

AMENDMENT NO. 3

CLEAN ENERGY
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 3 TO AGREEMENT FOR PROFESSIONAL SERVICES ("Amendment No. 3"), is made and entered this ____ day of _____, 2025, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and CLEAN ENERGY, a California corporation (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services for monthly inspections, preventative maintenance and repairs of Compressed Natural Gas Facility on January 24, 2022, Amendment No. 1 on November 13, 2023, and Amendment No. 2 on September 30, 2024 (collectively, the "Agreement"), as set forth in Exhibit 1, attached hereto and made part of; and
2. WHEREAS, CITY now requests to add funds in the amount of \$175,000, for a total Agreement amount not-to-exceed \$350,000 consistent with the fee schedule set forth and attached as Exhibit 2 and incorporated herein; and
3. WHEREAS, CITY has advised CONTRACTOR of its desire to extend the terms of the Agreement through September 30, 2026; and
4. WHEREAS, CONTRACTOR agrees to said extension and amendments.

NOW, THEREFORE, the parties agree to amend the Agreement as set forth above. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 3 on the date and year first above written.

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

CLEAN ENERGY, a California corporation

CHRISTINA JAROMAY
Acting City Manager

PETER OAKMAN
Account Manager, Transit

Attest:

OLIVIA NASHED, City Clerk

Approved as to Form:

KATIE O. LUCCHESI, City Attorney

 For Katie O. Lucchesi

EXHIBIT 1 to Amendment No.3

AMENDMENT NO. 2

CLEAN ENERGY AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES ("Amendment No. 2"), is made and entered this 30th day of September, 2024, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and, CLEAN ENERGY, a California Corporation (hereinafter called "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an AGREEMENT FOR PROFESSIONAL SERVICES on January 24, 2022 and Amendment No. 1 on November 13, 2023 (Collectively the "Agreement") as set forth in Exhibit 1, attached hereto and made part of; and
2. WHEREAS, CONTRACTOR requests to amend the fees to include a CPI increase of 3.24% beginning October 1, 2024, as set forth in Exhibit 2, attached hereto and made a part of; and
3. WHEREAS, CITY requests to extend the term of the Agreement to September 30, 2025; and
4. WHEREAS, CONTRACTOR agrees to said amendments.

NOW, THEREFORE, the parties agree to extend the term of the Agreement to September 30, 2025 and to amend the fees to include a CPI increase of 3.24% beginning October 1, 2024, as set forth in Exhibit 2, attached hereto and made a part of this Amendment No. 2 by this reference. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 2 on the date and year first above written.

CITY OF LODI, a municipal corporation

By: 


SCOTT R. CARNEY
City Manager

CLEAN ENERGY, a California corporation

By: 

CHAD LINDHOLM
Senior Vice President, Sales

Attest:


OLIVIA NASHED
City Clerk

Approved as to Form:


KATIE O. LUCCHESI
City Attorney

AMENDMENT NO. 1

CLEAN ENERGY
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this 13th day of November 2023, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), CLEAN ENERGY, a California Corporation (hereinafter called "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into the Professional Services Agreement on January 24, 2022 ("Agreement") as set forth in Exhibit 1, attached hereto and made part of ; and
2. WHEREAS, CONTRACTOR requests to amend the Scope of Services to include a CPI increase of 6.203% beginning October 1, 2023, as set forth in Exhibit 2, attached hereto and made a part of; and
3. WHEREAS, CITY requested to extend the term of the Agreement to September 30, 2024; and
4. WHEREAS, CONTRACTOR agrees to said amendments; and

NOW, THEREFORE, the parties agree to extend the term of the Agreement to September 30, 2024 and to amend the Scope of Services to include a CPI increase of 6.203% beginning October 1, 2023, as set forth in Exhibit 2, attached hereto and made a part of this Amendment No. 1 by this reference. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 on the date and year first above written.

