester at the Janesville wastewater treatment plant, in Janesville, WI. The BioCNG™ 50 system went online in February 2013 and now fuels their vehicles, with the goal of fueling more than 40 vehicles within the next decade.

Rodefeld Landfill, Dane County, WI. (installed in March 2011)

BioCNG's patent-pending biogas conditioning system economically produces biogas based fuel to power Dane County's parks and public works CNG vehicles for the, with the potential to expand to supply fuel to waste trucks and other County vehicles. The system was originally constructed to operate at a capacity of 100 GGE per day, but was so successful it was recently upgraded to operate at a capacity of 250 GGE per day. The landfill's BioCNG vehicle fueling station operates in conjunction with an existing landfill gas electrical generation system. The project won the prestigious 2011 Project of the Year Award from the U.S. Environmental Protection Agency as part of the Landfill Methane Outreach Program (LMOP).

Additional Team Related Experience

BioCNG, LLC has a strong working relationship with T.V. John and Sons and will use them as our construction management team member. T.V. John has extensive experience in biogas construction having completed over 40 biogas to energy installations and is currently managing the construction of a 3,000 scfm biogas to pipeline quality project near St. Louis, Missouri. Further information on T.V. John is included in Attachment 2.

We have also added River City Consultants to our team. Scott Thompson and Doug Theis will be heading up the local survey and design effort. We will utilize their extensive local, pipeline and utility right of way design experience to assist with the design and permitting of the BioCNG pipeline. They are also a valuable resource to assist with local permitting and other data gathering. Further information on River City Consultants is included in Attachment 3.

Local pipeline contractors, electrical subcontractors and mechanical subcontractors will be utilized and managed by us to complete the BioCNG™ installation and CNG fueling station tie in.
Figure 1 depicts the Design/Build Team Organizational Chart. BioCNG, LLC will have overall responsibility for project, technical and construction management.

BioCNG Staff Experience

BioCNG, LLC has an experienced team of managers, design engineers and system commissioning engineers that have extensive experience in biogas management and biogas to CNG vehicle fueling systems. Figure 2 depicts BioCNG, LLC's Organizational Chart and the responsibilities of the following project staff.

Steve Wittmann
Senior Client Manager
Mr. Wittmann will be the project manager on the Grand Junction project. He has over 39 years of experience in the environmental engineering and construction field and was Owner and president of a design-build environmental construction company. Mr. Wittmann managed three of the BioCNG biogas conditioning and vehicle fueling systems that have been constructed. These systems are:

- The EPA, LMOP Project of the Year, St. Landry parish, Louisiana BioCNG project in 2012. Responsibilities included all system designs, equipment procurement, permitting, and integration with existing facilities, construction and start-up and training for the vehicle fueling system.
- The award winning Clean World Biodigester in Sacramento, California BioCNG project in 2013. Work included all system designs, equipment procurement, permitting, and integration with existing CNG fueling facilities and start up training for the biogas conditioning system.
- Project manager for the Zero Waste Energy digester project in San Francisco, CA. This project is currently underway at a food waste digester and includes a unique, custom boiler design and integration with a new CNG fueling station.

Garth R. Bowers, P.E.
Project Manager and Certifying Engineer
Mr. Bowers will be the certifying engineer on this project. He is a registered Professional Engineer in the State of Colorado as well as the States of Arizona, Nevada, New Mexico, Texas, and Utah. He has a broad range of civil and environmental engineering experience, with over 25 years of professional experience as a consultant in the southwestern United States. He has extensive experience in solid waste management issues, working on over 370 landfills and solid waste sites in 31 states throughout the US. This experience includes landfill gas evaluation, design, construction, and operation; utility design on sites and public rights-of-way; existing site assessments; solid waste permitting; landfill design; surface water hydrology and hydraulic design; stormwater management evaluations and design; closure design; post-closure monitoring and evaluations; and due diligence assessments for facility transfers.

Jay Kemp, PE, BCEE
Engineering Manager
Jay Kemp provides overall engineering leadership and support for both ongoing BioCNG projects and new proposals. He works closely with our team to ensure that quotes are consistent with all technical requirements. With more than 34 years of environmental engineering experience in wastewater treatment, waste management and environmental remediation, Jay has a specialized expertise in anaerobic digestion processes and biogas collection, storage, treatment and utilization systems and was the Project Manager for the Janesville WWTP BioCNG project.

Mark Torresani, P.E. V.P.
Technology Leader and BioCNG Developer and Patent Holder
Mr. Torresani will be the senior quality assurance officer on this project. He has over 26 years of experience as an engineer, project manager, and construction manager on local, regional, national, and international solid and hazardous waste and biogas projects. He works on developing and integrating the design, construction, and operation of environmental projects. He has prepared regulatory submittals,

permitting and construction plans, specifications, and operating plans. His project experience ranges from project planning to site closure, operations assistance, needs analysis, economic analysis, site redevelopment, site construction, and expert testimony.

Mr. Torresani is the developer of the BioCNG biogas conditioning system and is a patent holder on that design. He leads the project performance evaluations and continues to refine and improve the design and fabrication of the system. Work has included initial development, financial analysis, value engineering, permitting, site layout, integration with appropriately sized CNG fueling stations, startup and system operations.

Mike DiMaggio
Project Manager
Mr. DiMaggio will be responsible for BioCNG interaction with Unison Solutions, the BioCNG equipment fabricator. He has more than 40 years of experience in the solid waste industry on local, regional and national solid and hazardous waste projects. Mr. DiMaggio is a SWANA certified professional Landfill Manager and was the main point of contact and decision maker when the Dane County BioCNG project was implemented. Mr. DiMaggio was instrumental in the planning, implementation and staff training for the EPA LMOP Project of the Year, Rodefeld Landfill BioCNG project. He ran the system for nearly two years which fueled Dane County work trucks and other vehicles. He was responsible for suggesting design and fabrication changes that have improved system performance and ease of operation. Mr. DiMaggio is now a lead technology evaluator at BioCNG, LLC. He provides cost estimating and integration support for systems that are coupled with CNG fueling operations.

Kyle Kneser, P.E.
Project Engineer
Mr. Kneser is the lead BioCNG start up and commissioning engineer. He has 10 years of experience with biogas collection, control and design of odor control and energy generation projects. He was the BioCNG system installation engineer on the following projects:

- St. Landry Parish, LA BioCNG project
- Riverview Land Preserve, Riverview, MI BioCNG project
- Sacramento, CA, South Area Transfer BioCNG project

Mr. Kneser is an expert systems control engineer and also works on improving the BioCNG system design, patent applications and control and operation systems. His construction experience includes design/build of biogas to energy engine plants gas conditioning and compression plants and gas collection and control systems.

Safety Credentials

BioCNG, LLC/Cornerstone, LLC maintains a Health and Safety Program conforming to the best practices of organizations in our industry. Our goal is not only to reduce workplace accidents and injuries, but to surpass the best experience of other operations similar to ours. All staff that work on or near landfills and

other biogas projects have completed the OSHA 40 hour HAZWOPER training and maintain the annual the 8 hour refresher training. We adhere to relevant EPA, OSHA and NFPA Codes to minimize hazards during the introduction of flammable gases to piping and equipment. BioCNG, LLC is a pioneer in the implementation of NFPA 56 pipe and equipment purging regulations and has completed numerous purge plans and purges.

Figure 1

Perisigo Compressed Biogas Design/Build Project

Design/Build Team Organizational Chart

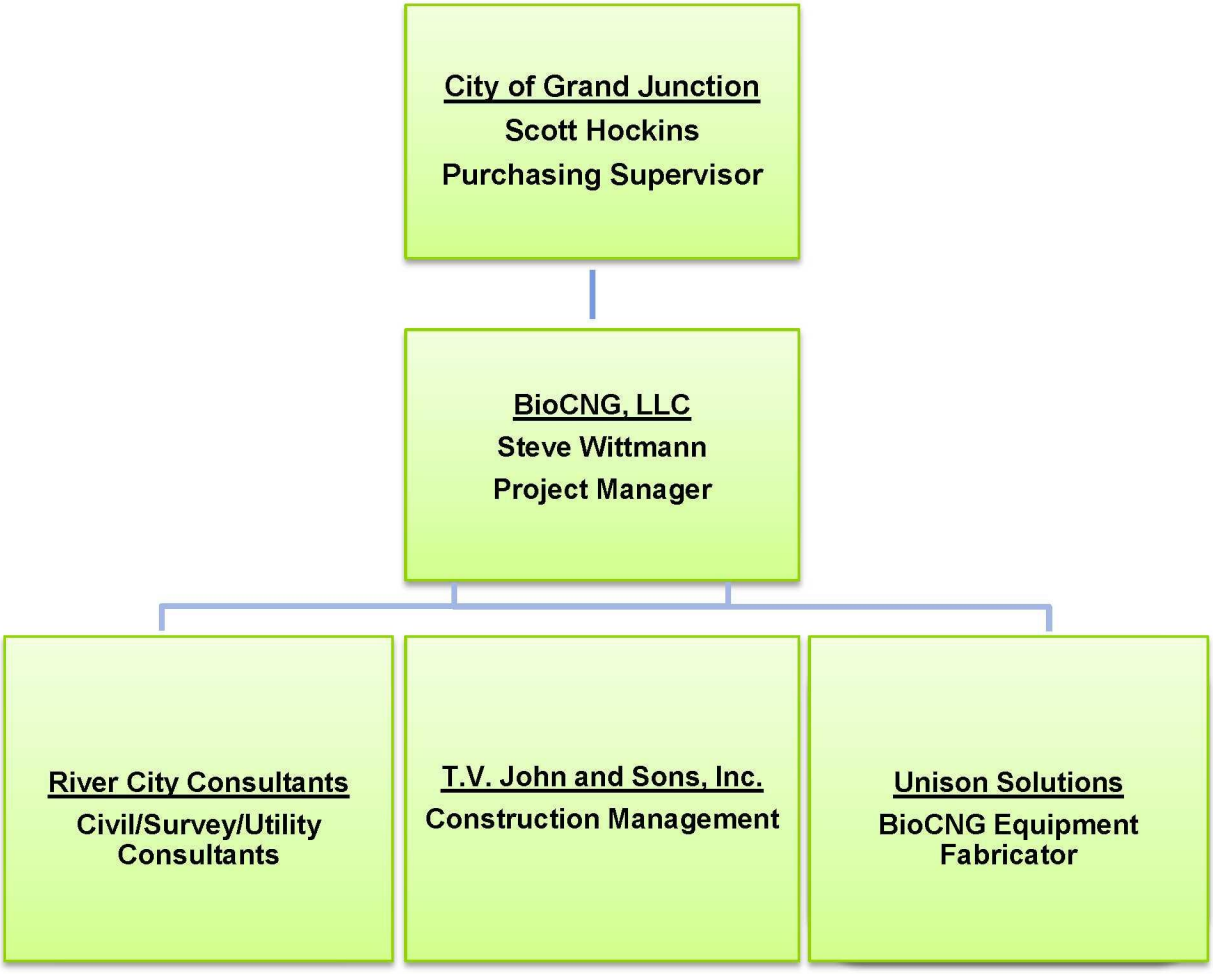
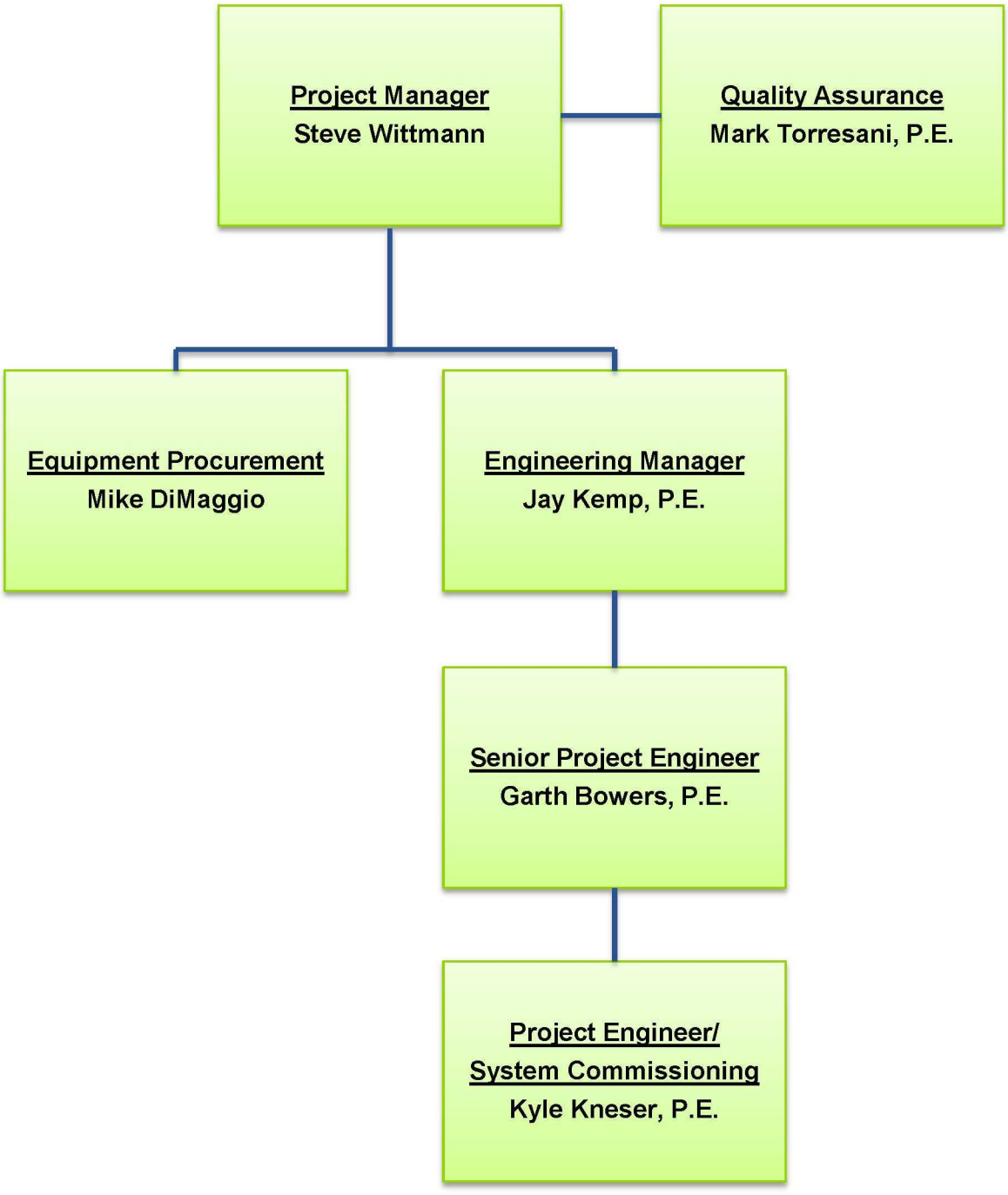


