



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Awarding Contract for Municipal Service Center (MSC) Compressed Natural Gas (CNG) Compressor No. 1 Rebuild Project and CNG Fueling Station Maintenance to GreenField Compression, Inc., of Richardson, Texas (\$39,890); Awarding Contract for MSC CNG Upgrade of Compressor No. 1 Control Panel to D. L. Payne, Inc., of Lodi (\$35,952); and Authorizing City Manager to Execute Contract Extension

MEETING DATE: December 1, 2010

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for Municipal Service Center (MSC) compressed natural gas (CNG) compressor No. 1 rebuild project and CNG fueling station maintenance to GreenField Compression, Inc., of Richardson, Texas (\$39,890); awarding contract for MSC CNG upgrade of compressor No. 1 control panel to D. L. Payne, Inc., of Lodi (\$35,952); and authorizing City Manager to execute contract extension.

BACKGROUND INFORMATION: The existing MSC CNG fueling station was constructed in two phases, the first in 2002/03 and the second in 2006/07. The initial construction included a 125-horsepower electric motor and reciprocating compressor, which now has approximately 7,000 hours of accumulated run time. The original programmable logic control panel, also installed in 2002, has failed and is not repairable. One of the compressors is leaking oil badly, and the service contractor has told us that it needs to be rebuilt. A new replacement control panel is also needed, which will eliminate compressor down-time and call-outs as it will automatically allow switching to our second compressor as a backup, as opposed to the manual switching operation required with the existing control panel.

City Council is requested to award two project contracts. The first includes the labor to rebuild one of the two existing compressors, a two-year maintenance contract, and an option to extend the maintenance contract for an additional two-year term. The second contract rebuilds one of the existing compressor control panels at the MSC CNG fueling station.

The Requests for Proposals for this project were approved on May 19, 2010.

APPROVED: _____

A handwritten signature in black ink, appearing to read "Konradt Bartlam".

Konradt Bartlam, City Manager

Adopt Resolution Awarding Contract for Municipal Service Center (MSC) Compressed Natural Gas (CNG) Compressor No. 1 Rebuild Project and CNG Fueling Station Maintenance to GreenField Compression, Inc., of Richardson, Texas (\$39,890); Awarding Contract for MSC CNG Upgrade of Compressor No. 1 Control Panel to D. L. Payne, Inc., of Lodi (\$35,952); and Authorizing City Manager to Execute Contract Extension
 December 1, 2010
 Page 2

The City received the following two proposals for the MSC CNG compressor No. 1 rebuild project and CNG fueling station maintenance on November 18, 2010.

Bidder	Location	Bid
Engineer's Estimate		\$44,000
GreenField Compression, Inc.	Richardson, TX	\$39,890
ZeitEnergy, LLC	Dallas, TX	\$40,535

The City received the following two proposals for the MSC CNG upgrade of compressor No. 1 control panel on November 19, 2010.

Bidder	Location	Bid
Engineer's Estimate		\$30,000
D. L. Payne, Inc.	Lodi	\$35,952
Bockmon & Woody Electric Company	Stockton	\$49,879

The CNG fueling station maintenance contract shall be for two years. Staff recommends that the City Manager be given authority to negotiate options to extend, to contract for additional services and/or add or delete portions of the contract.

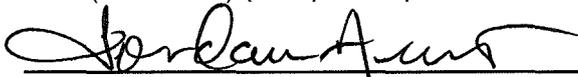
FISCAL IMPACT: There will be a slight decrease in the long-term maintenance costs associated with the installation of these new improvements.

FUNDING AVAILABLE:

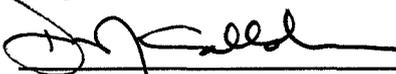
Fleet Services Operating Budget (260561):	\$26,232
Facility Upgrade Account (125079):	\$49,610
Total	\$75,842

The maintenance contract amount will be charged to the Fleet Services operating account (260561), and then will be charged out to departments based on the gallons of CNG used (distributing the cost of the ongoing maintenance). The maintenance cost is \$13,116 per year or \$26,232 for two years.