CITY OF LODI, a municipal corporation
Herein above called "CITY"

By: Andrew C. Keys
ANDREW KEYS
Interim City Manager

CLEAN ENERGY, a California corporation
Hereinabove called "CONTRACTOR"

By: Chad Lindholm
CHAD LINDHOLM
Vice President, Sales Senior Vice President, Sales

Attest:

Olivia Nashed
OLIVIA NASHED
City Clerk

Approved as to Form:

Katie O. Lucchesi
KATIE O. LUCCHESI
City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on January 24, 2022, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and CLEAN ENERGY, a California corporation (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for monthly inspections and preventative maintenance and repairs of Compressed Natural Gas Facility (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall

remain in contact with reviewing agencies and make all efforts to review and return all comments.

If either party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruptions, pandemics, quarantines, war, civil disturbances, acts of terrorism, interruptions in utility services, the cessation of providing necessary products or services to CONTRACTOR by any supplier to CONTRACTOR, labor disputes, catastrophic equipment failures due to extraordinary events beyond the control of CONTRACTOR, acts of God, or threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government ("Force Majeure"), then the affected party shall be excused from performance hereunder during the period of such disability. The party claiming Force Majeure shall promptly notify the other party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include, and a party shall not be excused from, any payment obligations hereunder.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall

indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on October 1, 2021 and terminates upon the completion of the Scope of Services or on September 30, 2023, whichever occurs first.

Section 2.7 Option to Extend Term of Agreement

At its option, City may extend the terms of this Agreement for an additional three (3) one (1)-year extensions; provided, City gives Contractor no less than thirty (30) days written notice of its Intent prior to expiration of the existing term. In the event City exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed five (5) years.

**ARTICLE3
COMPENSATION**

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

All prices are exclusive of federal, state and local sales, use taxes and fees assessed by governmental agencies that are based, measures or determined by reference to the selling price, gallons, or gas sold or used in connection with this agreement. In addition, with respect to construction this includes sales tax that are assessed based on CONTRACTOR's or its subcontractor's costs. These taxes are the responsibility of CITY and are in addition to the price unless an applicable exemption certificate is provided.

Section 3.2 Prevailing Wage

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.

Section 3.3 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CITY shall pay such invoices within 30 days of receipt. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.4 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.5 (AB 626) Public Contract Code Section 9204 - Public Works Project Contract Dispute Resolution Procedure

Section 9204 of the California Public Contract Code (the "Code") provides a claim resolution process for "Public Works Project" contracts, as defined, which is hereby incorporated by this reference, and summarized in the following:

Definitions:

"Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City under a contract for a Public Works Project.

(8) Payment of money or damages arising from work done by, or on behalf of, a contractor pursuant to a contract for a Public Works Project and payment for which is not otherwise expressly provided or to which a claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the City.

"Public Works Project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

Claim Resolution Process:

(1) All Claims must be properly submitted pursuant to the Code and include

reasonable documentation supporting the Claim. Upon receipt of a Claim, the City will conduct a reasonable review, and within a period not to exceed 45 days, will provide the claimant a written statement identifying the disputed and undisputed portions of the Claim. The City and contractor may, by mutual agreement, extend the time periods in which to review and respond to a Claim. If the City fails to issue a written statement, paragraph (3) applies.

Any payment due on a portion of the Claim deemed not in dispute by the City will be processed and made within 60 days after the City issues its written statement.

(2) If the claimant disputes the City's response, or if the City fails to respond to a Claim within the time prescribed in the Code, the claimant may demand in writing, by registered mail or certified mail, return receipt requested, an informal conference to meet and confer for settlement of the issues in dispute, which will be conducted within 30 days of receipt.

If the Claim or any portion thereof remains in dispute after the meet and confer conference, the City will provide the claimant a written statement, within 10 business days, identifying the remaining disputed and undisputed portions of the Claim. Any payment due on an undisputed portion of the Claim will be processed and made within 60 days after the City issues its written statement. Any disputed portion of the Claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, as set forth in the Code, unless mutually waived and agreed, in writing, to proceed directly to a civil action or binding arbitration, as applicable.