Figure 2
Perisigo Compressed Biogas Design/Build Project
BioCNG, LLC Organizational Chart



SECTION C

STRATEGY AND IMPLEMENTATION PLAN

Strategy and Implementation Plan

In response to your request, BioCNG, LLC has assembled a project team that has extensive biogas project experience and understands the issues associated with designing, constructing, and operating a biogas to vehicle fuel system. We are pleased to provide this proposal to the City of Grand Junction, CO (OWNER) for a Design/Build installation of biogas to CNG conditioning and pipeline system utilizing our patent pending BioCNG™ system. We understand that the biogas conditioning system will be deployed at the Owner's site located at 2145 River Road, and the BioCNG™ will be transported via pipeline to the Owner's existing CNG fueling site located at 333 West Avenue.

BioCNG, LLC will provide both skid mounted and loose equipment to process the WWTP biogas into CNG fuel and inject it into a BioCNG, LLC supplied pipeline. That pipeline will preferentially provide BioCNG fuel to the Owner's existing CNG fueling station. The BioCNG fuel pipeline will be installed along the corridor designated by the City in the RFP documents. The City's existing fueling station dryer and compression equipment will be used to process the fuel into the vehicles. BioCNG, LLC will engineer the system, provide permit submittals through the local building authorities, manage the construction, and commission and start up the system.

BioCNG, LLC proposes to include a BioCNG™ 100 biogas conditioning system, capable of processing the existing 83 standard cubic feet per minute (SCFM) of biogas into approximately 45 scfm, or approximately 500 GGE per day of BioCNG vehicle fuel that will meet SAE J1616 compressed vehicle fuel standards. The remaining tail gas will consist of approximately 38 scfm of 27% to 30% methane, over 60% carbon dioxide, and a trace of oxygen and nitrogen. The BioCNG™ 100 can process an additional 17 scfm of biogas over the current 83 scfm, and that will allow the Owner to increase WWTP flow from the existing 7.4 million gallons per day to approximately 8.9 million gallons per day without the need to add infrastructure to the BioCNG™ system, at the current biogas production rate. At that time, approximately 600 GGE/day can be produced from the biogas.

We have designed the biogas processing and storage system to efficiently utilize as much of the generated biogas as is currently economically practical. Currently, there may be times over the weekend during low fuel use that the existing biogas and planned BioCNG storage are full and the system will shut down. We can discuss options for additional BioCNG storage capacity and associated costs if it is desired to continue to process biogas during these prolonged periods of low fuel use. With the City's stated plans of increasing time filling and CNG fleet capacity, the cost for additional fuel storage may not be warranted.

During the pre-bid meeting held on February 26, 2014, it was stated that approximately 20% of the current biogas flow is being used in boilers to heat the digesters. In the future, all of the generated biogas will be diverted to BioCNG production and natural gas is proposed to be purchased to fuel the boilers. As an option, we propose to use our 300 Btu per cubic foot tail gas as fuel for the existing boilers and mix it with the minimum natural gas necessary to sustain combustion. In this manner, the tail gas energy content will be providing a benefit and less natural gas will need to be purchased. Contaminants such as hydrogen sulfide, volatile organic compounds and siloxanes are not present in this tail gas. We have worked with a specialty burner company to accomplish this in the past and have already spoken to them about this application. We have not included this boiler modification in our proposal, but we can coordinate this additional task if desired.

The BioCNG™ 100 system will function well at the anticipated 83 scfm of biogas currently being produced, and it has the capacity to process additional biogas as the WWTP capacity grows. The

operation and maintenance costs provided in this proposal are based on the proposed biogas flow of 83 scfm. As the WWTP capacity expands past the BioCNG™ 100's capacity, additional BioCNG™ units can be provided to process the additional biogas processing. Our site design will provide for the future expansion capability. Based on discussions held during the pre-bid meeting, we plan on not interconnecting the BioCNG control panel with the existing Siemens control panel in the WWTP. This was the desired approach based on the potential communication issues between panels. In order to facilitate remote monitoring of the BioCNG™ unit, we assume that an ethernet connection will be available.

Based on the reported 3,000 ppm of hydrogen sulfide in the biogas, we propose two sulfa treat vessels as a part of the BioCNG processing. This installation will also allow the BioCNG™ system to keep operating while the spent sulfa treat in one vessel is removed and the biogas flow is diverted through the second vessel. These vessels will be insulated and protected from winter weather.

The processed BioCNG will be compressed to 130 pounds per square inch (PSI), and regulated down to 95 psi prior to being transmitted into the pipeline. We will limit the BioCNG pipeline pressure to approximately 95 psi in order to minimize the gas pipeline regulatory and installation costs and provide for BioCNG storage in the pipeline at pressures over the minimum necessary to supply gas at the desired compressor inlet pressure. Storing the BioCNG in the pipeline at 95 psi will provide approximately five hours of BioCNG storage at the current production rate. In order for the City to make a decision on the cost of additional BioCNG storage, we have included an optional price for a BioCNG storage vessel that would store gas at 130 psi. This vessel will be able to store approximately eight hours of useable BioCNG production. When fueling demand increases, the stored BioCNG, along with the produced BioCNG will be released into the pipeline for increased BioCNG fueling capacity.

In addition to the approximately 5 hours of BioCNG storage capacity in the pipeline, additional biogas storage is available in the existing WWTP anaerobic digester gas-holder cover. Based on information provided by the City, approximately 24,000 cubic feet of biogas storage capacity is available in the gas holder. We propose to utilize this storage capacity after the BioCNG storage capacity is full during periods of low vehicle fuel use. If the WWTP gas holder is needed for additional biogas storage, approximately 5 hours of storage is available at the current biogas generation rate. This stored biogas would then be released to the BioCNG system at approximately the 100 scfm capacity of the BioCNG unit. In this manner, the BioCNG unit will be utilizing the current average 83 scfm of biogas generation plus approximately 17 scfm of the biogas storage. We anticipate that this storage volume will only be utilized on weekends and the stored biogas will be processed as fuel as soon as the fueling demand increases. Based on the reported gas holder storage volume and the BioCNG™ 100 processing capacity, the stored biogas volume will be reduced to normal operating conditions (83 scfm) in approximately 24 hours if the fuel demand is available. In rare cases, the BioCNG™ unit would shut down if the storage capacity is full and the fueling activities do not resume as anticipated.

As stated at the pre bid meeting, the City is planning on adding 10 new time fill posts in 2014 to fuel an expanded CNG fleet. Once the additional vehicles are added to the existing fleet, the need for fuel storage at the WWTP will greatly be reduced. BioCNG, LLC can assist the Owner with planning the fleet fueling sequencing to maximize BioCNG fuel use and minimize the need to store biogas or BioCNG.

The BioCNG fuel will be transmitted through a 4-inch diameter high density polyethylene (HDPE) pipe along the pipeline route designated in the request for proposal. A 4 inch diameter pipe is capable of transmitting the total expected BioCNG flow from the expanded 25 million gallon per day WWTP capacity. The planned BioCNG output from the existing 83 scfm of biogas is approximately 45 scfm, or

500 GGE/day of vehicle fuel. At the full planned expanded WWTP capacity of 25 million gallons per day, approximately 280 scfm of biogas will be produced using current biogas generation rates. That quantity of biogas can produce approximately 150 scfm of BioCNG, or 1,700 GGE/day. The 4-inch diameter pipeline is capable of transmitting this increased flow, although equipment other than the pipeline will not be sized for this increased flow as part of this proposal.

The BioCNG transmission pipeline will terminate adjacent to the existing natural gas fuel line at the existing CNG fueling station. BioCNG, LLC will interconnect to the existing CNG fueling station between the existing natural gas meter and the existing desiccant dryer. The required valves and piping will be provided for preferential use of the BioCNG during fueling operations. BioCNG, LLC has previously completed this type of interconnection and the flow of natural gas to the fueling equipment will be automated and seamless if the BioCNG production cannot keep pace with fueling demand.

Below is a summary of key BioCNG Project Components and a Task listing of Design Components:

Key BioCNG, LLC Procured and Installed Project Components

- Winterized, Skid mounted, BioCNG™ 100 gas conditioning and compression unit, expandable to grow with WWTP expansion
- Skid mounted BioCNG chiller and control panel
- Two insulated Hydrogen Sulfide removal vessels
- Concrete pads sufficient to support the Included BioCNG equipment
- Electrical power supply connection at the existing WWTP motor control center
- Required control and power cables between BioCNG components
- Below ground interconnection with the existing biogas flare supply line
- Below ground interconnection with the flare supply line for tail gas disposal
- Piping and valves to provide for biogas flaring when the BioCNG unit is off line
- Below ground condensate interconnection with the existing sanitary sewer system through an adjacent manhole
- BioCNG pipeline transporting compressed BioCNG to the existing fueling station
- Existing CNG fueling station integration and equipment to preferentially use BioCNG over CNG, and seamless switchover when CNG demand exceeds BioCNG production

KICKOFF MEETING

BioCNG, LLC proposes to start the project with a kick off meeting that will include BioCNG, LLC staff along with our construction management team member and our local civil/survey consultant, River City Consultants. During that kick-off meeting we will obtain additional site information, start to develop the preliminary design information, and discuss deliverables and project schedule.

TASK 1 – PRELIMINARY DESIGN AND LONG LEAD ITEM PROCUREMENT

1. Prepare Design Basis to include:
    a. Updated single line diagrams
    b. Facility general arrangement
    c. Equipment specification, for long lead equipment bids
    d. Procurement and construction schedule

e. Pipeline route confirmation
f. Identify permit requirements

TASK 2 – DESIGN PHASE SERVICES

1. Design of civil systems including:
    a. Facility general arrangement
    b. Site improvements
    c. Site utilities
    d. Site restoration
    e. Pipeline corridor survey and staking
    f. Storm water and erosion control design and permitting
    g. Easement descriptions on five private land parcels

2. Design of structural systems including:
    a. Geotechnical data review
    b. Foundations and/or soil-supported slab on grade and equipment pads.
    c. Establish performance requirements for seismic Zone 1

3. Design of mechanical piping systems including:
    a. Piping connections required between equipment
        - Existing blower/flare and BioCNG inlet and tail gas
        - Condensate management from BioCNG
        - BioCNG fuel gas connection to proposed pipeline
        - Pipeline connection to existing fueling station

4. Design of electrical systems including:
    a. Tie in to electrical service, power distribution, and grounding
    b. Data and system control.

5. Preparation of applicable civil, structural, mechanical, electrical, and technology specifications.

6. Prepare design documents that are suitable for construction and permitting purposes.

TASK 3 – SYSTEM PERMITTING

1. Provide design drawings and narrative to obtain the following permits
    a. City of Grand Junction Building Permit
    b. City of Grand Junction right of way access permit
    c. Colorado Department of Transportation right of way access permit
    d. City of Grand Junction Fire Marshall submittal
    e. Army Corps of Engineers coordination

TASK 4 - CONSTRUCTION PHASE DESIGN SERVICES

1. Contract administration and site supervision related to facility component construction
2. Review shop drawing submittals
3. Provide engineering interpretation as necessary
4. Run construction meetings and teleconference calls during the design and construction phases
5. Provide as-constructed documentation and documentation drawings
6. Provide applicable certifying engineer visits during construction

TASK 5 - COMMISSIONING AND PROJECT CLOSEOUT SERVICES

1. Manage the BioCNG™ unit and fueling system commissioning.
    a. Develop a Commissioning Plan
    b. Conduct system performance testing including:
        1.) Obtain and analyze inlet and outlet gas samples to confirm system operation
    c. Review Operations and Maintenance (O&M) Manuals for completeness.
    d. Issue two final O&M binders including all documentation and one electronic copy on CD or DVD.
2. Train designated City of Grand Junction staff during a three day start up and commissioning activity.

