

SPONSORS: Koonce, Solid Waste Department

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA as follows:

SECTION 1. That the contract with Thompson Caterpillar, Co., Inc., a copy of which is attached hereto, to provide labor, equipment, materials and incidentals necessary for repairs to the D6R [Serial Number GJB00841 onsite at 29485 County Road 14, Florence, Alabama, in the contract amount not to exceed \$17,305.73 and the same is hereby approved, ratified and confirmed.

SECTION 2. That the Council has investigated and ascertained and hereby finds Thompson Caterpillar, Co., Inc., to be qualified, responsible, and competent to perform said services.

SECTION 3. That the contract for such services be awarded to Thompson Caterpillar, Co., Inc., and that the proper officials of the City execute the contract in the name of and on behalf of said City.

ADOPTED this the _____ day of _____, 2018.

CITY COUNCIL

APPROVED this the _____ day of _____, 2018.

MAYOR

ADOPTED & APPROVED this the _____ day of _____, 2018.

CITY CLERK

STATE OF ALABAMA }
 }
COUNTY OF LAUDERDALE }

CONTRACT

THIS AGREEMENT IS MADE AND ENTERED INTO IN DUPLICATE, by and between the City of Florence, Alabama, (hereinafter "City"), and Thompson Caterpillar, Co., Inc., (hereinafter "Consultant").

WITNESSETH

THAT, WHEREAS, the City wishes for the Consultant to provide professional services necessary to perform installation of required parts at the City of Florence Landfill, Florence, Alabama.

NOW, THEREFORE, the City and Consultant in consideration of the recitals and mutual covenants herein set forth, mutually agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

The scope of work consisted of the Consultant providing labor, equipment, materials and incidentals necessary for repairs to D6R [Serial Number GJB00841], which included replacing the Heui Fluid Manifold due to fuel in the engine oil; replacement of injectors; service the engine; replace aftercooler, due to repairs required on bent fins of D6R onsite at 29485 County Road 14, Florence, Alabama, and all in accordance with the proposals as attached hereunto.

ARTICLE 2 - FEES AND COMPENSATION

In consideration of the performance of the elements described as the SCOPE OF SERVICES, the City shall pay the Consultant as described in the DOC/WO Number SCN198716 dated October 22, 2018, in the total contract amount not to exceed \$17,305.73 (seventeen thousand three hundred five dollars and seventy three cents) and is the price submitted by the Consultant in their proposals which are attached hereunto and made a part of this contract.

Payment to the Consultant will be made only for the actual quantities of work performed and accepted or materials furnished in accordance with this contract. Any additional work to be done or materials to be furnished, which in the opinion of the City represent a significant quantity, shall be authorized by change order agreement with the Consultant.

The City shall make partial payments and/or final payment to the Consultant on or before the 15th day after receiving a duly certified and approved estimate.

ARTICLE 3 - PERSONNEL AND FACILITIES

The Consultant warrants that they have or will secure at their own expense, all personnel required to perform the services under this contract. All personnel in the work shall be fully qualified.

The Consultant warrants that it is properly qualified to perform this contract in accordance with the applicable laws of the City of Florence, the State of Alabama and the United States.

ARTICLE 4 - CHANGES

The City may, at any time, by written order, make changes within the general scope of this contract in the services to be performed. If such changes cause an increase or decrease in the Consultant's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and this contract shall be modified in writing accordingly. No services for which additional compensation will be charged by the Consultant shall be furnished without written authorization of the City.

ARTICLE 5 - CANCELLATION

The City retains the right to cancel without cause upon thirty (30) calendar day's written notice any and/or all terms and conditions as agreed upon within the aforementioned scope of services. If the contract is cancelled, the Consultant will be paid for services rendered to the end of the calendar month of cancellation as mutually agreed by both parties.

ARTICLE 6 - TERMS AND CONDITIONS

In no event shall this contract constitute an employment Agreement, and the Consultant shall be considered only as an independent consultant and not employees, agents, partners, or joint ventures of the City.

The Consultant shall be solely responsible for any and all taxes (state, federal, and/or local); workers' compensation insurance; unemployment insurance payments; insurance; or any similar type of payment or any employee thereof; and shall hold the City harmless from any and all such payments.