(3) A Claim that is not responded to within the time requirements set forth in the Code is deemed rejected in its entirety. A Claim that is denied by reason of such failure does not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by the Code will bear interest at 7 percent per annum.

(5) Subcontractors or lower tier subcontractors that lack legal standing or privity of contract to assert a Claim directly against the City, may request in writing, on their behalf or the behalf of a lower tier subcontractor, that the contractor present a Claim to the City for work performed by the subcontractor or lower tier subcontractor. The request shall be accompanied by reasonable documentation to support the Claim. Within 45 days of receipt of such written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the Claim to the City and, if the original contractor did not present the Claim, provide the subcontractor with a

statement of the reasons for not having done so.

The Claim resolution procedures and timelines set forth in the Code are in addition to any other change order, claim, and dispute resolution procedures and requirements set forth in the City contract documents, to the extent that they are not in conflict with the timeframes and procedures of the Code.

Section 3.6 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement.

CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4 MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be

performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

Neither party shall have any liability to the other party for special, consequential, or incidental damages, except however in connection with a claim made against either party by a third party, provided that such claim arises out of or results from any claim within the scope of the indemnity obligations of Contractor or City, as applicable, under this Agreement.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Randy Rigato

To CONTRACTOR: Clean Energy
 4675 Mac Arthur Court, Ste. 800
 Newport Beach, CA 92660
 Attn: Chad Lindholm
 With a copy to: Associate General Counsel

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

Federal Transit Funding conditions do not apply to this Agreement.

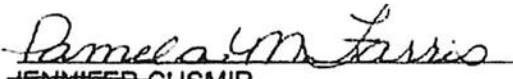
Section 4.22 Counterparts and Electronic Signatures

This Agreement and other documents to be delivered pursuant to this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the Internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

ATTEST:

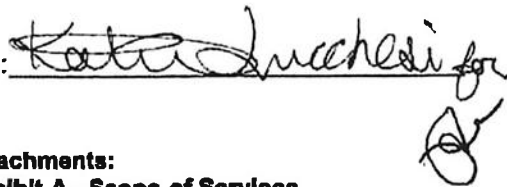
CITY OF LODI, a municipal corporation


JENNIFER GUSMIR
City Clerk - *Danella M. Farris*
Assistant City Clerk


STEPHEN SCHWABAUER
City Manager

APPROVED AS TO FORM:
JANICE D. MAGDICH, City Attorney

CLEAN ENERGY, a California corporation

By: 

By: 
Name: CHAD LINDHOLM
Title: Vice President

Attachments:
Exhibit A - Scope of Services
Exhibit B - Fee Proposal
Exhibit C - Insurance Requirements

Funding Source: 65055000.72499
(Business Unit & Account No.)

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CA:Rev.07.2021.elecsgn

SCOPE OF SERVICES

1) Scope

The work shall include (a) monthly inspections (one per month) and (b) servicing of compressors, motors, instrumentation, piping/valves, pressure vessels, safety equipment, time-fill and fast-fill systems and dispensers, and ancillary equipment as identified during the monthly inspections and quoted separately. The inspection schedule shall be established to meet the Original Equipment Manufacturer's recommended inspection requirements and intervals; at minimum, inspections shall be monthly. All labor for conducting monthly inspections shall be included in the CNG Inspections Monthly Fee set forth in Contractor's fee proposal in Exhibit B (the "Fee Proposal"). All pricing for providing parts, performing repairs and maintenance shall be according to the Labor Rate and Overtime Rate (collectively, the "Call-Out Rates") and Parts and materials plus markup rate (the "Parts Rate") where applicable, as set forth in the Fee Proposal.

Only "Extra Work" that is authorized by the City of Lodi in writing prior to the start of said work will be allowed.

2) Tools and Equipment

The Contractor shall provide all necessary equipment needed to properly and efficiently diagnose problems and make repairs in the field including specialty tools and equipment when and where necessary.

