



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Enter Into a Professional Services Agreement for Preliminary Engineering of Westside Substation with Auriga Corporation of Milpitas, CA (\$147,110) (EUD)

MEETING DATE: September 1, 2010

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to enter into a professional services agreement for preliminary engineering of Westside Substation with Auriga Corporation of Milpitas, CA in an amount not to exceed \$147,110.

BACKGROUND INFORMATION: On October 21, 2009, the City Council approved the request for proposal and authorized the advertisement for bids to perform the preliminary engineering work on the Westside Substation.

The Electric Utility Department advertised bid documents on May 18, 2010. Six consulting engineering firms asked for the bid document. On July 14, 2010, staff received bid proposals with the following results:

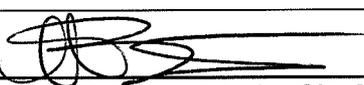
SANTEC Consulting Services Inc. of Sacramento, CA	\$124,000.00*
R.W. Beck, Inc. of Seattle, WA	\$247,990.00
Electric Power System, Inc. of Fresno, CA	No Bid Cost*
Pike Electric, Inc. of San Ramon, CA	\$87,500.00*
IEC Corporation of Folsom, CA	\$138,124.00*
Auriga Corporation of Milpitas, CA	\$147,110.00

*Note: Proposals were not responsive with omissions of required materials.

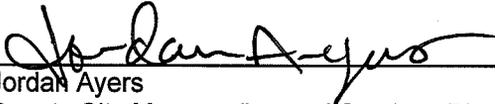
Staff reviewed all six received proposals and found that only the proposals of RW Beck, Inc. (RW Beck) and Auriga Corporation (Auriga) complied with the requirements of the Westside Substation Preliminary Engineering Request for Proposal. RW Beck's proposal is approximately 42 percent over the budget, and Auriga's proposal is approximately 19 percent below the \$175,000 budget for this preliminary engineering project. Auriga is experienced in performing various engineering designs and studies of high voltage substation, transmission and distribution systems. Auriga also has assembled and organized a well-qualified and experienced project team that will be dedicated to this project. EUD has previously utilized Auriga's services, expertise and skills in evaluating the 60 kV Power Line Project to the west.

The project cost for this Westside Substation Preliminary Engineering Project will be recovered from developers under the City's Transmission and Substation System impact fee program as provided by Lodi Electric's Rules and Regulations Resolution No. 2007-22.

FISCAL IMPACT: Not to exceed \$147,110 and will be recovered through the City's Transmission and Substation System impact fee as per Resolution No. 2007-22.

APPROVED: 
Konradt Bartlam, Interim City Manager

FUNDING: Included in the EUD FY 2010/11 Budget Account No. 161677.



Jordan Ayers
Deputy City Manager/Internal Services Director



Elizabeth A. Kirkley
Electric Utility Director

Prepared By: Demy Bucaneg, Jr., P.E., Assistant Electric Utility Director
Weldat Haile, P.E., Senior Power Engineer

EAK/DB/lst

AGREEMENT FOR PROFESSIONAL SERVICES

**ARTICLE 1
PARTIES AND PURPOSE**

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2010, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Auriga Corporation (hereinafter "CONSULTANT").

Section 1.2 Purpose

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

CITY wishes to enter into an agreement with CONSULTANT for Preliminary Engineering for the New Westside Substation (hereinafter "Project") as set forth in the Scope of Services attached here as Attachment A. CONSULTANT acknowledges that it is qualified to provide such services to CITY.

**ARTICLE 2
SCOPE OF SERVICES**

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

CONSULTANT shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY 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.