DESIGN ASSUMPTIONS

- Untreated biogas flow of 120,000 scf/day; 83 scfm. (Owner information)
- Biogas is delivered at the sulfur removal vessels at positive pressure.
- Average methane content of biogas is 64%. (Owner information)
- Maximum hydrogen sulfide content of biogas is 3,000 ppm. (Owner information)
- Average combined VOC and Siloxane content of biogas is 2,000 ppb.
- Electric power, 800 AMP, 480 Volt service, and required utilities are available within 50 feet of the proposed equipment location, and suitable for that equipment.
- The BioCNG control panel will be a stand-alone system and not be integrated with the existing Siemens system. (Owner information)
- Condensate disposal is available in on-site sanitary sewer system.
- BioCNG tail gas (approximately 38 scfm at 27% to 30% methane) can be combusted in the existing site flare.
- The proposed BioCNG pipeline is approximately 5.75 miles long based on the Owner provided pipeline route.
- The fueling station tie-in point is aboveground. (Owner information)
- Fueling station compressors are capable of compressing the BioCNG output and no modifications are required. (Owner information)
- Pipeline right-of-way and easements if necessary are provided by Owner. (Owner information)
- BioCNG, LLC will coordinate construction activities with the Army Corps of Engineers as necessary. Based on our experience with similar projects, we have included an allowance for

completing this activity. If unforeseen wetland or floodway mitigation activities are required, we will discuss this level of effort with the City before proceeding with the work.

We recommend as soon as the City awards this contract that a new sample of biogas be obtained and tested for major gas components (methane, carbon dioxide, oxygen and nitrogen), and volatile organic compounds, siloxanes and hydrogen sulfide. BioCNG, LLC will use the analytical data to confirm the included design and operation and maintenance budgets. If the biogas varies significantly from the assumed inlet conditions, BioCNG, LLC will provide recommendations in order to efficiently produce an acceptable CNG vehicle fuel from the biogas. We can discuss this item prior to the project kick off meeting and we could set up the required sampling containers to be shipped to the City.

PROJECT SCHEDULE

Presented below is our approximate schedule for completion of the work. Our completion time is based upon days after authorization to proceed. In addition, timely input from OWNER and permitting Agencies must be provided in order to meet this schedule. The below schedule indicates that the project could be online within approximately 10 months from issuance of the notice to proceed.

ESTIMATED PROJECT SCHEDULE[1]		
Schedule Work Item	**Start**	**End**
Authorization to Proceed and Equipment Down Payment (Assumed to be June 5, 2014)	Day 1	Day 1
Kickoff Meeting	Day 7	Day 7
Basis of Design Complete	Day 7	Day 28
Final Design and Permit Applications (6 weeks)	Day 28	Day 70
Permit Review and Issue (Assumed to be 8 weeks)	Day 70	Day 126
BioCNG Equipment Order (6 Months From Equipment Down Payment)	Day 7	Day 187
BioCNG Site Construction at WWTP	Day 126	Day 201
Pipeline Construction (4 Months From Permit Issue)	Day 126	Day 246
CNG Station Tie In	Day 246	Day 248
System Start Up and Commissioning	Day 256	Day 263
Issue BioCNG System O&M Manuals (O&M Manuals will be available at Commissioning)	Day 256	Day256
Issue BioCNG System and Pipeline As Built documentation	Day 248	Day 290

Notes:
(1) These are only estimated start and finish dates.
(2) Within 6 weeks of approved purchase order and equipment down payment receipt, BioCNG, LLC will provide a preliminary gas conditioning design package.

It is anticipated the City's time commitments will be limited during the design and construction phases of the project. Below is a listing of the anticipated activities expected of the City.

- We anticipate attendance at the Kick Off meeting and time related to assembling the required background documents in order for the project design to proceed.
- Design review should be limited to one to two weeks.
- Assistance in storm water management planning, erosion control plans and coordination with the Army Corps of Engineers, if required.
- City will be responsible for obtaining the additional easements on the five private parcels where the pipeline will cross.
- City attendance at routine construction progress meetings, assumed to be weekly during the pipeline construction.
- City staff availability during start up and commissioning, assumed to be three days.
- City's routine contract administration and management activities.

SECTION D

REFERENCES

References

Mr. Katry Martin
Executive Director
St. Landry Parish Solid Waste Disposal District
417 Solid Waste Road
Washington, Louisiana, 70589
337-826-5211
kmartin@slpsolidwaste.org

Mr. Steve Tourigny
Senior Vice President of Operations
CleanWorld
2330 Gold Meadow Way
Gold River, CA 95670
916-853-0325
steve.tourigny@cleanworld.com

Mr. Jeff Draper
Senior Vice President
Zero Waste Energy, LLC
3470 Mt. Diablo Blvd, Suite A215
Lafayette, CA 94549
925-297-0600
jeffd@zerowasteenergy.com

SECTION E
FEES

Fees

BioCNG, LLC proposes that the work described in this proposal will be completed for the Total Cost Not to Exceed (NTE) fees shown in the following table. These below Tasks and Costs are provided based on the Owner described Schedule of Values.

SCHEDULE OF VALUES

TASK	TYPE	TOTAL TASK COST
1- Schematic Design of BioCNG Installation and Pipeline	NTE	$171,473
A – Includes Preliminary and Final design and Project Administration		
2- Subcontractor Bidding	NTE	$58,500
A – Includes Project Administration, Bidding and SubContractor Agreements		
3- Construction of BioCNG Installation (Includes Permitting)	NTE	$1,181,718
4- Construction of Pipeline (Includes Permitting)	NTE	$1,291436
5- Project Close Out including System Start Up and Commissioning	NTE	$96,669
A – Includes Record Documents and System Start Up and Commissioning		
Total	NTE	$2,799,796

Additional work requested by the OWNER can be provided on a Time and Material basis based on the BioCNG 2014 Schedule of Values included in Attachment 4.

As discussed in the Design Assumptions above, BioCNG, LLC will coordinate construction activities with the Army Corps of Engineers (ACOE) as necessary. Based on our experience with similar projects, we have included an allowance of $15,000 for completing this activity. We will bill this activity separately as a Time and Material item. If unforeseen wetland or floodway mitigation activities are required, or if the ACOE requires additional permitting activity, we will discuss this level of effort with the City before proceeding with the work.

We are also including an optional price for additional BioCNG storage at the WWTP. As discussed in the proposal text, with the planned CNG fleet expansion, this storage may not be necessary at the current biogas generation rate. The additional installed price for a 30,000 gallon water capacity medium pressure storage vessel that would add approximately 8 hours of BioCNG storage at the current biogas generation rate is $140,000. We can discuss this option further with the City if desired.

The completed and signed SECTION 7.0: SOLICITATION RESPONSE FORM, RFP-3813-14-SDH "Persigo Waste Water Treatment Plant Bio-Fuel Design/Build Project", is included in Attachment 5. BioCNG, LLC has reviewed the included General Contract Terms and Conditions and we do not take exception to this document.

Upon final selection and contract negotiation, BioCNG, LLC will provide a schedule of values that includes the below BioCNG equipment payment schedule and progress payments that will be used for overall project billing.

BioCNG Equipment Cost and Payment Schedule

The described BioCNG equipment cost is included in the BioCNG Construction Tasks in the above table. The BioCNG equipment will be provided based on the following payment schedule. BioCNG equipment is proposed for a lump sum price of $929,736. This price does not include sales tax, fees, or other taxes. Fifty percent of the lump sum price ($464,868) is due and payable with your authorization to proceed with the project.

Forty percent of the lump sum price ($371,894) is due upon our written notice that the equipment is ready to ship to the job site. The remainder of the lump sum price ($92,974) is due "net-30 days" from the date of the start-up (not to exceed 60 days from date of shipment).

All pricing and proposed scope of work is based on information available to BioCNG, LLC at this time. If conditions change, unforeseen circumstances are encountered, or work efforts are redirected, the price may require modification.

Assumptions

1. We have proposed horizontal drilling of the pipeline for completing the parkway pipeline construction based on anticipated high water table issues in portions of the parkway adjacent to the Colorado River. Open trench excavation may be a less expensive option for this portion of the pipeline installation if conditions allow for it, and we will discuss this option with you if desired.
2. Water for pipeline horizontal drilling method is estimated to be in excess of 10,000 gal. If water source is from the hiking trail ditch or river, water can be pumped by hoses and save excess heavy truck traffic in the parkway. This option will be explored as part of the permitting process. The existing parkway sidewalk may not support the anticipated heavy truck traffic since some pavement areas are already experiencing decline. We propose to document existing pavement conditions prior to the start of construction. We would assist the City with a sidewalk repair allowance budget based on this preconstruction photo documentation. Care will be taken not to break sidewalk sections that are documented to be in good shape prior to starting construction.
3. Compacted gravel surface treatment will be included surrounding the concrete pads for the proposed BioCNG equipment. Other disturbed areas will be restored to exiting site conditions.
4. Additional fencing around the BioCNG equipment is not included in the pricing.
5. Owner agrees to pay for materials stored at time of material order.

BioCNG Operation and Maintenance Cost

Attachment 6 includes worksheets that summarize the operation and maintenance (O&M) costs for the BioCNG™ 100 operating at the current biogas flow of 83 scfm and at the maximum flow of 100 scfm. The annualized costs are provided along with the cost per GGE. The cost per GGE is very similar at $0.69 per GGE for 83 scfm and $0.65 per GGE for 100 scfm. While the cost for media change out is less

when operating at 83 scfm versus 100 scfm, the overall O&M cost is spread out over less GGE's produced at 83 scfm versus 100 scfm. As the WWTP expands, and additional BioCNG capacity is added, the overall cost per GGE will continue to be reduced.

Warranty

All new equipment is warranted as detailed in the Attachment 7. No performance warranty exists for the CO_2 separation membranes beyond startup except for physical damage or manufacturer defects. BioCNG, LLC warrants that the fuel produced by the BioCNG ^{TM} system will meet SAE J1616 if the following criteria are met:

- Operation and maintenance of the BioCNG ^{TM} system must be completed by in accordance with the BioCNG, LLC recommendations and written documentation of all operations and maintenance performed must be maintained by and provided to BioCNG, LLC upon request.
- The inlet raw biogas must meet the following minimum criteria in order for BioCNG, LLC to warrant fuel quality and for the OWNER to achieve the anticipated O&M schedule and costs:
    - Methane gas concentration greater than 64 percent by volume,
    - Nitrogen gas concentration less than 2 percent by volume,
    - Siloxane & VOC gas concentration less than 1,500 ppbv,
    - Hydrogen sulfide gas concentration less than 3,000 ppmv (BioCNG has included two hydrogen sulfide removal vessels in order to accommodate the anticipated 3,000 ppm of hydrogen sulfide.)
    - Oxygen gas concentrations less than 1.0 percent by volume
- Inlet raw biogas is sampled for laboratory analysis at the same time as the outlet fuel is sampled (so they may be compared).
- Owner's fueling station properly performs the final stage of gas drying and compression.

ATTACHMENT 1
BIOCNG EQUIPMENT AND PROJECT DESCRIPTIONS

TECHNICAL PRODUCT SPECIFICATION

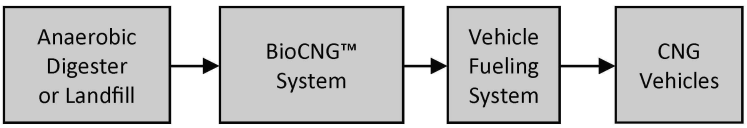
WWW.BioCNG.US

March 2013

How does it work?

- Biogas is piped to the BioCNG™ System (Patent pending) from a landfill or anaerobic digester
- Hydrogen Sulfide (H_2S), Moisture (H_2O), Siloxanes, Volatile Organic Compounds (VOC), and Carbon Dioxide (CO_2) are removed
- Fuel is piped to a CNG fueling system and compressed for use in CNG vehicles

Shown with optional enclosure



PERFORMANCE SPECIFICATIONS

	BioCNG™ 50	BioCNG™ 100	BioCNG™ 200
Biogas Inlet Flow Required (scfm)	50	100	200
Fuel Production (GGE/day)	200-300	375-600	775-1,200

BIOGAS SPECIFICATIONS

Biogas Conditions	Typical Raw Biogas Inlet	Typical Product Gas to Fueling System	Waste Gas
Methane (CH_4):	> 50%	> 91%	> 21%
Carbon Dioxide (CO_2):	< 50%	< 4%	< 75%
Nitrogen (N_2):	< 5%	< 8%	< 5%
Oxygen (O_2):	< 1%	<0.5%	< 2%
***Hydrogen Sulfide (H_2S):**	<1,000 ppmv	<5 ppmv	< 5 ppmv
***Siloxanes and VOCs:**	<2,000 ppbv	<100ppbv	< 100ppbv

* BioCNG can accept more of these compounds. Raw Biogas should be analyzed in order to predict operation cost.