3) Monthly CNG Inspections

The contractor shall perform an on-site inspection of the CNG system at least once per month as noted in the Monthly CNG Inspections Checklist of this Exhibit A to ensure that the system is operating properly. The cost of labor, equipment and consumables necessary to perform these inspections at the intervals recommended by the manufacturer or mandated by local State or Federal regulations, shall be included in the contractor's CNG Inspections Monthly Fee. Site inspections shall be documented on a standard inspection form approved by the City. If, at the time of inspection, repairs are required, they shall be quoted pursuant to the Call-Out Rates and the Parts Rate set forth in the Fee Proposal and performed only after the Contractor receives written approval from the City of Lodi.

4) Repairs and Maintenance

The cost of labor, equipment and consumables necessary to perform repairs and maintenance, at intervals recommended by the manufacturer or mandated by local, State or Federal regulations, shall be charged at the Call-Out Rates and Parts Rate set forth in the Fee Proposal. Prior to performing such work, Contractor shall provide a quote to City, and Contractor shall not commence such work until Contractor's receipt of written approval from City of Lodi authorizing such work. If replacement parts are available contractor shall utilize these parts first in accordance with paragraph 6 of this Scope of Services.

5) Emergency Repairs

Request for Quotes
Monthly Inspection and Preventative Maintenance Services
of Compressed Natural Gas Station

EXHIBIT A

In case of a system failure or malfunction, the Contractor shall provide a 24-hour phone or pager number and shall respond to any call-out within 60-minutes by phone and followed by an arrival on-site within 24-hours when deemed necessary by the City.
Work required to effect emergency repairs shall be billed on a time and expenses basis in accordance with the Call-Out Rates and the Parts Rate set forth in the Fee Proposal.

6) Replacement Parts

The City of Lodi maintains a minimal quantity of spare parts for the CNG system on-hand. The contractor shall manage and control this inventory of spare parts and make recommendations for the procurement of replacement parts when needed (replacement parts will be purchased directly by the City or by the contractor based on the Parts Rate as established in the Fee Proposal). Should the Contractor determine that parts are needed that have not been supplied by the City in advance, the Contractor shall provide a list of materials needed to the City, in writing.

7) Documentation Requirements

The contractor shall document and record each system inspection, maintenance event and system repair performed over the life of the project in a form approved by the City. For each station site visit, documentation shall include – at a minimum – the date, time spent, description of work performed and readings or measurements taken, and any abnormal conditions observed. A copy of this documentation shall be remitted with the contractors invoice covering the work performed, and retained by the contractor as a record.

8) Existing Facilities

The Contractor will be held responsible for damage to existing facilities, structures, obstructions and all underground facilities that is caused by Contractor.

The City of Lodi shall be immediately notified of any damage that is caused by the operations of the Contractor to any facility, utility or structure. At the City of Lodi's discretion, repairs shall be made by the Contractor at the owning utility's direction or by the utility, all to the satisfaction of the City Representative.

All removed material, unless otherwise specified, shall become the property of the Contractor and shall be disposed of legally, properly, and quickly.

All materials to be salvaged shall be delivered to the Municipal Service Center, 1331 S. Ham Lane, Lodi, California, during the hours of 8:00 a.m. to noon or 1:00 p.m. to 3:00 p.m. Payment for removed materials and delivering salvaged materials shall be in accordance with the Call-Out Rates and Parts Rate as set forth in the Fee Proposal.

10) CNG Fueling Station Equipment

The Contractor shall notify the City's Representative, or his designee, 24-hours in advance of any planned or scheduled interruption in CNG Fueling Station service necessitated by the Contractor's operations. The Contractor shall be responsible to notify the City's Fleet

Services Shop of turn-offs or turn-ons. The Contractor shall not make said interruptions in service without the prior approval of said City representative. A City representative shall be present at all turn-offs or turn-ons unless otherwise indicated by the City Engineer.