The Facility Upgrade (Transit) Account (125079) will pay for the Compressor Re-build, at \$13,658, plus the Control Panel Upgrade, at \$35,952, for a total of \$49,610. The funding sources for this are Federal Transit Administration Grant CA-90-Y736 (FFY 2009) (80%)/Transportation Development Act funds (20%).



 Jordan Ayers
 Deputy City Manager/Internal Services Director



 for F. Wally Sandelin
 Public Works Director

Prepared by Dennis J. Callahan, Fleet and Facilities Manager
 FWS/DJC/pmf
 Attachments

cc: Transportation Manager/Senior Traffic Engineer

K:\WP\PROJECTS\TRANSIT\CNGSTATION\MSC CNG Improvements2010\CAward.doc

11/19/2010

**City of Lodi
MUNICIPAL SERVICE CENTER (MSC) COMPRESSED NATURAL GAS
(CNG) COMPRESSOR No. 1 REBUILD AND CNG FUELING STATION
MAINTENANCE CONTRACT**

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and GREENFIELD COMPRESSION, INC., herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

- Request for Proposal
- Specifications, Plans, Drawings and Attachment Documents
- Pricing Proposal (Contractor Provided Schedule of Values)
- Special Provisions
- Contract
- Contract Bonds
- Addenda

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work, furnish all labor and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Clauses 65 and 66 Special Conditions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

TOTAL CONTRACT AMOUNT
Guaranteed Maximum Price “\$39,890.00

*Exhibit A is the Schedule of Values from Contractor dated November 15, 2010.

City shall have the right at its option to extend the maintenance portion of this contract an additional two years at the price set forth in the section labeled “Option” on Exhibit A.

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the documents.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract and to diligently prosecute to **completion in accordance with the following schedule:**

- 1. Start of Construction Project: 15 Calendar Days from Notice to Proceed.**
- 2. Project Completion: 45 Calendar Days.**

When signing this contract, the Contractor agrees that the times of completion for this contract are reasonable, that failure to meet the milestones completion shall result in the assessment of liquidated damages charges to the Contractor, and that the Contractor agrees to pay the City liquidated damages of **\$500.00 per day for each day the work is not totally completed** beyond the times specified in the preceding paragraph. Contractor agrees that this amount may be deducted from the amount due the Contractor under the contract.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

By: _____
Konradt Bartlam, City Manager

By: _____

Date: _____

Title

Attest:

Randi Johl, City Clerk

(CORPORATE SEAL)

Approved as to form:

D. Stephen Schwabauer, City Attorney



	A	B	C	D	E	F	G	H	I
1		GreenField Compression					Date: <u>11/15/2010</u>		
2		909 N Bowser							
3		Richardson, TX. 75081							
4									
5									
6		SCHEDULE OF VALUES							
7		Project: <u>Compressor #1 Rebuild & CNG Fueling station Maintenance Contract</u>					Estimator: <u>Mike Marcus</u>		
8		Service Co: <u>Atlas Copco DRA GreenField Compression</u>					Customer: <u>City of Lodi</u>		
9									
10									
11	CSI	DESCRIPTION	UM	QTY	Labor	Material	SCHEDULED VALUE		
12	Comp. Rebuild	Perform 10,000 hr rebuild on C4U117.1 S/N# 54184	HRS	50	\$91.00		\$ 4,550.00		
13		GreenField recommends in-house rebuild at factory					\$ -		
14	Field Service	Labor to remove compressor from station and ship to GreenField	HRS	24	\$112.00		\$ 3,808.00		
15		Labor to re-install compressor & commission					\$ -		
16							\$ -		
17	Freight	From City of Lodi to GreenField	EA		\$5,300.00		\$ 5,300.00		
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41		Total			\$ 5,503.00	\$ -	\$ 13,658.00		

Exhibit A

	A	B	C	D	E	F	G	H	I
1									
2		909 N Bowser							
3		Richardson, TX. 75081							
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909 N Bowser
Richardson, TX. 75081