The second party shall not knowingly violate 8 U.S.C. &1324a (employ an unauthorized alien) as a condition of receiving a contract. The second party agrees to enroll in a designated employment eligibility verification system through the term of the contract. E-Verify is a free Internet based system that is operated or authorized by the United States Department of Homeland Security that allows employers to electronically confirm the legal working status of newly-hired employees. E-Verify shall be the designated employment eligibility verification system for the first party. As a contractor participant in E-Verify, the second party shall be required to use E-Verify for all new employees who will be working directly on this contract.

If the second party uses one or more subcontractors in connection with the performance of this contract, the second party shall include in all subcontracts the requirement for compliance by the subcontractor with these provisions.

The Consultant agrees to indemnify and save harmless the City from any claim, loss, action or cause of action for damages, both property and personal, including death, which may arise from and during performance of professional services be by the Consultant or anyone directly or indirectly employed by the Consultant.

All laws, rules and regulations of the United States, State of Alabama, and the City of Florence as are applicable to the work to be performed hereunder shall be complied with.

It is fully understood and agreed that the Consultant is an independent contractor and not an employee, agent or representative of the City. It is expressly understood and agreed that this contract is entered into solely for the mutual benefit of the parties herein and that no benefits, rights, duties, or obligations are intended or created by this contract as to third parties not a signatory hereto.

The Consultant shall secure and pay for all required licenses and permits.

This contract shall be interpreted pursuant to the laws of the State of Alabama.

Executed at Florence, Alabama, this _____ day of _____, 2018.

CITY OF FLORENCE, ALABAMA
a municipal corporation

ATTEST: BY: _____
Mayor

CITY CLERK

“CITY”

THOMPSON CATERPILLAR, COMPANY, INC.
a corporation

ATTEST: BY: _____
ITS: _____

“CONSULTANT”

Thompson



2401 Pinson Hwy
P.O. Box 10367
Birmingham, AL 35202

SERVICE INVOICE

Invoice No:	TTC1-204381
Invoice Date:	10/22/2018
DOC/WO No:	SCN198716
Customer No:	2871000
Total Amount:	17,305.73
Page:	1 of 6

Bill To:

CITY OF FLORENCE
SOLID WASTE & RECYCLING DEPT
29485 CO RD 14
FLORENCE AL 35633

Ship To:

CITY OF FLORENCE
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SVC CALL DATE	SERVICE WRITER	PURCHASE ORDER	STORE	DIV	PAYMENT TERMS
10/2/2018	Etienne, Phillip A		01	EM	LDFM
MAKE	MODEL	SERIAL	CUST EQUIP ID	EQUIPMENT ID	METER READING
AA	D6R	GJB00841	5477	0609073	20501

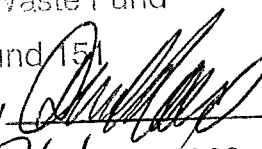
METER:20501

GJB00841

Sanitation

Solid Waste Fund

Fund 151

Approved by Acct. # 261 -43200**Segment 01: Replace - Heui Fluid Manifold****CUSTOMER COMPLAINT:**

REPLACE HEUI PUMP

CAUSE OF FAILURE:

FUEL IN THE ENGINE OIL

RESULTANT DAMAGE:

N/A

REPAIR PROCESS COMMENTS:

REMOVED ALL COMPONENTS NEEDED TO REMOVE THE HEUI PUMP. INSTALLED FITTINGS ONTO TO NEW REMAN PUMP. INSTALLED REMAN PUMP ONTO MACHINE AND INSTALLED ALL COMPONENTS THAT HAD BEEN REMOVED FOR THE REPAIRS TO BE MADE. TORQUED ALL COMPONENTS THAT WERE REMOVED TO SPEC.

Quantity	Unit	Part No.	Item Name	Unit Price	Extended Price
			FLAT RATE LABOR		1,977.75
1	PC	5P7530	SEAL O RING	6.36	6.36
1	PC	10R8900	PUMP GP HYD	1,443.07	1,443.07
1	PC	10R8900CC	PUMP GP HYD - CORE C	614.89	614.89
4	PC	2147568	SEAL-O RING	3.89	15.56
1	PC	2275904	SEAL-O RING	19.56	19.56
1	PC	1367227	SEAL O RING	5.20	5.20
1	PC	6V5050	SEAL-O RING	6.09	6.09
1	PC	1534906	SEAL-O-RING	3.89	3.89
4	PC	363116-001-378	BRAKE CLEANER NONF	5.77	23.08
8	PC	2287089	SEAL-O-RING	3.86	30.88
1	PC	9S8004	PLUG	6.67	6.67
1	PC	3E9412	DOWEL	0.12	0.12
1	PC	0619455	SEAL	11.11	11.11
-1	PC	10R8900WC	PUMP GP HYD - WORN C	614.89	-614.89
1			SERVICE VEHICLE USAGE	154.00	154.00



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AA	D6R	GJB00841	5477	0609073	20501

Total Segment Parts:	1,571.59
Total Segment Labor:	1,977.75
Total Segment Misc:	154.00
Segment Total:	3,703.34

METER:20501

GJB00841

Segment 02: Replace - Injector

CUSTOMER COMPLAINT:

REPLACE INJECTORS

CAUSE OF FAILURE:

FUEL IN THE ENGINE OIL

RESULTANT DAMAGE:

N/A

REPAIR PROCESS COMMENTS:

REMOVED ALL COMPONENTS NEEDED TO REMOVE THE INJECTORS FROM THE ENGINE. REMOVED INJECTORS AND INJECTOR CUPS. CLEANED INJECTOR BORES AND INSTALLED NEW CUPS WITH NEW SEALS AND REMAN INJECTORS. FLASHED INJECTOR TRIM FILE ONTO ENGINE ECM. INSTALLED ALL COMPONENTS THAT HAD BEEN REMOVED AND TORQUED TO SPEC.

Quantity	Unit	Part No.	Item Name	Unit Price	Extended Price
6	PC	10R7221	INJ GRP FUEL	568.34	3,410.04
6	PC	10R7221CC	INJ GRP FUEL - CORE	191.69	1,150.14
9	PC	2800543	WASHER=HARD	0.99	8.91
1	PC	2854106	SEAL	51.66	51.66
12	PC	2359651	BOLT-SOCKET	0.73	8.76
6	PC	2271200	SLEEVE-INJ	17.35	104.10
6	PC	3107255	SEAL-O-RING	5.70	34.20
6	PC	3107257	SEAL-O-RING	8.85	53.10
2	PC	6B6683	NUT	0.91	1.82
10	PC	1051797	MOUNT-WIRE	2.00	20.00
2	PC	1B2886	BOLT	2.29	4.58
1	PC	2219778	STUD-PULLER	114.69	114.69

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1	PC	4K0367	NUT	0.81	0.81
1	PC	5P8247	WASHER	0.88	0.88
1	PC	9U6877	BRG-THRUST	41.60	41.60
1	PC	9U6858	PLATE BRIDGE	124.32	124.32
-6	PC	10R7221WC	INJ GRP FUEL - WORN	191.69	-1,150.14
4.83	HR		FIELD LABOR	153.00	738.99
11.5	HR		FIELD LABOR	122.00	1,403.00
1			SERVICE VEHICLE USAGE	154.00	154.00

Total Segment Parts:	3,979.47
Total Segment Labor:	2,141.99
Total Segment Misc:	154.00
Segment Total:	6,275.46

METER:20501
GJB00841

Segment 03: Service - Engine

CUSTOMER COMPLAINT:

SERVICE ENGINE

CAUSE OF FAILURE:

FUEL IN THE ENGINE OIL

RESULTANT DAMAGE:

N/A

REPAIR PROCESS COMMENTS:

DRAINED ENGINE OIL AND REPLACED ENGINE OIL FILTER. FILLED TO SPEC WITH NEW ENGINE OIL. REPLACED FUEL FILTERS. SERVICE TO ENGINE COMPLETE. CUSTOMER WANTED ALL OF THE FAN BELTS REPLACED. REPLACED THE ALTERNATOR, FAN AND A/C BELT. CUSTOMER COMPLAINED ABOUT THE ENGINE DERATING. BEGAN TROUBLESHOOTING AND FOUND THAT THE INTAKE MANIFOLD PRESSURE SENSOR WAS SHOWING VOLTAGE ABOVE NORMAL. INSTALLED A NEW SENSOR AND OPERATED MACHINE, NO CODE WAS PRESENT AND ENGINE DID NOT DERATE. REPAIR COMPLETE.