For more information contact:
Kay Turgeson biocnginfo@biocng.us

DIMENSIONS AND CLEARANCES

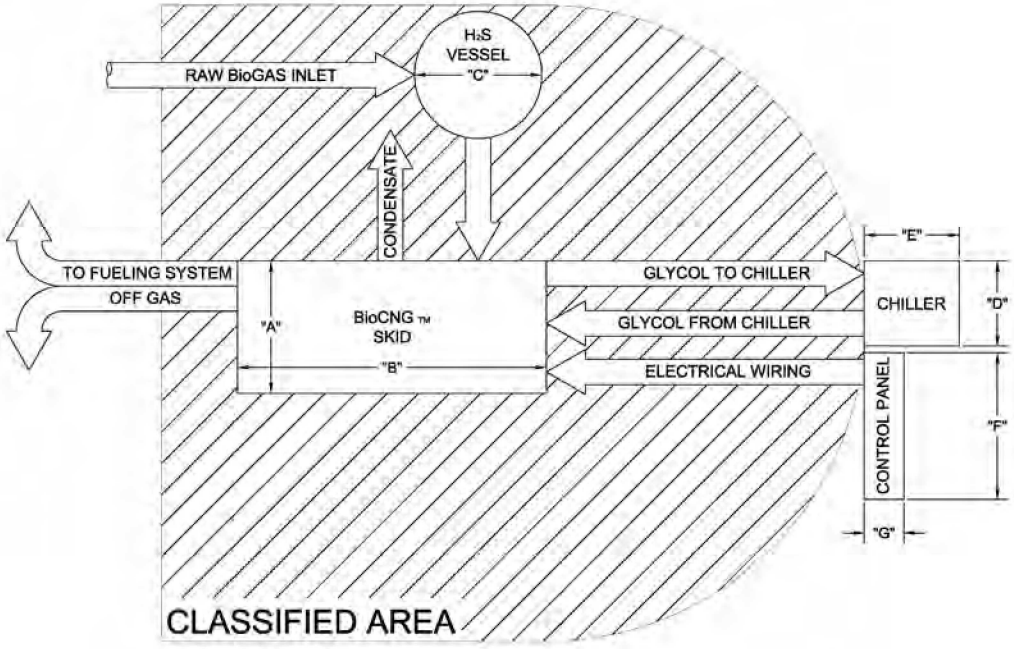
	BioCNG™ 50	BioCNG™ 100	BioCNG™ 200
BioCNG™ Skid - : A x B x Height	11'W x 18'L x 12'H	11'W x 18'L x 12'H	12'W x 19'L x 12'H
H_2S Removal Vessel: C x Height	6' x 15'H	8' x 17'H	10' x 17'H
Control Panel: G x F x Height	18"W x 61"L x 75"H	18"W x 61"L x 75"H	18"W x 61"L x 75"H
Chiller: D x E x Height	35"W x 48"L x 43"H	54"W x 78"L x 86"H	54"W x 78"L x 86"H
System Operating Weight (lbs): BioCNG™ Skid/H_2S Removal Vessel/ Control Panel/Chiller	11,000/20,000/ 1,000/2,000	13,000/45,000/ 1,000/3,000	15,000/65,000/ 1,000/4,000

Dimensions do not include required installation or maintenance clearances and are subject to change

Typical BioCNG™ system layout.

This is for representation purposes only. Many different layouts are possible depending on site constraints.

The BioCNG sales team can discuss your specific site requirements to help you plan an appropriate system configuration.



UTILITY SPECIFICATIONS*

	BioCNG™ 50	BioCNG™ 100	BioCNG™ 200
Electrical Requirements	480 VAC/3Ø/60 Hz.	480 VAC/3Ø/60 Hz.	480 VAC/3Ø/60 Hz.
Full Load Amps (FLA)	60	90	140
Parasitic Load, kW (approximate)	32	54	70
Condensate Drain - Gallons Per Day	27	55	110
*Does not include vehicle fueling system			

PROCESS CONNECTIONS

	BioCNG™ 50	BioCNG™ 100	BioCNG™ 200
Raw Biogas Inlet	3”	4”	4”
Product Gas to Fueling System	2”	3”	3”
Off Gas	2”	3”	4”
Condensate	1”	1”	1”

BioCNG, LLC, 8413 Excelsior Drive, Suite 160, Madison, WI 53717 www.biocng.us

Sacramento, CA

BioCNG Biogas to CNG Vehicle Fuel

Project Fact Sheet

BioCNG™

Vehicle fuel for a green future

CERF Clean Energy Renewable Fuels

clean world

ATLAS DISPOSAL

KEEPING IT GREEN SINCE 1998

Sacramento, CA

BioCNG Biogas to CNG Vehicle Fuel
Project Fact Sheet

Biogas Source	Food Waste Digester - Clean World Partners
Size	25-100 TPD
Gas Collected *(entire site)*	100 scfm
Other Gas Use	Reciprocating engine and a future boiler for burning waste gas
Available Gas for CNG	100-300 scfm
Size of BioCNG Unit	BioCNG 100 and BioCNG 200
Equipment	H_2S removal, chilling, VOC/Siloxane removal, CO_2 removal; two low pressure, 275 psi, 18,000 gallon water capacity storage vessels; waste gas and backup flare connection to natural gas fueling station for additional capacity
Fueling Station	Equipment by Clean Energy
Start-up Date	May 2013
Fuel Production (GGE)	500-1500 GGE/Day
Waste Gases	Power generation and/or waste heat boiler
Back Up For CNG Fueling	Natural gas
Fleet Size/Type	Atlas Disposal refuse trucks, buses and other third party users

	Typical BioCNG Sizing and Cost Information				
System size	**Biogas inlet flow (scfm)**	**Typical Fuel Production (GGE/day)**	**Typical CapX ($million)**	**Typical O&M ($/GGE)**	**Typical Total fuel cost ($/GGE)**
BioCNG 50	50	200-300	1.2	1.06	1.77
BioCNG 100	100	375-600	1.5	0.82	1.19
BioCNG 200	200	775-1200	2.0	0.64	0.52

Notes:

1. Cap x includes BioCNG conditioning unit and fueling station.
2. Grants, subsidies, tax credits not included.
3. Assumes 10 year financing at 4%.
4. BioCNG is qualified to receive Renewable Fuel Standard Credits. Financial impact will depend on the project-specific operating scenario, and can be up to $1/GGE.
5. Does not include road tax
6. Assume 60% methane

BioCNG™
www.biocng.us

For more information, please contact:

KayTurgeson - **(630) 410-7202**
biocnginfo@biocng.us

Riverview Land Preserve, MI

BioCNG Biogas to CNG Vehicle Fuel

Project Fact Sheet

BioCNG™

Vehicle fuel for a green future

For more information, please contact:

Kay Turgeson
Assistant Business Manager

630.410.7202
biocnginfo@biocng.us
http://www.biocng.us

Riverview Land Preserve, MI

BioCNG Biogas to CNG Vehicle Fuel

Project Fact Sheet

Biogas Source	MSW Landfill
Size *(MGD)*	3,000-4,000 TPD, depending on season
Gas Collected *(entire site)*	4,400 scfm
Gas Quality	Methane (CH4) - 52%, but extracting from a richer area for BioCNG
Flares	2,100 scfm open flare 4,000 scfm open flare
Other Gas Use	Landfill gas-to-energy plant owned by Riverview Energy Systems (a joint owned firm by DTE Biomass and Landfill Energy Systems) with two Caterpillar Solar turbines producing 6.4 MW
Available Gas for CNG	100 scfm
Size of BioCNG Unit	BioCNG 100
Components	H_2S removal, chilling, VOC/Siloxane removal, CO_2 skid-mounted/ winterized
Fueling Unit	ANGI Fueling Station
Start-up Date	April 2013
Fuel Production (GGE)	450-550 GGE/Day (approximate maximum)
Waste Gases	Routed to turbine plant and flares
Back Up For CNG Fueling	Natural gas to be piped in at approximately 10 psi
Fleet Size/Type	Starting with two vehicles; City implementing a conversion program as vehicles are replaced
Outside Users	Adjacent municipalities and landfill customers

	Typical BioCNG Sizing and Cost Information				
System size	**Biogas inlet flow (scfm)**	**Typical Fuel Production (GGE/day)**	**Typical CapX ($million)**	**Typical O&M ($/GGE)**	**Typical Total fuel cost ($/GGE)**
BioCNG 50	50	200-300	1.2	1.06	1.77
BioCNG 100	100	375-600	1.5	0.82	1.19
BioCNG 200	200	775-1200	2.0	0.64	0.52

Notes:

1. Cap x includes BioCNG conditioning unit and fueling station.
2. Grants, subsidies, tax credits not included.
3. Assumes 10 year financing at 4%.
4. BioCNG is qualified to receive Renewable Fuel Standard Credits. Financial impact will depend on the project-specific operating scenario, and can be up to $1/GGE.
5. Does not include road tax
6. Assume 60% methane

St. Landry, LA

BioCNG Vehicle Fuel Project Fact Sheet

BioCNG™

Vehicle fuel for a green future

St. Landry, LA

BioCNG Vehicle Fuel Project Fact Sheet

Biogas Source	MSW Landfill
Disposal Rate *(average tons per day)*	275 TPD
Gas Collected *(entire site)*	300 scfm
Gas Quality	Methane (CH_4) - 55-58%
Flare	Onsite flare used continuously
Other Gas Use	None
Available Gas for CNG	50 scfm
Size of BioCNG Unit	BioCNG 50
Components	H_2S removal, chilling, VOC/Siloxane removal, CO_2 removal, skid-mounted
Fueling Unit	Air & Gas Technology-fast fueling, single compressor
Start-Up Date	March 2012
Fuel Production (GGE)	Up to 250 GGE/day
Waste Gases	Landfill flare
Back Up For CNG Fueling	Gasoline bi-fuel vehicles
Fleet Size/Type	15 sheriff and public works vehicles

	Typical BioCNG Sizing and Cost Information				
System size	**Biogas inlet flow (scfm)**	**Typical Fuel Production (GGE/day)**	**Typical CapX ($million)**	**Typical O&M ($/GGE)**	**Typical Total fuel cost ($/GGE)**
BioCNG 50	50	200-300	1.2	1.06	1.77
BioCNG 100	100	375-600	1.5	0.82	1.19
BioCNG 200	200	775-1200	2.0	0.64	0.52
	Notes: 1. Cap x includes BioCNG conditioning unit and fueling station. 2. Grants, subsidies, tax credits not included. 3. Assumes 10 year financing at 4%. 4. BioCNG is qualified to receive Renewable Fuel Standard Credits. Financial impact will depend on the project-specific operating scenario, and can be up to $1/GGE. 5. Does not include road tax 6. Assume 60% methane				

BioCNG™
www.biocng.us

For more information, please contact:
KayTurgeson - **(630) 410-7202**
biocnginfo@biocng.us

Dane County, WI

BioCNG Vehicle Fuel Project Fact Sheet

BioCNG™

Vehicle fuel for a green future

Dane County, WI

BioCNG Vehicle Fuel Project Fact Sheet

Biogas Source	MSW Landfill
Disposal Rate *(average tons per day)*	675 TPD
Gas Collected *(entire site)*	1600 scfm
Gas Quality	Methane (CH_4) - 50-55%
Other Gas Use	6.4 MW LFGTE Plant
Available Gas for CNG	50 scfm
Size of BioCNG Unit	BioCNG 50
Components	H_2S removal, chilling, VOC/Siloxane removal, CO_2 removal, skid-mounted/winterized
Fueling Unit	ANGI-fast fueling, single compressor with expansion capability
Start-up Date	March 18, 2011
Fuel Production (GGE)	Up to 250 GGE/day
Waste Gases	Routed to engines for destruction
Back Up For CNG Fueling	NG will be available on site
Fleet Size/Type	Approximately 19 pickups and cars - county vehicles
Outside Users	None at this time
Performance Issues	None

	Typical BioCNG Sizing and Cost Information				
System size	**Biogas inlet flow (scfm)**	**Typical Fuel Production (GGE/day)**	**Typical CapX ($million)**	**Typical O&M ($/GGE)**	**Typical Total fuel cost ($/GGE)**
BioCNG 50	50	200-300	1.2	1.06	1.77
BioCNG 100	100	375-600	1.5	0.82	1.19
BioCNG 200	200	775-1200	2.0	0.64	0.52

Notes:

1. Cap x includes BioCNG conditioning unit and fueling station.
2. Grants, subsidies, tax credits not included.
3. Assumes 10 year financing at 4%.
4. BioCNG is qualified to receive Renewable Fuel Standard Credits. Financial impact will depend on the project-specific operating scenario, and can be up to $1/GGE.
5. Does not include road tax
6. Assume 60% methane

BioCNG™
www.biocng.us

For more information, please contact:
KayTurgeson - **(630) 410-7202**
biocnginfo@biocng.us

Janesville, WI

BioCNG Vehicle Fuel Project Fact Sheet

BioCNG™

Vehicle fuel for a green future

Photos courtesy Unison and AECOM

Janesville, WI

BioCNG Vehicle Fuel Project Fact Sheet

Biogas Source	WWTP digester
Size *(MGD)*	18 MGD
Gas Collected *(entire site)*	200 scfm
Gas Quality	Methane (CH_4) - 62%
Flare	Available
Other Gas Use	Combined heat and power with micro turbines
Available Gas for CNG	50 scfm
Size of BioCNG Unit	BioCNG 50
Components	H_2S removal, chilling, VOC/Siloxane removal, CO_2 removal; (4) 48" inflatable gas storage spheres
Fueling Unit	ANGI fast fueling station
Start-up Date	February 2011
Fuel Production (GGE)	Up to 275 GGE/day
Waste Gases	Routed to turbines for destruction
Back Up For CNG Fueling	NG backup through the use of a manual three-way valve
Fleet Size/Type	Vehicles on order
Outside Users	None at this time
Performance Issues	None

	Typical BioCNG Sizing and Cost Information				
System size	**Biogas inlet flow (scfm)**	**Typical Fuel Production (GGE/day)**	**Typical CapX ($million)**	**Typical O&M ($/GGE)**	**Typical Total fuel cost ($/GGE)**
BioCNG 50	50	200-300	1.2	1.06	1.77
BioCNG 100	100	375-600	1.5	0.82	1.19
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Notes:

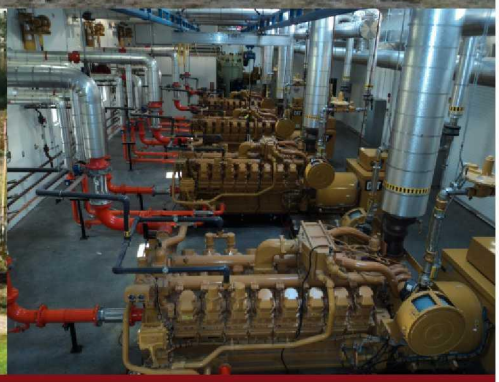
1. Cap x includes BioCNG conditioning unit and fueling station.
2. Grants, subsidies, tax credits not included.
3. Assumes 10 year financing at 4%.
4. BioCNG is qualified to receive Renewable Fuel Standard Credits. Financial impact will depend on the project-specific operating scenario, and can be up to $1/GGE.
5. Does not include road tax
6. Assume 60% methane

BioCNG™
www.biocng.us

For more information, please contact:
KayTurgeson - **(630) 410-7202**
biocnginfo@biocng.us

ATTACHMENT 2
T.V. JOHN AND SONS QUALIFICATIONS

TVJ
Construction Services



T.V. John & Son, Inc.

