



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Agreement with Calgon Carbon Corporation, of Pittsburgh, for Change Out of Granular Activated Carbon (\$204,780.50) and Appropriating Funds (\$20,000)

**MEETING DATE:** April 6, 2011

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manger to execute agreement with Calgon Carbon Corporation, of Pittsburgh, for change out of granular activated carbon in the amount of, \$204,780.50 and appropriating funds in the amount of \$20,000.

**BACKGROUND INFORMATION:** Granular activated carbon (GAC) is utilized at certain well sites to adsorb contaminants in the drinking water. Over time, the carbon loses its adsorptive capacity and must be replaced. The City of Lodi uses GAC to remove dibromochloropropane (DBCP). The wells must have this treatment in order for the water to be used in the City water system. Wells 16 and 22 will require GAC replacement this spring.

Calgon Carbon Corporation has extended an offer to the City of Lodi to participate in a contract with the City of Modesto. Calgon was the low bidder for virgin GAC in Modesto's formal bidding held in June 2010. The City of Lodi has found the Calgon product lasts longer than other manufacturers' imported GAC. The Calgon price includes removal and certified destruction of the spent GAC, delivery and installation of the virgin GAC and start-up assistance. The cost to replace the GAC for Wells 16 and 22 is \$188,120, plus taxes and licensing, for a total cost of \$204,780.50.

The GAC used in the City's wells will typically last for three to five years, depending upon the run time of the well. The last purchase of GAC was three years ago for Wells 4R and 23, and this year's price is 9.5 percent higher.

Once the carbon vessels are empty, staff will perform an interior inspection to determine if further inspection, testing and maintenance should be performed. An appropriation of \$20,000 is being requested to provide the funding, if needed. These additional services would be authorized under the City Manager's signature authority.

Per Lodi Municipal Code §3.20.045, State and Local Agency Contracts, the bidding process may be waived when it is advantageous for the City, with appropriate approval by City Manager and City Council, to use contracts that have been awarded by other California public agencies, provided that their award was in compliance with their formally adopted bidding or negotiation procedures.

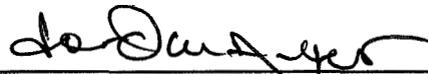
APPROVED:

Konradt Bartlam, City Manager

Adopt Resolution Authorizing City Manager to Execute Agreement with Calgon Carbon Corporation, of Pittsburgh, for Change Out of Granular Activated«SpecTitle» Carbon (\$204,780.50) and Appropriating Funds (\$20,000)  
April 6, 2011  
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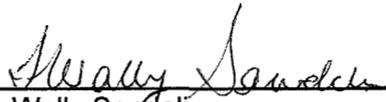
**FISCAL IMPACT:** The funds for this project will be coming from the Water Utility Fund's DBCP Operations and Maintenance account, which is funded under the terms of the DBCP settlement.

<b>FUNDING AVAILABLE:</b>	Requested Appropriation: DBCP Monitoring (180454):	\$20,000
	FY 2010/11 Budget – DBCP Monitoring (180454)	<u>\$210,000</u>
	Total:	<u>\$230,000</u>



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Jordan Ayers  
Deputy City Manager/Internal Services Director



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F. Wally Sandelin  
Public Works Director

Prepared by Lance Roberts, Water/Wastewater Superintendent

cc: Deputy Public Works Director – Utilities

# AGREEMENT FOR PROFESSIONAL SERVICES

## ARTICLE 1 PARTIES AND PURPOSE

### Section 1.1 Parties

THIS AGREEMENT is entered into on \_\_\_\_\_, 2011, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Calgon Carbon 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 the change out and installation of Granular Activated Carbon at Well Sites No. 16 and 22 (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, CONTRACTOR shall have no liability to CITY or its affiliates, and shall have the right to suspend

performance (including, without limitation, shipments) hereunder, in the event of war, riot, terrorism, accident, explosion, sabotage, flood, acts of God, fire, court order, strike, labor disturbance, work stoppage, national defense requirements, act of governmental authority, extraordinary failure of equipment or apparatus, inability to obtain electricity or other type of energy, raw material, labor, equipment or transportation, or other causes beyond CONTRACTOR's control. It is understood and agreed that settlement of strikes, lockouts and other labor disputes shall be entirely within the discretion of CONTRACTOR and that nothing in this Agreement shall require the settlement of strikes, lockouts and labor disputes when such course is inadvisable in the sole discretion of CONTRACTOR. CONTRACTOR shall remain in contact with reviewing agencies and make reasonable efforts to review and return all comments.