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

CONSULTANT 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 CONSULTANT's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONSULTANT shall remain

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

Section 2.3 Meetings

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

Section 2.4 Staffing

CONSULTANT acknowledges that CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONSULTANT, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONSULTANT 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 CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT represents it is prepared to and can perform all services within the Scope of Services (Attachment A) and is prepared to and can perform all services specified therein. CONSULTANT 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 CONSULTANT to practice its profession, and that CONSULTANT 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, CONSULTANT shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

ARTICLE 3

1

Section 3.1 Compensation

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

CONSULTANT 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

CONSULTANT 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. CONSULTANT'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 CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT 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. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4
MISCELLANEOUS PROVISIONS

n 4.1 Nondiscrimination

In performing services under this Agreement, CONSULTANT shall not discriminate in the employment of its employees or in the engagement of any sub

consultant 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, CONSULTANT 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

CONSULTANT 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 CONSULTANT, any subcontractor employed directly by CONSULTANT, 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 CONSULTANT

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

Section 4.7 Successors and Assigns

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONSULTANT 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

To CONSULTANT: Auriga Corporation
 Attn: Parkash Daryani
 890 Hillview Court, Suite 130
 Milpitas, CA 95035

Section 4.09 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 CONSULTANT is Not an Employee of CITY

CONSULTANT 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 CONSULTANT 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 CONSULTANT 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, CONSULTANT shall be entitled to payment as set forth in the attached Attachment B to the extent that the work has been performed. Upon termination, CONSULTANT 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 CONSULTANT with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONSULTANT 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 CONSULTANT and clearly marked by CONSULTANT as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONSULTANT. CONSULTANT 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

CONSULTANT acknowledges that Lodi Municipal Code Section 3.01.020 requires CONSULTANT to have a city business license and CONSULTANT 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 Intention and Modification

This Agreement represents the entire understanding of CITY and CONSULTANT 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 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, CONSULTANT shall allow CITY to inspect all such documents during CONSULTANT's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONSULTANT 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 4.19 Authority

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

IN WITNESS WHEREOF, CITY and CONSULTANT 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
INTERIM CITY MANAGER

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

By _____
Janice D. Magdich
Deputy City Attorney 

By: _____
Its: _____

Attachments:

Attachment A – Scope of Services

Attachment B – Fee Proposal

Attachment C – Insurance Requirements

ATTACHMENT A

SCOPE OF WORK

The complete build-out of the Westside Substation facility is described in the 'PROJECT DESCRIPTION' Section above. It shall be noted that the substation yard will be constructed two feet (2 ft) below existing grade. The scope of work for this RFP for Preliminary Engineering Services of Westside Substation is itemized below and is shown on the following Figure and Exhibits:

Exhibits

- Exhibit 1 – Project Site
- Exhibit 2 – Substation Layout
- Exhibit 3 – Substation Isometric View
- Exhibit 4 – One-Line Drawing

Figure

Figure 1 – Soil Resistivity Testing Layout

1. Soil Resistivity Test and Geotechnical Study

- a. Soil Resistivity Test – Soil resistivity data will be used for substation ground grid design and ground potential rise study. Conduct soil resistivity measurements in five (5) areas of the substation project site. Two (2) along the lengths, two (2) along the widths, and one (1) diagonally through the center as shown in Figure 1: Soil Resistivity Testing Layout. Resistivity test shall be done using the Wenner Four Point method and shall be in accordance with ASTM G57-06, IEEE Standards 442, 142, 81 and 80. Perform calculations and build a soil resistivity profile of the project site in tabular and graphical format.
- b. Geotechnical Study – The geotechnical report will be the reference for project design, grading, foundations, seismic design, perimeter block wall fence, underground utilities, excavations, pavements, construction and other geotechnical aspects of the project. Services shall include the following:
 - i. Compile and review available geotechnical and geologic data pertinent to the project vicinity;
 - ii. Conduct field exploration and investigation that consist of drilling borings within the area of the proposed development to explore subsurface conditions at the project site;
 - iii. Perform laboratory testing of samples obtained during the field investigation to evaluate relevant physical and engineering parameters of the subsurface soils; and,
 - iv. Analyze data to develop geotechnical conclusions and recommendations.