SCHEDULE OF VALUES

Project: Compressor #1 Rebuild & CNG Fueling station Maintenance Contract
Service Co.: Atlas Copco DBA GreenField Compression

Estimator: Mike Marcus
Customer: City of Lodi

10	CSI	DESCRIPTION	UM	QTY	Labor	Material	SCHEDULED VALUE
11	Maint.Contract	Perform monthly maintenance contract per RFP	EA	12	\$1,076.00		\$ 12,912.00
12		Year 1 : This amount is monthly billing which includes maint.					\$ -
13		Parts					\$ -
14	Maint.Contract	Perform monthly maintenance contract per RFP	EA	12	\$1,110.00		\$ 13,320.00
15		Year 2 : This amount is monthly billing which includes maint.					\$ -
16		Parts					\$ -
17							\$ -
18	Maint. Parts	Year 1 Maintenance parts to include the following:				\$2,847.00	\$ -
19		Oil,Oil Filter,Suction Filter element,all interstage elements,					\$ -
20		Discharge Filter elements,O-rings and all Dryer Filter elements					\$ -
21		This is for reference only. Cost will be included with monthly					\$ -
22		billing per above					\$ -
23							\$ -
24	Maint. Parts	Year 2 Maintenance parts to include the following:				\$3,017.00	\$ -
25		Oil,Oil Filter,Suction Filter element,all interstage elements,					\$ -
26		Discharge Filter elements,O-rings and all Dryer Filter elements					\$ -
27		This is for reference only. Cost will be included with monthly					\$ -
28		bilting per above					\$ -
29							\$ -
30	Discount	Contract customers benefit with a 5% discount on all future					\$ -
31		parts orders as well as a 5% discounted preffered labor					\$ -
32		rate on any service performed outside of maintenance					\$ -
33		for the duration of contract					\$ -
34							\$ -
35							\$ -
36							\$ -
37							\$ -
38							\$ -
39							\$ -
40							\$ -
41		Total			\$ -	\$ 5,864.00	\$ 26,232.00

909 N Bowser
Richardson, TX. 75081

OPTION

SCHEDULE OF VALUES

Project: Compressor #1 Rebuild & CNG Fueling station Maintenance Contract
Service Co: Atlas Copco DBA GreenField Compression

Estimator: Mike Marcus
Customer: City of Lodi

10	CSI	DESCRIPTION	UM	QTY	Labor	Material	SCHEDULED VALUE
11	Maint.Contract	Perform monthly maintenance contract per RFP	EA	12	\$1,130.00		\$ 13,560.00
12		Year 3 : This amount is monthly billing which includes maint.					\$ -
13		Parts					\$ -
14	Maint.Contract	Perform monthly maintenance contract per RFP	EA	12	\$1,150.00		\$ 13,800.00
15		Year 4 : This amount is monthly billing which includes maint.					\$ -
16		Parts					\$ -
17							\$ -
18	Maint. Parts	Year 3 Maintenance parts to include the following:				\$3,198.00	\$ -
19		Oil, Oil Filter, Suction Filter element, all interstage elements,					\$ -
20		Discharge Filter elements, O-rings and all Dryer Filter elements					\$ -
21		This is for reference only. Cost will be included with monthly					\$ -
22		billing per above					\$ -
23							\$ -
24	Maint. Parts	Year 4 Maintenance parts to include the following:				\$3,390.00	\$ -
25		Oil, Oil Filter, Suction Filter element, all interstage elements,					\$ -
26		Discharge Filter elements, O-rings and all Dryer Filter elements					\$ -
27		This is for reference only. Cost will be included with monthly					\$ -
28		billing per above					\$ -
29							\$ -
30							\$ -
31	Discount	Contract customers benefit with a 5% discount on all future					\$ -
32		parts orders as well as a 5% discounted preferred labor					\$ -
33		rate on any service performed outside of maintenance					\$ -
34		for the duration of contract					\$ -
35							\$ -
36							\$ -
37							\$ -
38							\$ -
39							\$ -
40							\$ -
41		Total			\$ -	\$ 6,588.00	\$ 27,360.00

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and D. L. PAYNE, INC., herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

- Request for Proposal
- Specifications, Plans, Drawings and Attachment Documents
- Pricing Proposal (Contractor Provided Schedule of Values)
- Special Provisions
- Contract
- Contract Bonds
- Addenda

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work, furnish all labor and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Clauses 65 and 66 Special Conditions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing

wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

TOTAL CONTRACT AMOUNT	
Guaranteed Maximum Price	\$35,952.00

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the documents.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract and to diligently prosecute to **completion in accordance with the following schedule**:

1. Complete design and submission of plans to the City of Lodi Building Department within 60 calendar days after the Notice to Proceed.
2. City of Lodi Design Review Time: 15 Calendar Days.
3. Complete construction: 30 calendar days after the date of the City of Lodi Building Permit issuance.
4. Total Construction Project (excluding Building Department Permit Review): 105 calendar days.

When signing this contract, the Contractor agrees that the times of completion for this contract are reasonable, that failure to meet the milestones completion shall result in the assessment of liquidated damages charges to the Contractor, and that the Contractor agrees to pay the City liquidated damages of **\$500.00 per day for each day the work is not totally completed** beyond the times specified in the preceding paragraph. Contractor agrees that this amount may be deducted from the amount due the Contractor under the contract.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

By: _____
Konradt Bartlam, City Manager

By: _____

Date: _____

Title

Attest:

Randi Johl, City Clerk

(CORPORATE SEAL)

Approved as to form:

D. Stephen Schwabauer, City Attorney



RESOLUTION NO. 2010-206

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
CONTRACT FOR MUNICIPAL SERVICE CENTER (MSC)
COMPRESSED NATURAL GAS (CNG) COMPRESSOR NO. 1 REBUILD
PROJECT AND CNG FUELING STATION MAINTENANCE; AWARDING
CONTRACT FOR MSC CNG UPGRADE OF COMPRESSOR NO. 1
CONTROL PANEL; AND AUTHORIZING CITY MANAGER TO
EXECUTE CONTRACT EXTENSION

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed proposals were received and publicly opened on November 18, 2010, at 11:00 a.m. for the Municipal Service Center (MSC) Compressed Natural Gas (CNG) Compressor No. 1 Rebuild Project and CNG Fueling Station Maintenance and on November 19, 2010, at 11:00 a.m. for the MSC CNG Upgrade of Compressor No. 1 Control Panel and described in the requests for proposals therefore approved by the City Council on May 19, 2010; and

WHEREAS, said proposals have been checked and tabulated and a report thereof filed with the City Manager as follows:

MSC CNG Compressor No. 1 Rebuild Project and CNG Fueling Station Maintenance:

Bidder	Bid
GreenField Compression, Inc.	\$39,890
ZeitEnergy, LLC	\$40,535

MSC CNG Upgrade of Compressor No. 1 Control Panel:

Bidder	Bid
D. L. Payne, Inc.	\$35,952
Bockmon & Woody Electric Company	\$49,879

WHEREAS, staff recommends awarding the contract for the MSC CNG Compressor No. 1 Rebuild Project and CNG Fueling Station Maintenance to the low bidder, GreenField Compression, Inc., of Richardson, Texas; and

WHEREAS, staff recommends awarding the contract for the MSC CNG Upgrade of Compressor No. 1 Control Panel to the low bidder, D. L. Payne, Inc., of Lodi, California.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Municipal Service Center (MSC) Compressed Natural Gas (CNG) Compressor No. 1 Rebuild Project and CNG Fueling Station Maintenance to the low bidder, GreenField Compression, Inc., of Richardson, Texas, in the amount of \$39,890; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby award the contract for the MSC CNG Upgrade of Compressor No. 1 Control Panel to the low bidder, D. L. Payne, Inc., of Lodi, California, in the amount of \$35,952; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to negotiate options to extend, to contract for additional services, and/or add or delete portions of the contract.

Dated: December 1, 2010

=====

I hereby certify that Resolution No. 2010-206 was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 1, 2010, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Mounce, and Mayor Katzakian

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL
City Clerk