Statement of Qualifications

5201 N. 124th Street Butler, WI 53007 PH (262) 781-9304 Fax (262) 781-9406 www.tvjohn.com

TVJ Construction Services

WWW.TVJOHN.COM

Index

Your Partner For Building Success

T.V. John & Son, Inc.
5201 N. 124th St.
Butler, WI 53007

PH 262.781.9304
FAX 262.781.9406
www.tvjohn.com

TVJ Construction Services

WWW.TVJOHN.COM

Executive Summary

Vision Statement

We partner with our clients to become their trusted advisor for project planning and construction services which leads to outstanding construction projects.

Mission Statement

Our client's success is our highest priority. We have a solid team of industry experts who ensure project success through:

- Proper Planning
- Effective Communication
- Systematic Project Management
- Total Quality Management

Project Planning & Construction Service Programs

T.V. John & Son, Inc (TVJ) offers a full range of construction services throughout the United States that are delivered in numerous ways to fit our clients' needs for any project size. The specific services are detailed later in this SOQ. Programs include:

- RFP Assistance for Planning & Budgeting
- Pre-Construction Planning & Budgeting
- Construction Management
- Owner's Representative
- Engineer-Procure-Construct (EPC)
- Design-Build
- General Construction

About T.V. John & Son, Inc.

T.V. John & Son, Inc. (TVJ) is a Wisconsin-based corporation established in 1954 as a general and specialty trade contractor. We have extensive experience in managing construction projects, as well as expertise in self-perform masonry, concrete, carpentry and miscellaneous demolition work.

TVJ has been a family-owned business since 2001. We have continually diversified our service offerings to coincide with the needs of our clients. Since 1999 TVJ has completed over 110 school construction projects, over 30 water and wastewater projects, and several dozen miscellaneous capital improvement construction projects. In addition to serving clients in Wisconsin, we developed a national business model in 2005 to provide project planning and construction services for clients that have a multi-state presence. Since making this move, we have completed over 70 multi-million dollar projects in 29 different states across the USA for the Energy, Big Box / Retail and Water & Wastewater Markets.

Your Partner For Building Success

T.V. John & Son, Inc.
5201 N. 124th St.
Butler, WI 53007

PH 262.781.9304
FAX 262.781.9406
www.tvjohn.com

TVJ Construction Services

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Executive Summary (continued)

Safety

T.V. John & Son, Inc. (TVJ) promotes and exercises a zero accident culture with our employees, subcontractors and as our work affects the public. Safety in all TVJ Operations is not a corporate goal, it is a requirement! To this end, we have formulated a written safety policy to govern all the operations of TVJ. It is a condition of employment with TVJ that all employees must adhere faithfully to the requirements of this policy and the safety rules, instructions and procedures issued in conjunction with it. Failure to do so will result in disciplinary action.

The safety program has been developed to serve as a guide in achieving the following:

- The uniform coordination of a safety program that will be in compliance with established industry practices and implementation of OSHA and CAL/OSHA Safety and Health Standards
- Establish clear lines of communication, responsibility and accountability for safety programming throughout T.V. John & Son, Inc, and all of its subsidiaries.
- Elimination of personal injury, general liability, and property damage losses, thus reducing losses to TVJ, Subcontractors, Owners, and Customers
- Strive to develop realistic and workable safety policies.

Total Quality Management (TQM)

The TVJ Total Quality Management (TQM) program assures the effective and efficient completion of construction projects, beginning during the project design phase by utilizing proven control procedures. During the project bidding phase TVJ's TQM program utilizes a detailed work category description procedure to clearly define the work scopes for all construction trades required on every project. This addresses gaps and overlaps between construction trades and reduces project change orders. Another control procedure in our TQM is setting the project schedule during the bidding phase. This establishes the performance expectations for all trade contractors. The TVJ TQM program's success is based on the use of checklists, close coordination with vendors, effective and regular communication with the entire project team and continuous construction schedule monitoring. TVJ's TQM also utilizes installation manuals detailing owner requirements through the use of photos and text to ensure client specific expectations are met for system installations.

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Project Planning & Construction Services

T.V. John & Son, Inc (TVJ) offers a full range of services that are delivered in numerous ways to fit our clients' needs. The TVJ Service Programs include; RFP Assistance, Pre-Construction Planning & Budgeting, Construction Management, Owner's Representative, Engineer-Procure-Construct (EPC), Design-Build and General Construction. Specific services that TVJ can provide include:

PRE-CONSTRUCTION

Project Planning

- Prepare Project Summary Document & Checklist for Design & Approvals
- Develop Preliminary Project Schedule
- Assist in the collection of all data for Owner Supplied Equipment & Material (Owner Direct Purchases)
- Develop Preliminary Project Budget by creating 50% Work Category Descriptions based on 25% Design Documents
- Develop Project Communication Plan

Design

- Review Project Design Checklist
- Assist With Design Selection Process & Consultants Needed
- Perform Design Document review at 50% complete and 90% complete for a Constructability Review
- Analyze design cost estimates & identify areas for potential cost savings
- Monitor Schedule & Identify Long Lead Items
- Expedite Design Process
- Conduct Project Meetings & Take Minutes
- Assist with Regulatory Approvals
- Review Construction Delivery Options

Procurement & Bidding

- Review Project Bid Checklist
- Develop Bidding & Construction Schedule
- Conduct Extensive Search for Quality Trade Contractors To Bid on the Project
- Write Work Category Descriptions
- Manage the Project Bid Process
- Facilitate a Pre-Bid Meeting
- Coordinate Owner Direct Purchases
- Expedite the Answering of Bid RFIs
- Prepare Bid Analysis and Contractor qualification information and Review Details with Client.

CONSTRUCTION

Project Start-Up

- Write construction trade contracts & Ensure proper insurance coverage is obtained
- Review Project Start-up Checklist
- Establish Project Communication Plan
- Set All Project Safety Expectations
- Prepare Cash Flow Projections
- Set Delivery Dates for Owner Direct Purchases
- Establish A Firm Construction Schedule
- Hold a Pre-Construction Meeting for all Trade Contractors and the TVJ Site Superintendent.

Construction

- Monitor Onsite Construction Activities
- Review Payment Requests & Make Payment Recommendations for all Invoices
- Establish Running Punchlist
- Document Project Scope & Design Changes.
- Negotiate & Document Change Orders
- Monitor Project Budget
- Conduct Daily Quality Control and Safety Inspections.
- Write and Distribute Daily Work Reports & Photos.
- Write and Distribute Weekly Project Update Summaries with 3-Week Look Ahead Schedules.
- Work to Resolve Disputes that Arise
- Perform all Project Closeout Reviews including inspections, punchlist completion, receipt of O&M and warranties, permit signoffs, owner training and secure occupancy permit.

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Energy Market Overview

Over $295 Million of Renewable Energy work in place

Over 209 Mega Watts of Power Produced

Over 60 Projects Completed in 25 States

Installed to Date
156 ~ 800 KW Gensets
53 ~ 1.6 MW Gensets

Construction of over 60 Biogas facilities in 7 years and 25 States has made T.V. John & Son, Inc. the #1 Biogas Contractor in the USA. Project Types Include Biogas to Electricity, Biogas to Compressed Natural Gas (CNG) and Biogas Treatment. These facilities generally include masonry buildings that vary in size from 4,000 SF to 12,000 SF. The roof structure is constructed of structural steel framing with decking covered by a fully adhered membrane roof system and insulation. The floors are reinforced structural concrete slabs with various reinforced equipment pads. The facilities house between one (1) and eight (8) Caterpillar engine generator sets with all support equipment. The support equipment includes the gas compressor and aftercooler, radiators, and silencers. The control rooms contains the facility switchgear and motor control center.

Construction trades coordinated by TVJ include; Excavation /Grading, Site Utilities, HDPE Piping, Concrete , Masonry, Steel Supply, Steel Erection, Carpentry, Roofing, Caulking, Hollow Metal Doors, Overhead Doors, Glazing / Aluminum Windows, Skylights, Drywall, Acoustical Ceiling, Painting, Bath Accessories, Process Piping, Plumbing, HVAC, Electrical.

The following two pages list the TVJ Energy Projects.

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Energy Market Projects

Northwest Regional	Surprise, AZ
Chestnut Ridge	Heiskel, TN
DFW Chiller	Lewisville, TX
Herkimer (Oneida-Herkimer)	Boonville, NY
King George Sulfa-Treat	King George, VA
Lockwood	Sparks, NV
Pine Tree Acres Sulfa-Treat	Lenox, MI
Springhill	Campbellton, FL
West Camden	Camden, TN
St. Nicephore	Quebec, Canada
Alliance	Taylor, PA
Arden	Washington, PA
Austin Community	Austin, TX
Bethel	Chaffee, NY
Burnsville	Burnsville, MN
CDSL	Coconut Creek, FL
Chaffee	Chaffee, NY
Chaffee Expansion	Chaffee, NY
Columbia Ridge	Arlington, OR
Crossroads	Norridgewock, ME
DAD's	Aurora, CO
Dallas Ft. Worth	Lewisville, TX
Deer Track	Watertown, WI
Deer Track Park Addition	Watertown, WI
Douglas City	Bennington, NE
Eagle Valley	Orion, MI
Eco Vista	Springdale, AR
Farmers Branch (Camelot Landfill)	Lewisville, TX
Fitchburg	Westnubsterm, MA
Fitchburg Expansion	Westnubsterm, MA
Five Oaks	Taylorville, IL

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Energy Market Projects (continued)

High Acres	Fairport, NY
King George	King George, VA
Lake Mills (Central Disposal)	Lake Mills, IA
Madison County	Canastota, NY
Mesquite Creek	New Braunfels, TX
Middle Peninsula	Saluda, VA
Naples	Naples, FL
New Milford	New Milford, CT
Northern Oaks	Harrison, MI
Omega	Germantown, WI
Piedmont	Kernersville, NC
Pine Tree Acres	Lenox, MI
Prairie View	Wilmington, IL
Ridgeview	Whitelaw, WI
Riverbend	McMinnville, OR
Rolling Meadows	Topeka, Kansas
Skyline	Ferris, TX
Skyline Chiller	Ferris, TX
Spruce Ridge	Glencoe, MN
Spruce Ridge Addition	Glencoe, MN
Suburban	Glenford, OH
Superior	Savannah, GA
Timberline	Weyerhaeuser, WI
Timberline Trail RDG Addition	Weyerhaeuser, WI
Turnkey	Rochester, NH
Two Pine	Little Rock, AR
Westside	Ft. Worth, TX
Woodland	Elgin, IL
Geneva	Geneva, OH
Mahoning	New Springfield, OH

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Big Box Retail Market Overview

T.V. John & Son, Inc. (TVJ) has utilized it's proven and successful national construction business model to build facilities for the Big Box Retail market. The current TVJ Staff has constructed 98 of these facilities in 20 States across the United States (USA).

TVJ has built 9 "Menards" home improvement supercenters in 6 States. These projects total over 1,900,000 square feet of retail space under roof. These projects were located in:

Dayton, Ohio	$4,500,000.00
Chesterfield, Michigan	$6,100,000.00
Springfield, Illinois	$6,500,000.00
St. Peters. Missouri	$4,900,000.00
Livonia. Michigan	$5,700,000.00
Evendale. Ohio	$3,200,000.00
Cheyenne, Wyoming	$4,100,000.00
Cedar Falls, Iowa	$2,800,000.00
Manchester, Missouri	$4,300,000.00

Other Retail / Distribution Facilities Recently Constructed by TVJ

Carpet City Warehouse, Wisconsin $1.2M

Wirtz Beverage Warehouse & Distribution Center, Wisconsin $1.6M

Culvers Restaurant, Wisconsin $600K

TVJ Staff

98 Total Retail Projects

38 Market Retail Projects

20 States

9 Supercenters

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Water & Wastewater Market Overview

T.V. John & Son, Inc. (TVJ) has completed over 30 Water & Wastewater projects in the State of Wisconsin. Utilizing our proven and successful national business model and our expertise in the Water & Wastewater Market TVJ is completing a project for one of it's nationwide clients in California. TVJ is a leader in the Water & Wastewater Market with over $24,000,000 of projects in place.

Project Types include: Pump Houses, Storage Tanks, Effluent Filtration, Treatment Facilities, Lift Stations, Well Houses, Reservoirs, Iron Filters, Booster Pump Stations, Sludge Storage Tanks, Wells, Radium Treatment, Clarifiers, Headworks Facilities, Screening, Specialty Equipment, Back-up Electricity Generation.

