



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement for Boiler Inspection, Cleaning and Repair at White Slough Water Pollution Control Facility with R. F. MacDonald Company, of Modesto (\$44,715)

MEETING DATE: May 1, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Professional Services Agreement for boiler inspection, cleaning and repair at White Slough Water Pollution Control Facility with R. F. MacDonald Company, of Modesto, in the amount of \$44,715.

BACKGROUND INFORMATION: The function of the three boilers at White Slough Water Pollution Control Facility (WSWPCF) is to provide heating for the anaerobic digesters, and the boilers are critical equipment for solids treatment. To maintain proper heating and operation of the four digesters, it is necessary for all three boilers to properly operate and remain in continuous service.

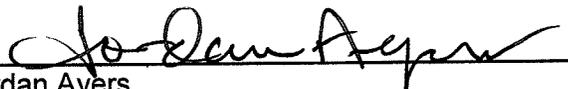
In 2012, R. F. MacDonald Company performed boiler maintenance and repair services for City of Lodi at WSWPCF. They replaced the boiler tubes, the Morrison tube, and the cracked rear plate in boiler No.1. Recently, it was discovered that boiler No. 3 also needs to have its tubes replaced. The cost to perform this work is \$8,665, as described in Exhibit A

Regular preventive maintenance for the three boilers is needed to ensure the boilers remain operational, but this has not been a part of the WSWPCF operations for many years. R. F. MacDonald Company will perform annual inspections and fine tuning to factory specifications of the three boilers for an annual cost of \$11,050. The inspection services and cost are described in Exhibit B. In addition, an allowance of \$25,000 is included in the contract to cover required repairs discovered during the inspections.

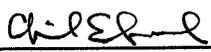
Staff recommends approval of the R. F. MacDonald Company Professional Services Agreement for replacement of the tubes in boiler No. 3 and inspection and repair services for all three boilers. R. F. MacDonald Company is uniquely suited to perform this work due their past history of work on the boilers at WSWPCF.

FISCAL IMPACT: If the proper repairs and maintenance are not performed, the City of Lodi could face permit violations and fines from the Air Resources Board.

FUNDING AVAILABLE: Plant Maintenance Capital Improvements (171493)

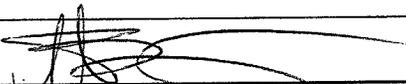


 Jordan Ayers
 Deputy City Manager/Internal Services Director

for 

 F. Wally Sandelin
 Public Works Director

Prepared by Karen Honer, Wastewater Plant Superintendent
 Attachments
 cc: Deputy Public Works Director – Utilities

APPROVED: 

 Konradt Bartlam, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and R. F. MACDONALD COMPANY (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 Boiler Inspection, Cleaning and Repair at the White Slough Water Pollution Control 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.

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 May 15, 2013 and terminates upon the completion of the Scope of Services or on May 14, 2014, whichever occurs first.

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 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.

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.

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 advanced 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 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), 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 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 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: Karen Honer

To CONTRACTOR: R. F. MacDonald Company
 1549 Cummins Drive
 Modesto, CA 95358

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

If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit _____ apply to this contract. In the event of a conflict between the terms of this contract or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

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

CITY OF LODI, a municipal corporation

ATTEST:

RANDI JOHL
City Clerk

KONRADT BARTLAM, City Manager

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

CONTRACTOR: R. F. MacDonald

By: _____



By: _____

Name:
Title:

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

Funding Source: 171493
(Business Unit & Account No.)

Doc ID:WP\Projects\PSAs\RFMacDonald

CA:rev.01.2012



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April 16, 2012
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It is important to note that **AECP** customers will have priority on emergency service calls.

**ASSURED EFFICIENCY/COMPLIANCE PLAN FOR ANNUAL
BOILER EFFICIENCY AND PLANT SERVICES**

SECTION I includes complete annual boiler cleaning and inspection to clean heat transfer surfaces for maximum efficiency.

SECTION II includes complete periodic preventative maintenance services and fine-tuning to factory specifications for absolute maximum combustion efficiency.

- The attached Section I and II reports forms are completed as applicable by our service personnel on completion of the inspections and submitted for your permanent records.
- This contract is not transferable.
- This contract is available for renewal from year to year. A new contract will be submitted by R.F. MacDonald Co. prior to the due date of the next annual renewal fee.
- This contract does not include the furnishing of repair or replacement parts or any other material that may fail or require replacement due to normal wear and tear except as noted. (15% Preferred Customer Discount on Parts).
- Any calls in addition to those included in the **AECP** contract at the request of the owner or his agent shall be billed and paid for at the standard service rate of R.F. MacDonald Co.