All CNG Fueling Station equipment shall be maintained in accordance with the manufacturer's recommendations. When a major CNG Fueling system component and/or auxiliary equipment becomes obsolete or deteriorated to the point of being beyond reasonable or cost effective repairs, Contractor shall report such conditions to the City's Representative, in writing. Contractor shall prepare estimates showing the cost breakdown of labor for replacement of such fueling system components and/or auxiliary equipment, and submit this information to said City representative. Equipment, if ordered or authorized by the City's Representative or his designee, will be paid for as extra work at the Call-Out Rates and Parts Rate set forth in the Fee Proposal.

11) Warranty Service

With respect to preexisting equipment, the City will provide the Contractor with a list of materials under warranty. Should any CNG Fueling Station component fail that is under warranty, the Contractor shall provide the City with a written list of failed equipment. The City will contact the manufacturers to schedule equipment replacement.

With respect to services performed by Contractor pursuant to this Agreement, for a period of one (1) month from the date of performance of such services (the "Warranty Period"), Contractor warrants to City that the services shall be free from defects in workmanship (the "Warranty").

If City gives Contractor prompt written notice of breach of this Warranty during the Warranty Period, Contractor shall, at its sole option and as City's sole remedy, either re-perform the service (City to provide Contractor with unencumbered access to the Property and equipment) or refund the purchase price therefor. City shall bear the costs of access for Contractor's remedial Warranty efforts (including removal and replacement of systems, structures or other parts of City's facility), de-installation, re-installation and transportation of the parts to Contractor and back to City. If Contractor determines that any claimed breach is not, in fact, covered by this Warranty, City shall pay Contractor its then customary charges for any re-performance completed by Contractor, or, in the event Contractor refunded City the purchase price, City shall return the purchase price to Contractor. Contractor's warranty is conditioned on City (a) operating and maintaining the applicable work in accordance with Contractor's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Contractor. Contractor's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Contractor). Warranty repair or replacement shall not extend or renew the applicable Warranty Period.

With respect to equipment, part(s) or material(s) provided by Contractor to City pursuant to this Agreement, Contractor hereby assigns to City, to the extent assignable, any warranties made to Contractor by the applicable manufacturer or supplier, and Contractor shall have no other liability to City related to the supplied equipment, part or material under warranty, tort or any other legal theory.

THE WARRANTIES SET FORTH IN THIS SECTION ARE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES. CONTRACTOR MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR

IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS SECTION SHALL SURVIVE TERMINATION OF THE AGREEMENT.

12) Meetings

The Contractor's representative performing inspections and preventative maintenance work shall be available to meet, when deemed necessary, with the City's Representative or his designee at a mutually agreed upon time and place to review maintenance and all other activities.

13) Compensation for Monthly CNG Inspections

In consideration of the Contractor's provision of the inspection services described below in the table Monthly CNG Inspections Checklist, the City shall pay said Contractor the CNG Inspections Monthly Fee set forth in the Fee Proposal.

14) Compensation for Extra Work

The City agrees to pay the Contractor the full amount of all extra work based on the Call-Out Rates and Parts Rate set forth in the Fee Proposal. This includes ALL WORK outside of the monthly inspection schedule. This includes any corrective repairs and minor or major preventative maintenance. It is anticipated that the Contractor owns all equipment necessary to perform the work and therefore NO additional payment will be made for equipment rental unless approved by City of Lodi through written authorization.

The Contractor shall contact the City's Representative to obtain prior approval before work is scheduled or performed under this provision. Upon City request the Contractor shall provide to the City verified invoiced charges with time cards and certified payroll records.

15) Intentionally Deleted.

16) Design Conditions

This CNG fueling station has been designed with the following pressure and temperature parameters:

Operating Pressure:	3600 psig
Design Pressure:	4500 psig
Design Temperature:	20°F to 110°F
Pneumatic Test Pressure:	4950 psig (for CNG piping)
Materials:	All Piping and tubing shall be seamless

17) Samples of Equipment to be maintained

Greenfield Compressor

Compressor Type: C4U117 Station Serial Number: NGV-0276

Prime Mover: 125 HP Electric Motor

Compressor Block Serial Number: 700503

**Request for Quotes
Monthly Inspection and Preventative Maintenance Services
of Compressed Natural Gas Station**

EXHIBIT A

Sulzer Compressor

**CompressorType: C4U 117.1 GP Serial Number: 54184
Prime Mover: 125 HP Electric Motor Serial Number: 1LA04444SP41**

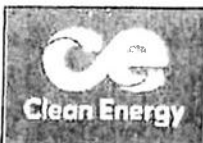
Xebec Dryers (2)

**Model Number STCNG24ZIV Serial Number 3925-6
Model Number STR24NGX-2S-150A480 Serial Number 30066**

Kraus Dispenser

Model Number. DAM-3CHG Serial Number: Q-706

Contact Randy Rigato at Fleet Services, (209) 269-4923, for equipment inquiries.



Monthly CNG Inspections Checklist

CNG Compressor:
Check the service log sheet and maintenance records for outstanding items.
Check/record compressor inlet pressure.
Check/record inter-stage pressures and temperatures as compressor approaches final discharge pressure set point. Compare with design.
Check/record oil pressure.
Visually inspect compressor hoses, tubing, piping, and valves for leaks and abnormalities.
Visually inspect gas panels for leaks and abnormalities.
Listen for any abnormal sounds such as banging or hissing, to indicate problem areas.
Check priority panel for proper functioning.
Check oil levels on compressor
Check and record shut down or warning history.
Visually check all belts for signs of excessive wear
Drain inter-stage scrubbers and all filters.
Drain recovery tank sump and vent header
Snoop test piping/tubing/hoses for gas leaks.
Verify inlet control valve operation.
Check the service log sheet.
Visually inspect hoses, nozzles and 3-way valves for leaks, damage, and abnormalities.
Visually inspect tubing, piping and valves for leaks and abnormalities.
Drain inlet filters.
Check scrubbers.
Check valve sequencing.
Visually inspect all pressure relief devices for signs of failure or leakage.
Verify ESD control function.
CNG Dispenser:
Check the service log sheet.
Visually inspect hoses, nozzles and 3way valves for leaks, damage, and abnormalities.
Visually inspect tubing, piping and valves for leaks and abnormalities.
Drain filters.
Check valve sequencing.
Visually inspect all pressure relief devices for signs of failure or leakage.
Snoop test piping/tubing/hoses for gas leaks.
Verify ESD control function.
Clean magnetic strip reader on POS system.
Verify ESD control function.
Verify POS receipt display matches dispenser display

<i>CNG Gas Dryer/Storage:</i>
Check the service log sheet.
Check/record dryer inlet pressure.
Check and drain condensates from ground storage. Record any abnormalities.
Check SRV, service date, signs of leakage.
Listen for any abnormal sounds such as banging or hissing, to indicate problem areas.
<i>CNG General Site:</i>
Check site signage for proper labeling and condition
Check and report on general site condition and note any needed future maintenance.

Activities not included in the Monthly CNG Inspections list above shall be charged at the hourly labor rate. All parts and materials shall be charged at cost plus the markup noted in this contract. Lubrication oil to be provided by City of Lodi.



MEMORANDUM, City of Lodi, Public Works Department

EXHIBIT B

To: Prospective Bidder
From: Fleet Superintendent
Date: August 06, 2021
Subject: Quote for Monthly Inspection and Preventative Maintenance Services of Compressed Natural Gas Station.(See Exhibit A/C)

Please fill in the blanks below and include or update any additional costs in your quote **to obtain these 5 items below** as they will be required **once** the Successful Quote is awarded and before any work can begin:

Company Name: Clean Energy Date: August 18, 2021

Address: 4675 MacArthur Court, Suite 800, Newport Beach, CA 92660

Contact Phone No.: (949) 437-1272

Contractor's License No.: 848450

CNG Inspections Monthly Fee: \$2,695

Labor Rate: \$160/hour

Overtime Rate: \$240/hour

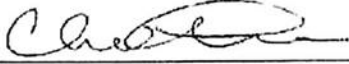
Parts and materials plus 30 % markup

Truck charge: N/A

Call out minimum: N/A (hours)

Other: N/A (be specific)

1. Insurance requirements per the attached exhibit.
2. Workers' compensation insurance coverage.
3. City of Lodi business license.
4. W-9 form per current IRS requirements.