The following page lists the TVJ Water & Wastewater Projects through early 2013.

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Water & Wastewater Market Projects (Through Early 2013)

Well No. 8 GAC Filter	West Bend, WI
Well No. 11 Pumping Station	New Berlin, WI
Wells No. 3 & 4 Pumping Stations	Eagle, WI
Ethan Allen WWTP Improvements	Wales, WI
Well #8 Pumphouse	Sun Prairie, WI
Sludge Storage Tank Addition	Burlington, WI
Unit Well No. 29 Construction	Madison, WI
Water & Wastewater Additions	Oconomowoc, WI
Wellhouse #4 Construction	Cottage Grove, WI
Well #2 and Various Sites	Hartland, WI
Deep Well & Pumpstation	Pewaukee, WI
Wellhouse & Reservoir, Westshore Subdivision	Oconomowoc, WI
Well No. 3 Treatment Plant	Darien, WI
Effluent Filtration - Phase 1	Jackson, WI
Well #6 Pumping Station	Hartland, WI
Waukesha Wells 8, 11 & 12	Waukesha, WI
Wellhouse & Reservoir, Autumn Ridge Subdivision	Ixonia, WI
Brookfield Square Radium Treatment Facility	Brookfield, WI
Wells 4 & 6 Pumping Station	Pewaukee, WI
Booster Pumping Station	East Troy
Wastewater Treatment Plant Modifications	Stoughton, WI
Burlington Pump House Well #11	Burlington, WI
Village of East Troy	East Troy, WI
Fox Lake Correctional	Fox Lake, WI
South Milwaukee Headworks Upgrade	South Milwaukee, WI
Grafton Green Bay Road Lift Station	Grafton, WI
Lily Road Lift Station	Oconomowoc, WI
Reflections Village Well House	Richfield, WI
Westward Manor Lift Station Upgrade	New Berlin, WI
Wastewater Lift Stations	Pleasant Prairie, WI
WWTP Disinfection Facility Upgrades	Mukwonago, WI
WWTP UV Disinfection	Grafton, WI
Filter Wash Pumps	Racine, WI
Chemical Storage Tanks	North Shore Sanitary District, IL
Scum Facility Improvements	North Shore Sanitary District, IL
MMSD Tank Wall Modifications	Milwaukee, WI
Specialty Equipment Installation	Turlock, CA

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Education Market Overview

1998 – 2012

120 + Projects

Our approach to the construction of your project is to use the knowledge that we have gained from completing over 120 school projects of varying size since 1998. That experience has taught us that there are several critical paths in a successful project. Budget, Schedule, Flexibility

Budget – Our experience tells us that developing a budget is vital, sticking to it is even more important. With our vast and varied experience, we can develop a budget for replacing a door over a weekend, budgeting work over several years to meet the needs of your district, to the construction of a major facility renovations or additions.

Schedule – as important as the budget is, scheduling work in a school environment is key! With over 120 projects of all sizes, we have learned how to get the work done without impacting your school day.

Flexibility – No project is ever the same. Your project is the most important project to you, as your partner, it is the most important project to us. We will work with you every step of the way to complete your project with the least amount of impact to your normal day to day operations. Our goal is that when we are finished, you did not realize we were ever there!

Sample Listing of Projects

Oconomowoc Area School District	Owners Representative
Milwaukee Public Schools	Burroughs Middle School – Remodel
Elmbrook School District	High School – Remodel Guidance Office
Wauwatosa School District	McKinley Elementary – Remodel 3rd Floor
Elmbrook School District	Tonawanda – Renovate Gym
Milwaukee Public Schools	Cass Street Elementary
Milwaukee Public Schools	Doerfler Elementary
Milwaukee Public Schools	Custer High - Remodel
Milwaukee Public Schools	Browning Elementary - Remodel
MSOE	Kitchen Renovation
Elmbrook School District	Brookfield East – Front Office
Milwaukee Public Schools	Fritsche – New Office
Oconomowoc Area Schools	Owners Representative – Summit School
Elmbrook School District	Burleigh Elementary – Office Remodel
New Berlin School District	Owner Representative Services
Elmbrook School District	Pilgrim Park Middle School

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Ownership Group

Tim Nelson

Chief Executive Officer

Tim Nelson began his career at T.V. John & Son in 1994 in the field learning the business from the ground up in a variety of positions. In 1998, he was promoted to field site superintendent, where his duties included managing all field issues, scheduling contractors, and performing on-site set up and layout work, concrete and carpentry. Tim then became a partner and Vice President of Operations in 2002. He was elected CEO in 2011. Tim has been instrumental in the development of our national business service model as the leader of our renewable energy project team.

John Nelson

Executive Vice President - Business Development

John Nelson began his professional career as a Project Engineer with a major Midwest engineering firm in 1996 after earning his degree in Civil Engineering from the University of Wisconsin-Platteville. He joined T.V. John & Son, Inc. in 1999 as an estimator and project manager and became a partner in 2000. John has estimated and managed projects in every construction market that TVJ pursues.

Dan Nelson

Chairman - Board of Directors

Dan started his construction career with Dennis Jaeger Builders and Joseph Lorenz Inc. and joined T.V. John & Son in 1994 as Operations Manager. In 1995, he became a partner and was elected President and CEO in 1996. Dan was elected Chairman of the Board of Directors in 2011. Dan has more than 30 years of in-depth experience in all facets of construction. Along with his duties as chairman, Dan continues to be involved with many municipal and utility projects around the state of Wisconsin.

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Resumes of Key Team Members

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Tim Nelson

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PROFESSIONAL LICENSES

Arkansas
California
Colorado
Connecticut
Florida
Georgia
Iowa
Massachusetts
Mississippi
Nevada
North Carolina
Oregon
Tennessee
Virginia

Professional Certificates

NFPA 70E
OSHA 10
Jack Miller TQM
AGC Supervisory Training

PROJECT EXPERIENCE:

Waste Management Renewable Energy

Turnkey / NH
Omega Hills / WI
Riverbend / OR
Columbia Ridge / OR
Madison County / NY
Bethel / NY
Austin Community / TX
Skyline / TX
Ridgeview / WI
Deer Track / WI

Wisconsin Municipal Projects

Darien Well #3 Treatment Facility
WisPark Deep Well Pump Station
Madison Well #30
Sun Prairie Well #8 Pump Station
Eagle Wells 3 & 4 Pump Station
New Berlin Well #11 Pump Station
Brookfield Well 30 Pump Station
Waterford TID #2 Lift Station

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Ron Rousse

Vice President of Estimating, Project Controls and Major Projects

Ron is responsible for all major estimating activity and is actively involved in presenting cost estimates and detailed reviews for clients while attending post bid meetings. It is Ron's responsibility to ensure that each bid is complete in scope and to qualify all subcontractors that submit a bid and those that may be issued a contract. In addition Ron ensures that managers are complying with contract terms and that T.V John & Son, Inc. will meet or exceed these requirements and related goals. Ron excels at developing and maintaining relationships with all current and past customers.

Menard, Inc.

Clio, MI
Hammond, IN
Jefferson City, MO
Lake Ozarks, MO
Lancaster, OH
Lebanon, IN
Manhattan, KS
Marshalltown, IA
Massillon, OH
Ontario, OH
Owensboro, KY
Salina, KS
Sandusky, OH
Sterling, IL
Sterling, IL
Toledo, OH
Topeka, KS
Wichita East, KS
Dayton, OH
Chesterfield, MI
Springfield, IL
St. Peters, MO
Livonia, MI
Evendale, OH
Cedar Falls, IA
Cheyenne, WY

Kroger Company

Blanchester, OH
Brownstown, MI
Dublin, OH
Grosse Point, MI
Lansing, MI
Macomb, MI
Pickerington, OH
Portsmouth, OH
St. Clair Shores, MI
Ypsilanti, MI

Other Retail

Macomb Retail, Macomb MI
Vanity Store, Southfield MI
Vanity Store, Macomb MI

Education

Birmingham Elementary, OH
Chase Elementary, Toledo OH
Glenwood Elementary, Toledo OH
Keyser Elementary, Toledo OH
Livingston Elementary, Columbus OH
Newton Elementary, Newton OH
Reynoldsburg High & Elementary, OH
Sherman Elementary, Toledo OH
Start High School, Toledo OH
Stewart Elementary, Toledo OH
U of Toledo Science Center

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Dean Handrow

Senior Project Manager

Dean joined TVJ in 2008 as project manager after working at Beyer Construction for more than six years. Dean is a key member of the Renewable Energy team at TVJ and is responsible for pre-bid, bid, post-bid, construction phase and close out activities on all projects. Dean earned his BS in Construction Management and a BS in Architectural Engineering from MSOE.

EDUCATION

Milwaukee School of Engineering
B.S. Construction Management
B.S. Architectural Engineering

PROFESSIONAL CERTIFICATES

NFPA 70E Certified

OSHA 30 Hour

AIC Qualified Constructor

CPR

PROJECT EXPERIENCE:

Waste Management Renewable Energy
- King George Sulfa / VA
- Northwest Regional / AZ
- Alliance Gas Comp / PA
- Dallas-Fort Worth / TX
- Eagle Valley / MI
- Farmers Branch / TX
- Mesquite Creek / TX
- Middle Peninsula / VA
- Piedmont / NC
- Pine Tree Acres / MI
- PTA Sulfa Treat / MI
- Superior / GA
- Woodland / IL

Menard, Inc.
- Dayton / OH
- Chesterfield / MI
- Springfield / IL
- St. Peters / MO
- Livonia / MI
- Evendale / OH

Toyota
- Tundra Plant, San Antonio TX

Ford Motor Company
- Rouge Plant, Dearborn, MI

Toledo Public Schools
- Keyser Elementary
- Ella P. Stewart Elementary
- Sherman Elementary

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Luke Nelson

Project Manager

Luke Nelson started with TVJ. in 1997 in the field doing carpentry, concrete and masonry work. He was promoted to Assistant Project Manager in 2006, assisting with submittals, contracts, and estimating. As a versatile team member, Luke moved into the role of Estimator, bidding general construction, concrete and carpentry projects. He is currently a Project Manager, working on both out of state and local general construction projects. Luke earned his B. S. in Health Education from Southern Illinois University at Carbondale.

EDUCATION

Southern Illinois University
At Carbondale
B.S. Health Education

PROFESSIONAL CERTIFICATES

OSHA 10 Hour

Confined Space

PROJECT EXPERIENCE

Menard, Inc. - Cheyenne, WY
Menard, Inc. - Cedar Falls, IA
Carpet Warehouse - Germantown, WI
Wirtz Beverage Warehouse & Distribution Center / WI
MMSD – South Shore Aeration Basin / WI
Waste Management LFGTE / IA
Waste Management Skyline Siloxane Removal / TX
Waste Management Mercury Recovery / WI
S4 Columbia Ridge Gasification Project / OR
Riverside High School Fema Mitigation Project
Gaenslen Elementary School / WI
McCarty Concrete Tunnel Top / WI
Holton Street Viaduct Improvements / WI
Juneau Garden Apartments – Weatherization Project / WI
Riverpark Apartments - Weatherization Project / WI
Boulevard Apartments - Weatherization Project / WI
Heritage House Apartments - Weatherization Project / WI

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Mike Wills

Site Superintendent / Construction Manager

Mike has 30 years of construction experience involved in, renewable energy, commercial, industrial, and mixed-use. Mike has gained extensive pre-construction, construction, and construction scheduling experience through the many construction projects he has supervised. Mike has the innate ability to manage a large group of contractors simultaneously. Mike is able to guide contractors through the construction process with detailed communication and utilizing the standard practices he has set throughout his career. His career has spanned from project supervision, project management, to owning his own construction company.

EDUCATION

Air Force College

PROFESSIONAL CERTIFICATES

OSHA 30 Hour

NFPA 70E Standard Training

ABC Steel Erection Safety Training

OSHA Forklift Safety Training

OSHA Scaffold Certified

Paradigm Engineering SWPPP Certified

ACI Member

PROJECT EXPERIENCE:

Waste Management Renewable Energy
Madison County, NY
Columbia Ridge, OR
Riverbend OR
New Springfield, OH
Geneva, OH
West Camden, TN

S4 Energy Solutions
Arlington, OR

Landfill Energy Systems
SWACO High BTU, OH

Allegiance Healthcare / MI
CitiGroup / Des Moines, IA
Dearborn Housing Commission Project / MI
Novi High School / Novi MI
Parkview Elementary / Novi, MI
O & W, Inc / Ypsilanti, MI
Prestwick Village / Highland, MI
PTI Satellite Paint / Detroit, MI
T.C. Detroit Development / Romulus, MI
Troy Concept Center / Troy, MI
Rockefeller Group Pearson Education / Cranberry Township, NJ
Timber Crest / Farmington Hills, MI
Detroit Wastewater Treatment Facility / MI
Toledo Public Schools / Toledo, OH

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Tony Strobel

Site Superintendent / Construction Manager

Tony has 31 years of construction experience involved in retail big box, commercial, industrial, wastewater, and renewable energy. Tony has personally experienced all phases of construction starting his career in the field as a laborer, progressing to his current position. This field experience has given Tony an invaluable insight in how to efficiently and effectively run a major construction project in today's environment of multiple contractors simultaneously working to maintain ever tightening schedules and completion dates. Tony's dedicated attention to detail, communication and planning has been the key to turning over quality projects, on time, to satisfied clients.