SECTION I
COMPLETE BOILER CLEANING
AND INSPECTION SERVICE

R.F. MacDonald Co. agrees to provide all labor and tools to perform the following work annually.

- Open, clean and brush fireside tubes of boiler with our power equipment, clean furnace and wire wheel rear tube sheet as required.
- Open, clean and inspect low water cut-off assemblies and piping inspection plugs. Replace w/ bull plugs if needed. Flush water column, control line and waterside removing loose scale, mud and debris. (Recommend waterside cleaning at additional cost if hard and/or excessive scale is present.)
- Check MacDonnell and Miller float controls for wear (M&M recommends head replacement every 5 years regardless of condition of unit. (Not included, quoted separately)
- Check for globe valves and proper drain piping on all column blow down lines.
- Check for Mercury switches and replace at customers discretion. Additional PO or authorization required
- Check for proper code stamping.
- Clean and rebuild Penberthy high pressure sight glasses if equipped and dirty.
- Remove Warrick probes, if equipped, clean, inspect high temp wire for wear and check for proper operation.
- Check blow down valves and piping for wear.
- Replace gauge glass and gauge glass valves on water column if required. (Does not include Penberthy sight glasses)
- Replace tri-cock valves or replace with plugs at customers discretion.
- Inspect refractory, point up (seal cracks) and wash-coat all refractory surfaces.
- Paint all hand hole plates and man way plate with Cleaver Brooks high temp aluminum paint.
- Fill unit and test for leaks.
- Check safety relief devices for correct application and setting, operation and wear. (RF MacDonald Co recommends replacing/overhauling safety relief valves annually.)



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April 16, 2012

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- Seal and close fireside of boiler using all new gaskets (Cleaver Brooks Boilers will be all genuine Cleaver Brooks Parts).
- Replace door bolts and nuts as needed. Apply hi-temp anti-seize to all threads
- Touch up door and door bolts with Cleaver Brooks Enamel.
- Check burner pilot and main flame ignition.
- Each boiler/burner to be checked and calibrated for optimum air/fuel mixture for each fuel and adjusted to its maximum efficiency level throughout entire modulation range. Flue gas analysis includes the monitoring of temperature, O₂, CO, NO_x and excess air and will be in a format to comply with the **SJVUAPCD Monthly Monitoring** requirement. (worn controls, metering valves, linkage or affiliated equipment replacements, if required, is not included but is available at 15% discount on parts).
- **HAWK ICS** Flash Card back-up of Controls and Panelview as applicable
- Work to be done on a regular workday basis (Monday-Friday). Additional cost for weekend or Holiday work will be billed separately unless part of and noted in this contract.
- All work will be performed by R.F. MacDonald Co.'s own boiler technicians and is guaranteed to be first class in quality and workmanship.
- The boiler room shall be left in the same clean condition as existed prior to start of the work.
- A field engineer's checklist and report will be submitted upon completion of work.

This proposal does not include any extra labor and materials that may be required to correct any condition pre-existing or not evident at the time of the inspection. No extra work will be performed without prior authorization.



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April 16, 2012
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SECTION II
PERIODIC PREVENTATIVE MAINTENANCE AND
FINE TUNING SERVICE PROGRAM

R.F. MacDonald Co. agrees to provide the following applicable semi-annual services as indicated in the **AECP** contract.

- Check flame failure safeguard control for pilot and main flame ignition.
- Check operation of blower motor and control circuitry.
- Check operation and adjust all linkages, belts and pulleys in accordance with factory specifications. (As applicable)
- Check operation of gas valves and vents.
- Check operation and adjust all boiler operating, pressure and temperature limits, stack oxygen transmitters (if present) and running interlocks.
- Check operation of low water controls on hot water closed systems. Draw down water column and check low water controls and/or feed water pump control on steam systems.
- Combustion and efficiency testing to be monitored and recorded at firing rates or of 20%, 50%, 75% & 100% of boiler/burner capacity when applicable. Combustion efficiency will be calculated and recorded at each position and will be in a format to comply with the **SJVUAPCD Monthly Monitoring** requirement.
- Upon completion of full testing, our engineers report will be submitted for your review.



City of Lodi. Quote CL-AM04162012
 April 16, 2012
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AECP CONTRACT

This contract shall pertain only to the following equipment.

