



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Contract Amendment with Atlas Copco Compressors, LLC, to Include Repairs to Compressed Natural Gas Fueling Station (\$25,000)

MEETING DATE: December 18, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute contract amendment with Atlas Copco Compressors, LLC, to include repairs to compressed natural gas fueling station, in an amount not to exceed \$25,000.

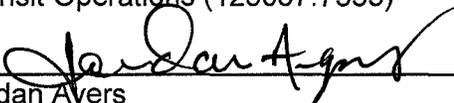
BACKGROUND INFORMATION: Since 2002, the City has contracted with Atlas Copco Compressors, LLC, to perform monthly inspections and maintenance on the compressed natural gas (CNG) facility. The contract for the monthly inspections and maintenance includes labor and materials needed to perform the maintenance, such as compressor oil, filters, and dryer elements, etc.

The CNG fueling station is heavily used and is critical to operations of the City's transit vehicles and other CNG fleet vehicles. At times it is necessary to make timely repairs to keep the fueling station operable. Since Atlas Copco Compressors is the sole provider of replacement parts and certified Atlas Copco technicians (see Exhibit A), the public contract bidding process can be waived for capital repairs exceeding \$5,000 in cost. The purpose of this contract amendment is to include capital repairs in the contract and to reduce the time needed to make such repairs.

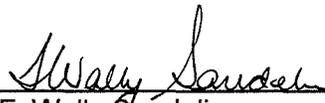
The repairs will be performed as needed, on a time-and-materials basis, in accordance with Exhibit B. Based on past experience, staff anticipates the \$25,000 amendment will cover needed repairs through July 30, 2015.

FISCAL IMPACT: Reduces transit operations cost by avoiding CNG fuel purchases from other vendors.

FUNDING AVAILABLE: Transit Operations (125057.7335)

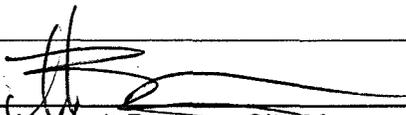


Jordan Ayers
Deputy City Manager/Internal Services Director



F. Wally Sandelin
Public Works Director

Prepared by Charles E. Swimley, Jr., City Engineer/Deputy Public Works Director
FWS/CES/pmf
Attachments

APPROVED: 

Konradt Bartlam, City Manager



Atlas Copco Compressors LLC
1800 Overview Drive, Rock Hill, SC 29730 USA

Mr Randy Laney,

Atlas Copco Compressors LLC does have proprietary components on your CNG equipment which can only be purchased from Atlas Copco. Furthermore, we do not have any authorized third party service providers in the State of California. We do employ Atlas Copco certified technicians who reside in several areas of California to service and maintain our GreenField CNG product lines including your two GreenField CU station's, control panels and storage currently under contract.

Thank You,

Mike Marcus
Service Sales Engineer
CNG/NGV GreenField
10/11/13

CONTRACT AMENDMENT AGREEMENT
CNG FUELING STATION MAINTENANCE CONTRACT

THIS CONTRACT AMENDMENT AGREEMENT, made and entered into this ____ day of _____, 2013, by and between the CITY OF LODI, a municipal corporation, hereinafter called "City", and GREENFIELD COMPRESSION, INC., now known as ATLAS COPCO COMPRESSORS, LLC, hereinafter called "Contractor."

- 1. CONTRACT: Contractor and City, entered into a contract for monthly maintenance of the CNG fueling station, providing that the contract could be extended by mutual agreement. The Contract Extension Agreement extended this contract to through July 30, 2015.
- 2. TERM AND TERMS: Contractor and City desire to amend the current contract to include repairs as needed on a time and materials rate based upon the fee schedule, attached as Attachment 1. Repairs under this amendment shall not exceed \$25,000. All other terms will remain as set forth in the Contract Agreement attached as Attachment 2.

IN WITNESS WHEREOF, City and Contractor have executed this Contract Amendment Agreement on the date and year first above written.

CITY OF LODI, a municipal corporation
hereinabove called "City"

ATLAS COPCO COMPRESSORS, LLC.
hereinabove called "Contractor"

KONRADT BARTLAM, City Manager

Name:
Title:

Attest:

RANDI JOHL-OLSON, City Clerk

Approved as to Form:



D. STEPHEN SCHWABAUER City Attorney



**COMMISSIONING AND FIELD SERVICE RATES
USA - MEXICO - CANADA**

RATES SUBJECT TO CHANGE WITHOUT NOTICE *EFFECTIVE DATE January 2013*

			Service Contract 5% Discount	Regular Billing
Field Technician	Service during normal hours	Per Hour	\$ 114.00	\$ 120.00
Overtime work	1.5 times normal rate after 8 hours	Per Hour	\$ 171.00	\$ 180.00
Overtime Sundays or Holidays	2 times normal rate after 12 hours and on Sunday or Holidays	Per Hour	\$ 228.00	\$ 240.00
Travel Time	Weekdays and Saturdays	Per Hour	\$ 110.00	\$ 110.00
Travel Time Sundays or Holidays	Sundays and Holidays	Per Hour	\$ 165.00	\$ 165.00
Phone Support	Phone support more than 15 minutes will be billed at the following rate	Per Hour	\$ 110.00	\$ 110.00

* Mark up on parts and materials not to exceed 15%.

1. **Expenses:** Applies to every day our employee is on the road. (Employee Per Diem per day \$55.00)
2. **Travel Time:** Travel time covers time spent on airplanes, buses, taxis, company or private car, etc. including necessary waiting or transfer time, to job site and return. (For travel in car, charge per mile plus applicable sales tax, \$1.50)
3. **Minimum Charges:** A minimum charge of **four (4) hours** will apply on all field service calls. For phone support of more than 15 minutes a 1 hour charge will apply. **This will not apply for service contract customers.**
4. **Downtime:** Time spent waiting at or in the vicinity of a jobsite for any reason outside of the control of Atlas Copco will be billed at the same rates as detailed above; overtime rates will apply if relevant.
5. **Incomplete days** (*less than eight hours, but more than four*): Will be invoiced in accordance with the hourly rate, if work is performed by Atlas Copco Service Technicians.
6. **Legal Holidays:** Atlas Copco observes 13 holidays per calendar year. Please contact your Service Coordinator for those dates.
7. **Conditions:** Services are performed in accordance with our "General Conditions of Supply".

CONTRACT EXTENSION AGREEMENT
CNG FUELING STATION MAINTENANCE CONTRACT

THIS CONTRACT EXTENSION AGREEMENT, made and entered into this 21 day of August, 2013, by and between the CITY OF LODI, a municipal corporation, hereinafter called "City", and GREENFIELD COMPRESSION, INC., now known as ATLAS COPCO COMPRESSORS, LLC, hereinafter called "Contractor."

- 1. **CONTRACT EXTENSION:** Contractor and City, entered into a contract for monthly maintenance of the CNG fueling station, providing that the contract could be extended by mutual agreement.
- 2. **TERM AND TERMS:** The term of this Contract Extension Agreement shall be for a period of twenty-four (24) months, commencing August 1, 2013 and terminating July 30, 2015. All other terms will remain as set forth in the Contract Agreement attached as Exhibit 1.

IN WITNESS WHEREOF, City and Contractor have executed this Contract Extension Agreement on the date and year first above written.

CITY OF LODI, a municipal corporation
hereinabove called "City"

ATLAS COPCO COMPRESSORS, LLC.
hereinabove called "Contractor"



Konradt Bartlam, City Manager

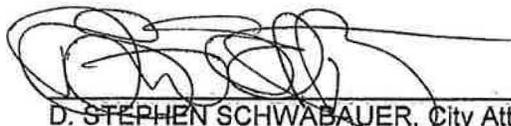


Attest:



RANDI JOHL, City Clerk

Approved as to Form:



D. STEPHEN SCHWABAUER, City Attorney

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:

GreenField Compression

By: [Signature]

After market Sales Representative
Title

CITY OF LODI

By: [Signature]
Konradt Bartlam, City Manager

Date: 1-27-11

Attest:

[Signature] Assistant
for Randi Johnson City Clerk

(CORPORATE SEAL)



Approved as to form:

[Signature]
D. Stephen Schwabauer, City Attorney

Account No. 260561.7335

	A	B	C	D	E	F	G	H	I
1		GreenField Compression					Date: 11/15/2010		
2		909 N Bowser							
3		Richardson, TX. 75081							
4									
5									
6									
7		Project: Compressor #1 Rebuild & CNG Fueling station Maintenance Contract					Estimator: Mike Marcus		
8		Service Co.: Atlas Copco DBA GreenField Compression					Customer: City of Lodi		
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.	1	\$5,300.00		\$ 5,300.00		
18		From GreenField to City of Lodi					\$ -		
19							\$ -		
20							\$ -		
21							\$ -		
22							\$ -		
23							\$ -		
24							\$ -		
25							\$ -		
26							\$ -		
27							\$ -		
28							\$ -		
29							\$ -		
30							\$ -		
31							\$ -		
32							\$ -		
33							\$ -		
34							\$ -		
35							\$ -		
36							\$ -		
37							\$ -		
38							\$ -		
39							\$ -		
40							\$ -		
41		Total				5,509.00	13,658.00		

	A	B	C	D	E	F	G	H	I
1		GreenField Compression					Date: 11/15/2010		
2		909 N Bowser							
3		Richardson, TX. 75081							
4									
5									
6		SCHEDULE OF VALUES							
7		Project: Compressor #1 Rebuild & CNG Fueling station Maintenance Contract					Estimator: Mike Marcus		
8		Service Co.: Atlas Copco DBA GreenField Compression					Customer: City of Lodi		
9									
10									
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		billing per above						\$	-
29								\$	-
30	Discount	Contract customers benefit with a 5% discount on all future						\$	-
31		parts orders as well as a 5% discounted preferred 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

	A	B	C	D	E	F	G	H	I
1		GreenField Compression					Date:	11/15/2010	
2		909 N Bowser							
3		Richardson, TX. 75081							
4									
5									
6									
7		Project: Compressor #1 Rebuild & CNG Fueling station Maintenance Contract					Estimator:	Mike Marcus	
8		Service Co.: Atlas Copco DBA GreenField Compression					Customer:	City of Lodi	
9									
10									
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

RESOLUTION NO. 2013-218

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE A
CONTRACT AMENDMENT WITH ATLAS COPCO
COMPRESSORS, LLC, TO INCLUDE REPAIRS TO THE
COMPRESSED NATURAL GAS FUELING STATION

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WHEREAS, the City has contracted with Atlas Copco Compressors, LLC, since 2002 to perform monthly inspections and maintenance on the compressed natural gas facility; and

WHEREAS, the contract for the monthly inspections and maintenance includes the labor and materials needed to perform the maintenance, but parts and labor to perform repairs are not included; and

WHEREAS, since Atlas Copco Compressors is the sole provider of replacement parts and certified Atlas Copco technicians, the public contract bidding process can be waived for capital repairs exceeding \$5,000 in cost. The purpose of this contract amendment is to include capital repairs in the contract and to reduce the time needed to make such repairs.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a contract amendment with Atlas Copco Compressors, LLC, of Rock Hill, South Carolina, to include repairs to the compressed natural gas fueling station, in an amount not to exceed \$25,000.

Dated: December 18, 2013

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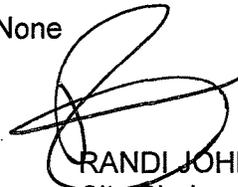
I hereby certify that Resolution No. 2013-218 was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 18, 2013, by the following vote:

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

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Nakanishi

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL-OLSON
City Clerk