Company' Signature: 

Print Name: Chad M. Lindholm

Title: Vice President

If you have any questions please contact me.

Randy Rigato
Fleet Superintendent
209.269.4923
209.365.6510 fax
rrigato@lodi.gov

RR/CA

NTE \$175,000

8/12/2021



MEMORANDUM, City of Lodi, Public Works Department

To: Prospective Bidder
From: Fleet Superintendent
Date: September 11, 2023
Subject: Quote for Monthly Inspection and Preventative Maintenance Services of Compressed Natural Gas Station (See Exhibit A/C)

Please complete the information below and include any additional costs in your quote to **obtain these 5 items below** as they will be required **once** the successful quote is awarded and before any work can begin:

Company Name: Clean Energy Date: September 11, 2023

Address: 4675 MacArthur Court, Suite 800, Newport Beach, CA 92660

Contact phone no.: (949) 437-1272

Contractor's license no.: 848450

CNG Inspections Monthly Fee: \$2,862.16

Labor Rate: \$ 169.92

Overtime Rate: \$254.89

Parts and materials plus: 30% % markup

Truck charge: N/A

Call out minimum: N/A (hours)

Other: N/A (be specific)

These rates represent an increase in CPI of 6.203%

1. Insurance requirements per the Exhibit C, attached to the original Agreement
2. Workers' compensation insurance coverage
3. City of Lodi business license
4. W-9 form per current IRS requirements

Company's Signature: _____

Printed Name: Chad M. Lindholm

Title: Vice President

If you have any questions please contact me.

Matt Sinclair
Fleet Superintendent
209.269.4923
msinclair@lodi.gov



EXHIBIT 2
To Amendment No. 2

MEMORANDUM, City of Lodi, Public Works Department

To: Prospective Bidder
From: Fleet Superintendent
Date: July 22, 2024
Subject: Quote for Monthly Inspection and Preventative Maintenance Services of Compressed Natural Gas Station (See Exhibit A/C)

Please complete the information below and include any additional costs in your quote **to obtain these 5 items below** as they will be required **once** the successful quote is awarded and before any work can begin:

Company Name: Clean Energy Date: July 22nd 2024

Address: 4675 MacArthur Court, Suite 800, Newport Beach, CA 92660

Contact phone no.: (949) 437-1472

Contractor's license no.: 848450

CNG Inspections Monthly Fee: \$2,954.82

Labor Rate: \$ 175.42

Overtime Rate: \$263.14

} These rates represent an increase in CPI of 3.24%

Parts and materials plus: 30% % markup

Truck charge: N/A

Call out minimum: N/A (hours)

Other: N/A (be specific)

- 1. Insurance requirements per the Exhibit C, attached to the original Agreement**
- 2. Workers' compensation insurance coverage**
- 3. City of Lodi business license**
- 4. W-9 form per current IRS requirements**

Company's Signature: 

Printed Name: Chad M. Lindholm

Title: Senior Vice President

If you have any questions please contact me.

Matt Sinclair
Fleet Superintendent
209.269.4923
msinclair@lodi.gov

EXHIBIT 2 to Amendment No.3

Matt,

Let's proceed at our current rates for an 18 month agreement.

Monthly Inspection Fee: \$2,955. Hourly Rates: M-F \$175.42. Sa-Su \$263.14.
Parts: Cost + 30%

Call me when you are free and we can discuss.

Peter Oakman

Account Manager, Transit

Office: 949.437.1472 • Mobile 949.429.9442

Email: peter.oakman@cleanenergyfuels.com