	Make	Model No.	Serial No.	AECP Section I	AECP Section II (1ea)		Annual Price
Boiler No. 1	Cleaver Brooks	CB700-50	L96460	\$2,750	\$900		\$3,650
Boiler No. 2	Cleaver Brooks	CB700-50	L97261	\$2,750	\$900		\$3,650
Boiler No. 3	Cleaver Brooks	CBLE700-50	OL106106	\$2,850	\$900		\$3,750

Total for all boilers (3).....\$11,050.00

Allowance for City Approved Repairs and Replacement Parts found during service.\$25,000.00

Grand Total.....\$44,715.00

Payment Terms: On approval of credit, net 30 days from date of acceptance.

Note:

1. Contract to become effective upon the date of acceptance.
2. Initial service will be scheduled after receipt of purchase order.
3. Annualized monthly payments can be arranged if desired
4. Cancellation charges will be 50% of the balance of the contract



1549 Cummins Drive
Modesto, CA 95368
Phone: 209.576.0726
Fax: 209.576.1312
www.rfmacdonald.com

San Francisco
Fresno
Los Angeles
San Diego
Brisbane

August 23, 2012

Lodi Wastewater Treatment Plant
12751 North Thornton Road
Lodi CA

Attention: Kenneth Capitanech
Phone: 209.333.6832
E-Mail: Kcapitanech@lodi.gov

Kenneth,

Retube #3

In response to your inquiry for a quotation, R.F. MacDonald Co. is pleased to provide the following quotation for your review and consideration.

Retube Your Cleaver-Brooks CB700-50 SN OL106106

- Lock out energy sources
- Open front and rear heads
- Cut out all (49) boiler tubes
- Remove hand hole plates and clean all gasket faces
- Wash out boiler of all loose scale and debris
- Provide and install (49) 2.5" x .105 m/w SA 178A boiler tubes (tubes are upgraded from .095 m/w to .105 m/w tubes)
- Roll and bead front tube attachments and upper rear attachments
- Provide and install new hand hole gaskets
- Fill unit
- Hydro-Test Boiler
- Combustion tuning not included in this proposal.

Price including Labor, Materials, and tax is.....\$8,665.00

- *Not Covered:* Any work that is not specifically described above
- Unit needs to be cool at time of repairs
- *Any additional work found upon further inspection or during repairs will be at an additional cost*



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:

- | | |
|--|--|
| <p>1. <u>COMPREHENSIVE GENERAL LIABILITY</u>
 \$1,000,000 Ea. Occurrence

 \$2,000,000 Aggregate</p> | <p>2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u>
 \$1,000,000 Bodily Injury - Ea. Person
 \$1,000,000 Bodily Injury - Ea. Occurrence

 \$1,000,000 Property Damage - Ea. Occurrence</p> |
|--|--|

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, Employees, and Volunteers 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) Completed Operations Endorsement
 For three years after completion of project, a certificate of insurance with a Completed Operations Endorsement, CG 20 37 070 04, will be provided to the City of Lodi.
- (d) 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.
- (e) 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. A Waiver of Subrogation against the City of Lodi is required.

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. 2013-72

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING CITY MANAGER TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT FOR
BOILER INSPECTION, CLEANING, AND REPAIR AT
WHITE SLOUGH WATER POLLUTION CONTROL
FACILITY WITH R. F. MACDONALD COMPANY

=====

WHEREAS, the function of the three boilers at White Slough Water Pollution Control Facility (WSWPCF) is to provide heating for the anaerobic digesters, and the boilers are critical equipment for solids treatment. To maintain proper heating and operation of the four digesters, it is necessary for all three boilers to properly operate and remain in continuous service; and

WHEREAS, in 2012, R. F. MacDonald Company performed boiler maintenance and repair services for City of Lodi at WSWPCF, wherein it replaced the boiler tubes, the Morrison tube, and the cracked rear plate in boiler No.1. Recently, it was discovered that boiler No. 3 also needs to have its tubes replaced; and

WHEREAS, staff recommends approval of the R. F. MacDonald Company Professional Services Agreement for replacement of the tubes in boiler No. 3 and inspection and repair services for all three boilers.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement for boiler inspection, cleaning, and repair at White Slough Water Pollution Control Facility with R. F. MacDonald, of Modesto, California, in the amount of \$44,715.

Dated: May 1, 2013

=====

I hereby certify that Resolution No. 2013-72 was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 1, 2013, by the following vote:

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

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk