

*Rio Dell City Hall
675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532
cityofriodell.ca.gov*



October 15, 2024

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

THROUGH: Sunshine Kelly, Wastewater Superintendent

SUBJECT: Authorize the service of Annual Preventative Maintenance on the Fulton fluid boiler model FT-0160CU 6584C by California Boiler, a Total Amount of \$12,360.65

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Authorize staff to proceed with the quote for service of annual preventative maintenance to be performed on the Fulton boiler by California Boiler.

BACKGROUND AND DISCUSSION

The Wastewater treatment plants Fulton boiler requires services by professionals in conducting the annual preventative maintenance for the Fulton boiler. Regular maintenance has not been performed on the Fulton boiler and at the last service call for emergency services California Boiler recognized the need for the Fulton to be fully serviced. The Fulton boiler provides the heat necessary for the Sludge Dryer to work correctly, which in turn creates the City of Rio Dell's Bio Solids A. Total estimated costs for service of an annual preventative maintenance are \$12,360.65

The amount exceeds the City Manager's authority to approve, and it is requested that the City Council authorize said service.

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CALIFORNIA BOILER

SERVICE • PARTS • SALES • RENTALS

From | **California Boiler**
1361 North Emerald Avenue
Modesto CA 95351
(209) 549-1889
www.californiaboiler.com

Quote No. | **0012004**
Type | Preventative Maintenance
Prepared By | Tom Waggerman
Created On | 09/30/2024
Valid Until | 10/31/2024

Quote For | **CITY OF RIO DELL**
475 HILLTOP DRIVE
RIO DEL CA 95562

Description of Work

This quote is for performing an annual inspection on the Fulton fluid boiler Model: FT-01600U Serial: 7811.

This quote includes the pricing for the Annual PM kit plus 8hrs of labor for 1 Boilermaker and 1 Controls Technician. This pricing also includes Travel time to and from the facility and will be charged at Prevailing Wage rates.

Services to be completed

[Commercial Hot Water] Boiler - fulton FT-0160CU 6584C

Perform annual PM on Fulton fluid boiler model: FT-01600U Serial: 7811

[Commercial Hot Water] Boiler - fulton FT-0160CU 6584C

Travel to site.

Gain access to the facility.

Speak with costumer before proceeding.

Review job plan.

Fill out JSA.

Perform LOTO procedures.

Perform work: Perform full Annual PM on Futon fluid boiler.

Remove LOTO.

Test equipment for proper operation.

Clean up job site and remove all debris created from job.

Upon completion, document thoroughly on work order complete with pictures if needed.

Please give full report to customer before leaving.

Code	Parts, Labor, and Items	Quantity	Unit Price	Total
MTL	Annual PM Kit	1	\$4,994.97	\$4,994.97
Prevailing Wage Regular	Prevailing Wage Regular	8	\$225.00	\$1,800.00
Prevailing Wage Regular	Prevailing Wage Regular	8	\$225.00	\$1,800.00
PER DIEM	PER DIEM	2	\$200.00	\$400.00
MOD-18	MOD-18 - Truck/Tools/Travel Charge	2	\$1,682.84	\$3,365.68
			GRAND TOTAL	\$12,360.65

Terms and Conditions

It constitutes the general agreement between California Boiler Inc. ("California Boiler Inc.", the "Company" or "we") and you, its customer, under which products, service and parts are sold, credit is extended and payments are expected.

This policy supersedes all previous sales and credit, payment terms and conditions, and finance policies issued by California Boiler Inc. and shall remain in effect until further notice. The company reserves the right to change this policy and agreement at any time.

EXTENSION OF CREDIT

Credit is one of the most important services California Boiler Inc. offers to you as a customer.

An open line of credit is established for you based upon your needs, financial strength, and history of meeting your credit obligations.

In order to insure you the best possible prices and service, we must enforce a credit and collections policy based upon sound business principals and good judgment.