**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 April 6, 2011, and terminates upon the completion of the Scope of Services or on June 6, 2011, whichever occurs last.

**ARTICLE 3  
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 A 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.

**Section 3.2 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. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal, as amended for any compensation for work beyond the scope of the Agreement, which has been agreed to in accordance with Section 3.1.

**Section 3.3 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 advance and in writing, by CITY.

**Section 3.4 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 reasonably 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 reasonably 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**  
**CELL/ NEOL 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 subcontractor 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, 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 negligence or willful misconduct of the City of Lodi or its officers or agents.

**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 B 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. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY; provided that CONTRACTOR may assign this Agreement, including without limitation any of its rights or obligations hereunder, to any of its parents, subsidiaries or affiliates or to any third party which merges with CONTRACTOR or acquires all or substantially all of its business and assets or a substantial part of its assets or business relating to the Services without CITY's consent. Any required consent 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

To CONTRACTOR:    Calgon Carbon Corporation

400 Calgon Carbon Drive  
Pittsburgh, PA 15205  
Attention: General Counsel  
With a copy to: Neal Grindheim

**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, plus reimbursement of all nonrecoverable costs incurred in anticipation of completion of work to be

performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY.

#### **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.

#### **Section 4.14 Limitation of Liability**

Notwithstanding any provision to the contrary herein, the parties hereto agree that in no event shall either party be liable to the other party for any indirect, special, consequential, incidental or punitive damages as a result of a breach of any provision of this Agreement or for any other claim of any kind arising out of or relating to this Agreement, whether in contract, in tort or otherwise. Notwithstanding any provision to the contrary herein, for all losses, damages, liabilities or expenses (including attorney's fees and costs), whether for indemnity or negligence, including errors, omissions or other acts, or willful misconduct, or based in contract, warranty (including any costs and fees for repairing, replacing or re-performing services or curing a breach hereof), or for any other cause of action (individually, a "Claim"; collectively, "Claims"), CONTRACTOR's liability, including the liability of its insurers, employees, agents, directors, and officers and all other persons for whom CONTRACTOR is legally responsible, shall not, to the maximum extent permitted by law, exceed in the cumulative aggregate with respect to all Claims arising out of or related to this Agreement; in the case of uninsured claims, the total amount of compensation paid to CONTRACTOR

hereunder; and in the case of claims required to be insured pursuant to paragraph 4.6 of this Agreement, the applicable coverage limits.

**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. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**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 4.49 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.

**[Remainder of Page Intentionally Left Blank (Signatures Follow)]**

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

CITY OF LODI, a municipal corporation

ATTEST:

By \_\_\_\_\_  
RANDI JOHL  
CITY CLERK

By \_\_\_\_\_  
KONRADT BARTLAM  
CITY MANAGER

APPROVED AS TO FORM:

Dated: \_\_\_\_\_

CALGON CARBON CORPORATION

By   
D. STEPHEN SCHWABAUER  
CITY ATTORNEY

By:   
Its: Leo Zappa - Director  
Calgon Carbon Corp.

**Attachments:**

**Exhibit A - Scope of Services/Fee Proposal**

**Exhibit B - Insurance Requirements**



CALGON CARBON CORPORATION

500 Calgon Carbon Drive, Pittsburgh, PA 15205

February 5, 2011

Lance Roberts  
 City Of Lodi  
 1331 SOUTH HAM LANE  
 LODI, CA 95242

Subject: Quote for Carbon Supply & Field Services at Well #16 & Well #22  
 With spent removal on one day and installation on another day Lodi CA  
 Dear Lance:

Sincerely,

Calgon Carbon Corporation is pleased to quote the Supply / Service of Domestic Virgin Grade Activated carbon for your liquid phase systems in Lodi, CA.

Supply of Virgin Grade Activated Carbon /  
 Well#16 3-22,000/lbs vessels=66,000 lbs @\$1.30/lbs..... \$85,800.00"  
 Removal of spent carbon with equipment transportation and reactivation/disposal.....\$9480.00  
 Installation of virgin grade carbon on separate work day..... \$2,280.00  
 Subtotal with out applicable taxes.....\$97,560.00

Well # 22 2-30,000/lbs vessels=60,000/lbs@\$1.30/lbs..... \$78,000"  
 Removal of spent carbon with equipment transportation and reactivation/disposal.....\$9480.00  
 Installation of virgin grade carbon on separate work day..... \$2,280.00  
 Subtotal with out applicable taxes.....\$89,760.00

Total for Projects with Carbon Acceptance fees of \$400 x2 Wells sites(\$800.00) ...\$188,120.00

\*Carbon Pricing is based on "piggyback" offer from City of Modesto award.

Spent GAC is based on non-hazardous spent carbon to our Blue Lake, CA facility (hazardous spent carbon will be transported at an additional transportation fee), Field Services includes all equipment, trailers, labor and transportation. A spent Carbon acceptance testing with a completed profile document is required prior to any return of spent carbon. Spent carbon testing is \$400 for non-hazardous and \$1,000 for hazardous. Price excludes applicable taxes. Any additional time needed beyond the control of CCC or its crew will be \$125/hr plus any materials.

Responsibilities of CCC Service / On site Exchange Crew

- 1) Remove and transport spent GAC for reactivation/disposal (based on spent carbon acceptance)
- 2) Visual inspection from outside the unit
- 3) Load fresh GAC on a separate day as directed by City of Lodi

Responsibilities of City of Lodi

- 1) Clear and safe access to the adsorber / unit being serviced
- 2) Any required paperwork for site access approved prior to service crew arrival
- 3) GAC uninhibited from vacuum removal. GAC is free flowing (capable to be removed), If carbon is not free flowing than add'l equipment and labor needed to complete project will be at time and material rates.

To Order

Contact Customer Service @ (866) 225-4660, include ship to: & bill to: information with the Professional Services Agreement

We appreciate the opportunity to work with you. If you have any questions or would like additional information, please feel free to contact me at (925) 698-1746

Sincerely,  
CALGON CARBON CORPORATION

Neal Grindheim  
Technical Sales Representative

CALGON CARBON CORPORATION

Neal Grindheim  
Technical Sales Representative



Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- |   |  |
|---|--|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u><br>\$5,000,000 Combined Single Limits | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u><br>\$3,000,000 Combined Single Limits |
| 2. <u>POLLUTION LIABILITY</u><br>\$5,000,000                                    |  |

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the CITY OF LODI must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy **shall also** apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Volunteers, and Employees **as** additional named **insureds**.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)

(b) Primary Insurance Endorsement

Such insurance **as is** afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any **other** insurance maintained by the City of Lodi or its officers and employees shall be excess only and **not** contributing **with** the insurance afforded by this endorsement.

(c) Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

NOTE: No contract agreement will be signed nor will *any* work begin on a project until the proper insurance certificate is received by the City.



RESOLUTION NO. 2011-44

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING CITY MANAGER TO EXECUTE  
AGREEMENT FOR CHANGE OUT OF GRANULAR  
ACTIVATED CARBON AND FURTHER  
APPROPRIATING FUNDS

=====

WHEREAS, granular activated carbon (GAC) is utilized at certain well sites to adsorb dibromochloropropane (DBCP) in the drinking water, but over time, the carbon loses its adsorptive capacity and must be removed; and

WHEREAS, Wells 16 and 22 will require GAC replacement this spring; and

WHEREAS, per Lodi Municipal Code §3.20.045, State and Local Agency Contracts, the bidding process may be waived when it is advantageous for the City, with appropriate approval by the City Manager and City Council, to use contracts that have been awarded by other California public agencies, provided that their award was in compliance with their formally-adopted bidding or negotiation procedures; and

WHEREAS, staff recommends executing an agreement with Calgon Carbon Corporation, of Pittsburgh, California, for the change out of GAC in the amount of \$204,780.50, utilizing the City of Modesto's formally-bid contract, and further recommends that \$20,000 be appropriated to provide funding for inspection, testing, and maintenance, if needed.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute an agreement with Calgon Carbon Corporation, of Pittsburgh, California, for change out of granular activated carbon, in the amount of \$204,780.50; and

BE IT FURTHER RESOLVED that funds in the amount of \$20,000 be appropriated from the DBCP Monitoring Fund for the inspection, testing, and maintenance, if needed.

Dated: April 6, 2011

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I hereby certify that Resolution No. 2011-44 was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 6, 2011, by the following vote:

AYES: COUNCIL MEMBERS - Hansen, Katzakian, Mounce, Nakanishi,  
and Mayor Johnson

NOES: COUNCIL MEMBERS - None

ABSENT: COUNCIL MEMBERS - None

ABSTAIN: COUNCIL MEMBERS - None

  
RANDI JOHL  
City Clerk