EDUCATION

Hartford Union High School

PROFESSIONAL CERTIFICATES

Wal-Mart SWPPP Certified

Wal-Mart Field Superintendent Certified

OSHA 10 and 30 Hour

OSHA Scaffold Certified

OSHA Forklift Certified

PROJECT EXPERIENCE:

Faith Builders Center/ Milwaukee, WI.
General Electric Remodel/Pewaukee, WI
First National Bank/ Hales Corners, WI
Milwaukee County Zoo Remodel/ Milwaukee, WI
Wastewater Treatment Lift Station/Oak Creek, WI
Waste Water Treatment Lift Station/ Pleasant Prairie, WI
Pewaukee High School/ Pewaukee, WI
Wirtz Beverage Distribution Center/ Hartland, WI
Waste Management Renewable Energies/ Farmers Branch, TX
Waste Management Renewable Energies/ Kernersville, N.C.
Waste Management Renewable Energies/ Herkimer, N.Y.
Waste Management Renewable Energy Chiller Install/ Lewisville, TX
Menards/ Cedar Falls, IA
Menards/ Springfield. IL
Menards/ St. Peters, MO
Sierra Nevada Brewery Waste Water Treatment Plant/ Mills River, N.C.

Your Partner For Building Success

T.V. John & Son, Inc.
5201 N. 124th St.
Butler, WI 53007

PH 262.781.9304
FAX 262.781.9406
www.tvjohn.com

TVJ Construction Services

WWW.TVJOHN.COM

Steve Cochrane

Site Superintendent / Construction Manager

Steve has 38 years of construction experience that includes retail, commercial, medical, schools, industrial, and tenant build-outs. Steve has gained extensive pre-development, pre-construction, construction, and construction phasing experience through the many construction projects he has supervised. The leadership skills that Steve has developed throughout his career are key to efficiently controlling job performance and schedule. Steve is able to guide contractors through the construction process with detailed communication and the standard practices he has set for project scheduling. Steve's career has included project supervision and project management with a special emphasis on quality control, efficient construction, maintaining safety standards and schedule.

EDUCATION

Fox Valley Technical School

Business Management Course

Architectural Drafting Course

Blueprint Reading Course

PROFESSIONAL CERTIFICATES

OSHA 10 Hour

WI Healthcare Construction

NFPA 70E Standard Training

ABC Steel Erection Safety Training

ABC Forklift Safety Training

PROJECT EXPERIENCE:

WMRE LFGTE, Geneva, OH
WMRE Sulfur Treatment Plant, Lenox, MI
WMRE Sulfur Treatment Tanks, Richmond VA
WMRE LFGTE, Springdale, AR
WMRE Gas Compression Plant, Scranton PA
Sacred Heart Hospital Remodel, Eau Claire, WI
Airgas Distribution Center, Appleton, WI
Green Bay Plaza Mall, Green Bay, WI
Lourdes HS Remodel / Addition, Oshkosh, WI
Bio Life Plasma Center, Great Falls MT
Middle School Additions, Hortonville WI
Multiple School Additions, Marinette WI
Menominee Casino Addition, Shawano WI
Office Max Super Store, Rhinelander WI
Office Max Super Store, Marshfield WI
Multiple Store Build Outs, Oshkosh, WI,
Appleton Papers Mill Expansion, Appleton, WI
Fort Howard Paper Expansion, Green Bay, WI
Wis Tissue Mill Expansion, Appleton, WI
Lawrence Art Center, Appleton, WI
Avenue Mall, Appleton, WI
Applebee's Restaurants, Fond du Lac, Appleton & Sheboygan, WI

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Jody Williams

Site Superintendent / Construction Manager

Jody has 22 years of construction experience involved in retail big box, commercial, industrial, mixed-use, and tenant build-outs. Jody has gained extensive pre-development, pre-construction, construction, and construction phasing experience through the many construction projects he has supervised. Jody has the innate ability to manage a large group of contractors simultaneously. Jody is able to guide contractors through the construction process with detailed communication and the standard practices he has set for retail big box scheduling. His career has included project supervision and project management with a special emphasis on pre-construction, construction, and scheduling

EDUCATION

Florida State University
B.S. Civil Engineering

PROFESSIONAL CERTIFICATES

Storm Water USA for Home Depot (CPSWPP) (CCIS) (HD-CPSWPP)

Wal-Mart SWPPP Certified

Wal-Mart Project Manager Certified

Army Corps of Engineers CQMC

Texas All Lines Adjuster License

Adjusting 101 Certificates

Xactimate 27 (1&2) Certificate

OSHA 10 Hour

Primavera Certified

CCC Pathways Certified

PROJECT EXPERIENCE:

Wal-Mart / White Hall, PA
Wal-Mart / San Antonio, TX
Wal-Mart / Brookings, SD
Sam's Club / Sioux Falls, SD
Wal-Mart / Liberal, KS
Wal-Mart / Espanola, NM
Station Park Mixed Use Retail / Farmington, UT
Sam's Club / Gilbert, AZ
Super Wal-Mart / Queen Creek, AZ
Sam's Club Remodel / Phoenix, AZ
Sam's Club Gas Station-Car Wash / Flagstaff, AZ
Fry's Marketplace / Gilbert, AZ
Neighborhood Market / Oro Valley, AZ
Super Wal-Mart / Mesa, AZ
Sam's Club / Salt Lake City, UT
Super Wal-Mart / Phoenix, AZ
Super Wal-Mart / Las Vegas, NV
Wal-Mart – Sam's Club Combo / Phoenix, AZ

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Keith Winningham

Site Superintendent / Construction Manager

Keith has over 30 years of construction experience with 17 of those years as a commercial construction superintendent. Keith has managed construction projects including new retail construction and remodels, medical facility remodels, nursing home new construction and remodels, Industrial new construction and remodels. Keith's strengths are scheduling, subcontractor management, quality control, safety, and maintaining a budget.

EDUCATION

Memphis High School

PROFESSIONAL CERTIFICATES

Wal-Mart SWPPP Certified

Wal-Mart Field Superintendent Certified

OSHA 30 Hour

Michigan Builders License

MDEQ Storm water certified

PROJECT EXPERIENCE

Walmart - Goshen In

Walmart - Watkins Glen NY

Menards - Lake Ozarks, MO

Menards – Port Huron, MI

Home Depot – Roseville, MI

Home Depot – Traverse City, MI

Kroger – Port Huron, MI

Kroger – Bloomfield Twp, MI

Kroger – Pickerington, OH

Kroger – Portsmouth, OH

Petco - Mount Pleasant - SC

Walgreens – Mount Pleasant, MI

Farmer Jack plaza - Imlay city Mi

Farmer Jack Plaza - St Clair Mi

Farmer Jack plaza - Fenton MI

Fiddlers Cove Plaza - Romeo Mi

Farmer Jack Plaza - Algonac Mi

Buffalo Wild Wings - Mt Clemens MI

Master Graphics Industrial – Romeo, MI

Karmanos Cancer Center – Farmington, MI

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ATTACHMENT 3
RIVER CITY CONSULTANTS QUALIFICATIONS

River City Consultants, Inc., Sub Information

Firm Name and Office Location:

River City Consultants, Inc.
744 Horizon Ct., Suite 110
Grand Junction, CO 81506

Our firm logo in .jpeg format is attached as a separate file.

Brief Summary:

River City Consultants, Inc. is a local civil engineering and surveying firm to Western Colorado and as such, has worked with the City of Grand Junction and Mesa County to successfully complete numerous projects. River City's principal engineers and surveyors have over 100 years of combined consulting experience working with municipalities and utility companies throughout Mesa County. We have extensive experience specifically working with gas distribution lines, pipeline corridor surveys, and wastewater treatment plants.

We use state-of-the-art technology including the most current versions of AutoCAD Civil 3D and GPS/GIS equipment and software to ensure our clients with high-quality and complete and accurate information. We are currently in the process of advancing our services even further with the utilization of Skyline, an innovative and industry-leading database program designed to create extremely accurate, highly-detailed alignment sheets with adaptable, streamlined interfaces for pipeline survey data. With an in-house specialist who has earned both of the prestigious Certified Professional recognitions in Erosion and Sediment Control (CPESC) and in Storm Water Quality (CPSWQ) by the internationally-recognized EnviroCert International program, River City Consultants is well qualified to provide environmental and stormwater management services.

We understand the considerations that must be made to complete a project like this successfully, and are prepared to provide surveying, civil site design, and any necessary stormwater management services for this project.

Prior Firm Experience:

Project Name: Garfield/Mesa County Pipeline Reinforcement
Location: North of Loma, Garfield and Mesa County, CO
Public Service Company, a subsidiary of Xcel Energy, contracted River City Consultants to complete surveying services for a four-mile 16" natural gas pipeline and associated facilities through BLM and private land including tracts and aliquot parcels. This project involved control surveys, cadastral surveying, posting and marking line, corner search and maintenance, monument records, descriptions, and plats.

Project Name: Xcel Energy Right-of-Way and Easement Surveys
Location: Various Locations, Western CO
River City Consultants has provided design surveys, alignment and corridor staking, ownership research, and preparation of right-of-way and easement documents for numerous and varied projects in Western Colorado including new and existing high-pressure gas lines, gas and electric distribution lines, and facilities and residential service easements.

Project Name: High Mesa, Hunter Mesa, and Middle Fork Water Treatment Facilities
Location: Parachute, CO
These three existing water treatment facilities are owned and operated by Encana Oil & Gas (USA) Inc., and are part of their oil and gas exploration infrastructure. Encana upgraded these facilities with new offload facilities, roads, tanks, support buildings and equipment, and other appurtenances such as piping. River City Consultants was responsible for stormwater management, drainage, road design, site grading, coordination with Encana engineers laying out mechanical upgrades, assistance/support with Garfield County permitting requirements, and construction observation and field engineering.

Key Personnel:

Name: K. Scott Thompson, P.L.S.
Title: Principal/Survey Project Manager
Role for this Contract: Survey
Bio: Mr. Thompson is a principal and one of the owners of River City Consultants. He has more than 30 years of experience as a Professional Land Surveyor in Western Colorado and 28 years as a principal of surveying and engineering companies, including River City.
Selected relevant project experience includes:

- **Garfield/Mesa County Pipeline Reinforcement, North of Loma, Garfield and Mesa County, CO** – Public Service Company, a subsidiary of Xcel Energy, contracted River City Consultants to complete surveying services for a four-mile 16" natural gas pipeline and associated facilities through BLM and private land including tracts and aliquot parcels. Mr. Thompson managed all aspects of RCC's involvement in the project, including control surveys, cadastral surveying, posting and marking line, corner search and maintenance, monument records, descriptions, and plats.
- **Xcel Energy Right-of-Way and Easement Surveys, Various Locations, Western CO** – Mr. Thompson has and continues to manage RCC's design surveys, alignment and corridor staking, ownership research, and preparation of right-of-way and easement documents for numerous and varied projects in Western Colorado including new and existing high-pressure gas lines, gas and electric distribution lines, and facilities and residential service easements.

Registrations: Professional Land Surveyor – Colorado #18480; Utah #173499; Wyoming #4659
Education: 2 years college course work, numerous courses in continuing education
Associations: Western Colorado Land Surveyors, a chapter of The Professional Land Surveyors of Colorado
Utah Council of Land Surveyors
National Society of Professional Surveyors, member organization of the American Congress on Surveying & Mapping

Name: Douglas A. Thies, P.E.
Title: Principal/Engineering Project Manager
Role for this Contract: Civil Site Plans
Bio: Mr. Thies is Vice-President and one of the owners of River City Consultants. Doug has several years of experience as a project manager and engineer for both the public sector (Engineering Director for Mesa County 1993-1996) and private sector as a professional engineer and principal for over 16, including River City Consultants.
Selected relevant project experience includes:

- **30 Road Improvements Project, Grand Junction, CO** – Mr. Thies was involved in all Phases of the 30 Road Improvement Project from F Road south to D Road including design support, administration and construction services for the early phases to offering engineering support to other design firms. Critical components of this project included right-of-way and easement identification and utility coordination. This project had challenges and responsibilities including, but not limited to; vertical alignment, access issues, railroad crossing, irrigation facilities, right-of-way, and easement considerations.
- **CDOT Materials Lab, Grand Junction, Colorado** – Civil project manager for an approximately 13,700 sf lab/office building. Tasks include surveying, base map preparation, utility identification, grading, drainage, stormwater plans, geotechnical coordination, and construction services.

- **New Elk Coal Company, Trinidad, CO –** This project involves the re-opening of an inactive coal mine. Services have included surveying for widening of the adjacent state highway, railroad alignment, etc. Civil engineering was required for sanitary sewer design; pond liner design; stormwater management; Water-Cad modeling for design for the upgrade of the existing potable water system, including fire flow; railroad alignment, etc.

Registrations: Professional Engineer – Colorado #30637
Education: Bachelor of Science, Geological Engineering, 1978, South Dakota School of Mines and Technology, Rapid City, South Dakota

Name: Marc J. Kenney, P.E., C.F.M.
Title: Professional Engineer
Role for this Contract: Stormwater Management
Bio: Mr. Kenney has been an engineer with River City Consultants since their inception and has been the lead engineer on a variety of projects throughout Western Colorado. He has earned both of the prestigious Certified Professional recognitions in Erosion and Sediment Control (CPESC) and in Storm Water Quality (CPSWQ) by the internationally-recognized EnviroCert International program, positioning River City Consultants in a unique and well-qualified position to provide environmental and stormwater management services.
Selected relevant project experience includes:

- **Stormwater Management Plans, Western CO** – Mr. Kenney developed stormwater management plans for various projects as per USEPA and local regulations and guidelines.
- **High Mesa, Hunter Mesa, and Middle Fork Water Treatment Facilities, Parachute, CO** – These three existing water treatment facilities are owned and operated by Encana Oil & Gas (USA) Inc., and are part of their oil and gas exploration infrastructure. Encana upgraded these facilities with new offload facilities, roads, tanks, support buildings and equipment, and other appurtenances such as piping. Mr. Kenney was responsible for stormwater management, drainage, road design, site grading, coordination with Encana engineers laying out mechanical upgrades, assistance/support with Garfield County permitting requirements, and construction observation and field engineering.

Registrations: Professional Engineer – Colorado #41215; Utah #7244520-2202; North Dakota #PE-7656
NCEES Council Record, Model Law Engineer Standing No. 47839
Certified Professional in Stormwater Quality No. 0623
Certified Professional in Erosion and Sediment Control No. 5695
Education: Master of Science, Civil Engineering, 1997, Clarkson University.
Bachelor of Science, Civil Engineering (Environmental Concentration), 1996, Clarkson University
Associates of Science, 1994, Sullivan County Community College
U of WI Maintaining Asphalt Pavements
OSHA 10 Hour Construction Safety, Excavation Competent Person,
Confined Space Entry Supervisor, 40 Hour HAZWOPPER (currently inactive)

ATTACHMENT 4
BIOCNG 2014 SCHEDULE OF CHARGES

BioCNG, LLC

Effective January 1, 2014

2014 SCHEDULE OF CHARGES

PERSONNEL CHARGES

Professional	Rate Per Hour
Senior Project Manager/Technical Review	$115 - 225/hr
Senior Project Staff/Project Manager	$ 80 - 145/hr
Project Staff	$ 50 - 125/hr
Technical	
CAD Operator/Designer	$ 70 - 130/hr
Field Technician/Field Manager	$ 45 - 125/hr
Support Services	
Administrative	$ 45 - 75/hr

Depositions and expert witness testimony, including preparation time, will be charged at 150% - 200% of the above rates.

Travel time will be charged in accordance with the above rates, up to a maximum of 8 hours per day.

OUTSIDE SERVICES

Charges for special outside services, equipment, and facilities not furnished directly by Cornerstone will be billed at cost plus 15%.

COMMUNICATIONS

The cost of communications including telephone charges, facsimile, postage and routine copying costs will be charged at a flat rate of 3% of total gross labor charges.

DIRECT CHARGES

Reproduction (letter & legal) - black and white, per sheet	$ 0.10
Reproduction (letter & legal) - color, per sheet	$ 1.25
CAD Plots/Reproduction – black and white, per square foot	$ 0.35
CAD Laser Plots - color, per square foot	$ 2.00
CAD Laser Plots – black and white, Vellum, per square foot	$ 2.00
CAD Laser Plots – black and white, Mylar, per square foot	$ 4.00
Auto per mile	Current government rate
Pickup truck per day	$ 125.00

Rate Changes

Rates are subject to maximum 3% increase per year.

Payment

Monthly invoices are to be paid within 45 days from invoice date. Interest on late payments will be charged at a rate of 18% per annum.

ATTACHMENT 5
SIGNED SOLICITATION AGREEMENT

SECTION 7.0: SOLICITATION RESPONSE FORM

RFP-3813-14-SDH "Persigo Waste Water Treatment Plant Bio-Fuel Design/Build Project"

1) Total cost to provide all labor, parts, supplies, equipment and installation necessary for the per scope of work:

TOTAL COST NOT TO EXCEED $ $2,799,796.00 **dollars.**

The Owner reserves the right to accept any portion of the work to be performed at its discretion

---

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto. This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals. The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies that he/she is a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Date: March 17, 2014

BioCNG, LLC	**Matthew E. Davies**
Company Name – (Typed or Printed)	Authorized Agent – (Typed or Printed)
	President
Authorized Agent Signature	Title
8413 Excelsior Drive, Suite 160	**Madison WI 53717**
Address of Offeror	Owner, State, and Zip Code
Matt.Davies@BioCNG.us	**954-328-3741**
E-mail Address of Agent	Phone Number

ATTACHMENT 6
BIOCNG OPERATION AND MAINTENANCE COST ESTIMATES

BioCNG 100 – 83 SCFM

WWTP Grand Junction, CO

Media and Replacement Cost Estimate

Maintenance Item	Change Out / Replacement Interval	Each Change Out / Replacement Cost		Annualized Change Out / Replacement Cost	
	BioCNG 100	BioCNG 100	Custom Custom	BioCNG 100	Custom Custom
Hydrogen Sulfide Media	7 months	$ 36,000	$ 36,000	$ 59,760	$ 59,760
VOC/Siloxane Media	2.5 months	$ $3,700	$ 3,700	$ 17,760	$ 17,760
Oil, CO2 Sensor and Align	1 year	$ 2,500	$ 2,500	$ 2,500	$ 2,500
Carbon Dioxide Removal	7 years	$ 44,000	$ 44,000	$ 6,286	$ 6,286
Gas Compressor (refurbish)	5 years	$ 9,000	$ 9,000	$ 1,800	$ 1,800
Modulating Valve (refurbish)	2 years	$ 2,500	$ 2,500	$ 1,250	$ 1,250
Chiller Compressor (new)	5 years	$ 3,000	$ 3,000	$ 600	$ 600
			subtotal	**$ 89,956**	**$ 89,956**
Labor Type	Hourly Rate	Labor Hours per year		Labor Costs per year	
Labor	$ 75	175	175	$ 13,125	$ 13,125
Management	$ 150	30	30	$ 4,500	$ 4,500
			subtotal	**$ 17,625**	**$ 17,625**
			TOTAL	**$107,581**	**$107,581**
Average BioCNG Fuel Production		GGE	Per Year		195,490
Average Media O&M Cost per		GGE			$ 0.55
Average Electricity Consumption		kWh	Per Year		452,088
Average Electricity Consumption		GGE	Per kWh		$ 0.14
Average Electricity and O&M Cost per		GGE	Per Year		$ 0.69

Notes:

(1) Hydrogen sulfide change out rate based on 3,000 ppmv sulfur content at 83 scfm.

(2) VOC/Siloxane change out rate based on 1,500 ppbv biogas and may vary.

(3) Oil Change, CO2 Sensor and Laser alignment of Compressor: 4 hours

(4) Labor requirements for change out of hydrogen sulfide and VOC media: 2 staff members, 20 hours.

(5) All piping, tanks, and vessels are assumed to have a 20 year life span.

(6) General operations will require approximately 2 hours of labor per week.

(7) These cost assume work to be performed by owner of equipment without markup that may be required if an outside party purchased the parts or performed the labor.

(8) Electric cost assumes $0.06 per kWh

BioCNG 100 SCFM

WWTP Grand Junction, CO

Media and Replacement Cost Estimate

Maintenance Item	Change Out / Replacement Interval	Each Change Out / Replacement Cost		Annualized Change Out / Replacement Cost	
	BioCNG 100	**BioCNG 100**	**Custom Custom**	**BioCNG 100**	**Custom Custom**
Hydrogen Sulfide Media	6 months	$ 36,000	$ 36,000	$ 72,000	$ 72,000
VOC/Siloxane Media	2 months	$ $3,700	$ 3,700	$ 22,200	$ 22,200
Oil, CO2 Sensor and Align	1 year	$ 2,500	$ 2,500	$ 2,500	$ 2,500
Carbon Dioxide Removal	7 years	$ 44,000	$ 44,000	$ 6,286	$ 6,286
Gas Compressor (refurbish)	5 years	$ 9,000	$ 9,000	$ 1,800	$ 1,800
Modulating Valve (refurbish)	2 years	$ 2,500	$ 2,500	$ 1,250	$ 1,250
Chiller Compressor (new)	5 years	$ 3,000	$ 3,000	$ 600	$ 600
			subtotal	**$ 106,636**	**$ 106,636**
Labor Type	Hourly Rate	Labor Hours per year		Labor Costs per year	
Labor	$ 75	175	175	$ 13,125	$ 13,125
Management	$ 150	30	30	$ 4,500	$ 4,500
			subtotal	**$ 17,625**	**$ 17,625**
			TOTAL	**$124,261**	**$124,261**
Average BioCNG Fuel Production		GGE	Per Year		235,530
Average Media O&M Cost per		GGE			$ 0.53
Average Electricity Consumption		kWh	Per Year		452,088
Average Electricity Consumption		GGE	Per kWh		$ 0.12
Average Electricity and O&M Cost per		GGE	Per Year		$ 0.65

Notes:

(1) Hydrogen sulfide change out rate based on 3,000 ppmv sulfur content at maximum flow rate.

(2) VOC/Siloxane change out rate based on 1,500 ppbv biogas and may vary.

(3) Oil Change, CO2 Sensor and Laser alignment of Compressor: 4 hours

(4) Labor requirements for change out of hydrogen sulfide and VOC media: 2 staff members, 20 hours.

(5) All piping, tanks, and vessels are assumed to have a 20 year life span.

(6) General operations will require approximately 2 hours of labor per week.

(7) These cost assume work to be performed by owner of equipment without markup that may be required if an outside party purchased the parts or performed the labor.

(8) Electric cost assumes $0.06 per kWh

ATTACHMENT 7
BIOCNG AND UNISON WARRANTY

UNISON
SOLUTIONS

WARRANTY STATEMENT

Unison Solutions, Inc. (Unison) is committed to providing quality products and services to its customers. As a demonstration of this commitment, Unison offers the following warranty on its products.

Grant of Warranty: Unison provides this warranty for its equipment under the terms and conditions which are detailed herein. This warranty is granted to the person, corporation, organization, or legal entity (Owner), which owns the equipment on date of start-up. This warranty applies to the owner during the warranty period, and is not transferable.

Warranty Coverage: Equipment that is determined by Unison to have malfunctioned during the warranty period under normal use solely as a result of defects in manufacturing workmanship or materials shall be repaired or replaced at Unison's option. Unison's liability under this warranty to the Owner shall be limited to Unison's decision to repair or replace, at its factory or in the field, items deemed defective after inspection at the factory or in the field.

Warranty Exclusions: All equipment, parts and work not manufactured or performed by Unison carry their own manufacturer's warranty and are not covered by this warranty. Unison's warranty does not override, extend, displace or limit those warranties. Unison's only obligation regarding equipment, parts and work manufactured or performed by others shall be to assign to the Owner whatever warranty Unison receives from the original manufacturer. Unison does not warrant its products from malfunction or failure due to shipping or storage damage, deterioration due to exposure to the elements, vandalism, accidents, power disturbances, or acts of nature or God. This warranty does not cover damage due to misapplication, abuse, neglect, misuse, improper installation, or lack of proper service and/or maintenance, nor does it cover normal wear and tear. This warranty does not apply to modifications not specifically authorized in writing by Unison or to parts and labor for repairs not made by Unison or an authorized warranty service provider. This warranty does not cover incidental or consequential damages or expenses incurred by the Owner or any other party resulting from the order, and/or use of its equipment, whether arising from breach of warranty, non-conformity to order specifications, delay in delivery, or any loss sustained by the Owner. No agent or employee of Unison has any authority to make verbal representations or warranties of any goods manufactured and sold by Unison without the written authorization signed by an authorized officer of Unison. Unison warrants the equipment designed and fabricated to perform in accordance with the specifications as stated in the proposal for the equipment and while the equipment is properly operated within the site specific design limits for that equipment. Any alterations or repair of Unison's equipment by personnel other than those directly employed by, or authorized by Unison shall void the warranty unless otherwise stated under specific written guidelines issued by Unison to the Owner. This warranty does not cover corrosion or premature wear or failure of components resulting from the effects caused by siloxanes, hydrogen sulfide or volatile organic contaminants in excess of the design limits. All media must be purchased through Unison Solutions or approved in writing by Unison Solutions during warranty period. Media purchased though alternate sources and not approved in writing by Unison shall void the warranty. The design limit is based on site specific data provided by the Owner prior to the proposal for the equipment. Owner shall be responsible for all maintenance service, including, but not limited to, lubricating and cleaning the equipment, replacing expendable parts, media, making minor adjustments and performing operating checks, all in accordance with the procedures outlined in Unison's maintenance literature. Unison does not warrant the future availability of expendable maintenance items.

Warranty Period: This Unison warranty is valid for 18 months from the time the equipment is shipped from Unison's factory or 12 months from the date of startup, whichever occurs first.

Repairs During Warranty Period: All warranty claim requests must be initiated with a Return Material Authorization (RMA) number for processing and tracking purposes. The RMA number shall be issued to the Owner upon claim approval and/or field inspection. When field service is deemed necessary in order to determine a warranty claim, the costs associated with travel, lodging, etc. shall be the responsibility of the Owner except under prior agreement for a field inspection. This warranty does not include reimbursement of any costs for shipping the equipment or parts to Unison or an authorized service establishment, or for labor and/or materials required for removal or reinstallation of equipment or parts in connection with a warranty repair. This warranty covers only those repairs that have been conducted by Unison or by a Unison authorized warranty service provider, or by someone specifically authorized by Unison to perform a particular repair or service activity. All component parts replaced under the terms of this warranty shall become the property of Unison.

UNISON ASSUMES NO OTHER WARRANTY FOR ITS EQUIPMENT, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NONINFRINGEMENT, OR LIABILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE.

5451 Chavenelle Road, Dubuque, Iowa 52002 ■ [O] 563.585.0967 [F] 563.585.0970 ■ www.unisonsolutions.com