Quantity	Unit	Part No.	Item Name	Unit Price	Extended Price
1	PC	1R0762	FILTER A-FUE	21.01	21.01
1	PC	3261644	FILTER AS	26.67	26.67



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8	UA	5153973-EX1	15W40 DEO(ULS)1GAL	15.43	123.44
1	PC	7M8485	SEAL	1.69	1.69
1	PC	9Y9236	BODY AS	37.56	37.56
1	PC	2943342	CAP AS-RAD	14.16	14.16
1	PC	1611704	SENSOR GP-PR	156.56	156.56
2	PC	2147566	SEAL-O-RING	3.51	7.02
1	PC	4P8087	V BELT SET	102.01	102.01
1	PC	2414981	BELT	37.63	37.63
1	PC	2160349	V-BELT	23.98	23.98
3	M	5P7211	M-SEAL STK	32.56	97.68
1	PC	1R1808	FILTER AS-LU	25.58	25.58
1	HR		FIELD LABOR	153.00	153.00
1			SERVICE VEHICLE USAGE	154.00	154.00

Total Segment Parts:	674.99
Total Segment Labor:	153.00
Total Segment Misc:	154.00
Segment Total:	981.99

METER:20501

GJB00841

Segment 04: Replace - Aftercooler

CUSTOMER COMPLAINT:

REPLACE AFTERCOOLER

CAUSE OF FAILURE:

FINS BENT ON THE COOLER

RESULTANT DAMAGE:

N/A

REPAIR PROCESS COMMENTS:

REMOVED ALL COMPONENTS NEEDED TO REMOVE THE AFTERCOOLER AND DRAINED THE COOLANT. INSTALLED A NEW COOLER PER CUSTOMER REQUEST. INSTALLED NEW AIR HOSES WHERE NEEDED. INSTALLED ALL COMPONENTS THAT HAD BEEN REMOVED FOR THE REPAIR. OPERATED MACHINE AND MACHINE PERFORMED TO SPEC WITH NO REPAIR RELATED LEAKS PRESENT. REPAIR TO

Thompson



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MACHINE COMPLETE. ALL COMPONENTS THAT WERE REMOVED AND INSTALLED WERE TORQUED TO SPEC.

Quantity	Unit	Part No.	Item Name	Unit Price	Extended Price
1	PC	1770581	HOSE-HUMP	64.21	64.21
20	PC	2388648	CAT ELC 50/50 EMBT	13.60	272.00
2	PC	6I2431	SEAL	50.14	100.28
1	PC	8T4984	CLAMP	13.66	13.66
13	PC	1440367	CLAMP	14.01	182.13
10	PC	7X7729	WASHER	0.72	7.20
10	PC	8T4196	BOLT	0.78	7.80
1	PC	2011260	HOSE	26.87	26.87
1	PC	2506052	HOSE	105.04	105.04
1	PC	2535369	CORE AS-AFTC - Air chq cooler	3,045.25	3,045.25
12.5	HR		FIELD LABOR	122.00	1,525.00
5.5	HR		FIELD LABOR	153.00	841.50
1			SERVICE VEHICLE USAGE	154.00	154.00

Thompson



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AA	D6R	GJB00841	5477	0609073	20501

Total Segment Parts:	3,824.44
Total Segment Labor:	2,366.50
Total Segment Misc:	154.00
Segment Total:	6,344.94

Total Service Call Parts:	10,050.49
Total Service Call Labor:	6,639.24
Total Service Call Misc:	616.00
Service Call Total:	17,305.73
Sales Tax:	0.00

Invoice Total: 17,305.73

PLEASE REMIT TO: THOMPSON TRACTOR CO., INC.
P.O. BOX 934005
ATLANTA, GA 31193-4005

PAY THIS AMOUNT	\$17,305.73
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Remittances for payments should be sent to: arpaymentremittances@thompsontractor.com

TERMS: PAYMENT DUE END OF FOLLOWING MONTH AFTER INVOICE DATE, 1.5% PER MONTH LATE PAYMENT CHARGE.

WITHIN 30 DAYS, PROVIDED OUR INVOICE NUMBERS ARE FURNISHED, ITEMS QUALIFYING FOR RETURN UNDER OUR PRESENT POLICY MAY BE RETURNED RETURNABLE ITEMS ARE INDICATED WITH A YES OR NO

To view invoices on line, go to <http://thompsontractor.billtrust.com>, Click on Online Invoices and sign up now!