INVOICING AND PAYMENT TERMS

Payment Terms are 25% down payment or as specified~ (This is not refundable on equipment sales in process) balance Net 30 (upon approval of credit) on all invoices unless other arrangements are made in advance of shipment. **UNLESS OTHERWISE SPECIFIED DIFFERENTLY ON THE ATTACHED PROPOSAL.** When opening a new account with an order, the Company may require a deposit with the initial order so as not to delay shipments while credit references and financial information are being reviewed. We reserve the right to suspend or terminate any further performance under this agreement or otherwise in the event payment is not made when due. Quotes are valid for 30 days. Equipment will not be started up unless 90% of the purchase price has been paid. Invoices paid via credit card will be charged an additional 2.5% service fee.

Shipment Terms Unless otherwise specified in writing signed by an authorized representative of the Company, all shipments are F.O.B. the manufacturers factory or California Boiler Inc. warehouse as applicable. Title to the merchandise shall pass to the buyer upon delivery to the carrier at the F.O.B. point and thereafter all risk of loss or damage shall be the buyers.

Service Charges We reserve the right to take action to collect any invoice that is not paid when due. We also assess a late payment **SERVICE CHARGE** on the day following the due date and monthly thereafter against all amounts remaining unpaid on each such date. Subject to any limitations that may be imposed by applicable law, the amount of this charge is 1 % of the amount remaining unpaid on each such date.

This policy applied to customers who permit their account to become delinquent. It is your responsibility to notify California Boiler Inc. of any extenuating circumstances that may affect your payment and work out a solution. Please know that our interest lies, not in collecting a service charge, but receiving timely payments of your invoice.

IN WARRANTY MATERIALS AND DISCLAIMER OF WARRANTIES

You will rely solely on the warranty provided by the manufacturer. Your sole and exclusive remedy for breach of warranty shall be as provided in the manufacturers standard warranty unless otherwise specifically expressed in writing. (Standard Manufacturers Warranty is twelve (12) months from start-up, California Boiler Inc. labor warranty is ninety (90) days from start-up).

You will be invoiced in the regular manner for all materials and parts even though it may be an In-warranty transactions. Credits will be issued after factory credits are accepted. Please note that withholding payment of any invoice in anticipation of an In-warranty credit is not consistent with our terms of sale.

California Boiler Inc. makes no warranty expressed or implied of any kind. We make no claim of fitness or merchantability or any other warranty, expressed or implied. Nor is anyone else, whether employed by California Boiler Inc. or not, authorized to do so, on our behalf. We specifically disclaim the warranty of merchantability and the warranty of fitness.

For any items or components proposed as a substitute to specified items, it is understood that seller makes no guarantee that the approving authority will accept the products submitted.

In no event shall California Boiler Inc. be liable to you or any person, corporation or other type of legal entity for any special, direct, indirect, incidental, liquidated or consequential damage of any kind. Including but not limited to, loss of products, loss of time, loss of use, loss of production, loss of savings or revenues, cost of replacement goods, labor costs or other charges in connection with product use or malfunction. The repair or replacement of defective parts whether such claims are alleged in strict liability, negligence, tort, contract or otherwise, and even if California Boiler Inc. is informed in advance of the possibility of such damages.

CLAIMS

You are responsible for inspecting merchandise on receipt and for filing claims with the carriers for damage or loss. All claims for shortages and damages must be made in writing to the carriers within ten (10) days of receipt. We suggest you call the carrier immediately upon noticing any

possible freight related damage and arrange for inspection before proceeding while unpacking. Photographs taken while the delivery truck is still on sight are recommended if possible.

Under no circumstances may you withhold payment or charge the Company for freight or warranty related claims.

No claim for the expenses incurred for corrective work done on merchandise provided by the Company will be considered or accepted unless specifically agreed to in writing, in advance of the work being done, by an authorized manager of the Company.

INFORMATION AND ASSISTANCE

If it becomes necessary, at California Boiler Inc.'s discretion, to take legal action in order to collect your account, California Boiler Inc. shall be entitled to recover, in addition to any other recovery, its court costs, reasonable attorneys fees and all other collection expenses.

If you have any questions regarding this policy, please contact our office.

We appreciate your business and look forward to providing you with reliable equipment, parts and service.

Please acknowledge below your receipt and agreement to the provisions of this policy statement.

Return the original to:

California Boiler Inc.

1800 Newport Circle

Santa Ana, CA 92705

Phone: (714) 891-0701

Fax: (714) 891-4320

www.CaliforniaBoiler.com

APPLICABLE LAW: This agreement shall be governed by; the substantive laws of the State of California

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____