2. Preliminary Ground Grid Design as per IEEE Standard 80

- a. The switchyard area of the substation will be covered with approximately 4 inches of crushed rocks and other areas will be covered with asphalt.

ATTACHMENT A

A paved driveway will be constructed around the switchyard area to access power equipment. Three major factors that influence substation grounding system design are: Soil Resistivity, Fault Clearing Time and Ground Fault Current. This task shall include the following:

- i. Conduct line-to-ground short circuit calculation separately with - the PG&E Lockeford Substation (East Power Source), the 230kV NCPA Substation (West Power Source), and the combination of both power sources;
 - ii. Prepare three-dimensional ground grid design;
 - iii. Calculate relevant ground grid factors (Reflection, Decrement, Surface Layer Derating, etc.), Ground System Resistance, step, touch and absolute potentials inside and outside ground grid; and,
 - iv. Prepare three-dimensional potential plots (step, touch & absolute), color-coded contour plots, conductor segments and graphical display of over-limit voltages.
- b. Ground grid design, calculation and plots shall be in accordance with IEEE 80 & 665, and the Finite Element Method; and,
 - c. Prepare a comprehensive list of materials and cost estimate.

3. Ground Potential Rise Study

- a. Calculate and analyze the ground potential rise (GPR) applying results, design and data from Items 1.a. and 2 above;
- b. Determine the zone of influence of the calculated GPR; and,
- c. Prepare three-dimensional potential plots, color-coded contour plots and graphical display of over-limit voltages.

4. Preparation of Preliminary Substation Layout, Design Criteria and Cost/Benefit Analysis

- a. Evaluate various substation layouts like: Double-Bus
 - i. Double-Bus, Double-Breaker for the 60kV, Main & Transfer Bus for the 12kV, outdoor-low profile configuration;
 - ii. Ring Bus for the 60kV, Main & Transfer Bus for the 12kV, outdoor-low profile configuration;
 - iii. Radial Bus for the 60kV, Radial Bus for the 12kV, outdoor-low profile configuration;
 - iv. Outdoor for the 60kV low profile, Indoor Switchgear for the 12kV configuration;
 - v. Application of Gas-Insulated System (GIS) for the substation;
 - vi. Ring Bus for 60kV, Radial Bus for 12kV, outdoor-low profile configuration; and,
 - vii. Any combination of the above configurations.

ATTACHMENT A

- b. Prepare design criteria and cost/benefit analysis of the first two (2) alternatives of the recommended substation layout; and,
- c. Prepare a comprehensive bill of materials, project task list & schedule, and cost estimate.

5. Engineering & Design of Perimeter Block Wall Fence and Landscape

- a. The substation facility will be constructed two feet (2 ft) below existing grade. A block wall fence and landscape will be built around the perimeter of the facility. Perimeter fencing shall be ten feet (10 ft) high from the existing grade. Plans and specifications will be used to advertise for bids and construction. Services for this task shall include the following:
 - i. Engineer, design and prepare complete plans, drawings and specifications for the construction of perimeter block wall fence;
 - ii. Design and specify a 20-foot wide sliding gate in the south wall that is electrically-operated with key operator pedestal mounted inside and outside, loop detection to prevent gate from closing on a vehicle, and gate shall be solid;
 - iii. Design a recessed area on block wall south side for station name;
 - iv. Design and specify a 42-inch wide personnel gate in the south wall;
 - v. Specify graffiti coating on the exterior of the perimeter block wall;
 - vi. Design and specify a 20-foot wide manual swinging gate in the south wall for access to the Public Works Well 28 area; and,
 - vii. Design and specify a 10-foot high wire mesh (chain link) fence with slats to separate Well 28 area from the electric utility area.
- b. Design and specify complete landscaping around the substation facility with automatic irrigation system in accordance with the requirements of City of Lodi; and,
- c. Prepare a comprehensive bill of materials, project task list & schedule, and cost estimate separately for the block wall and landscaping.

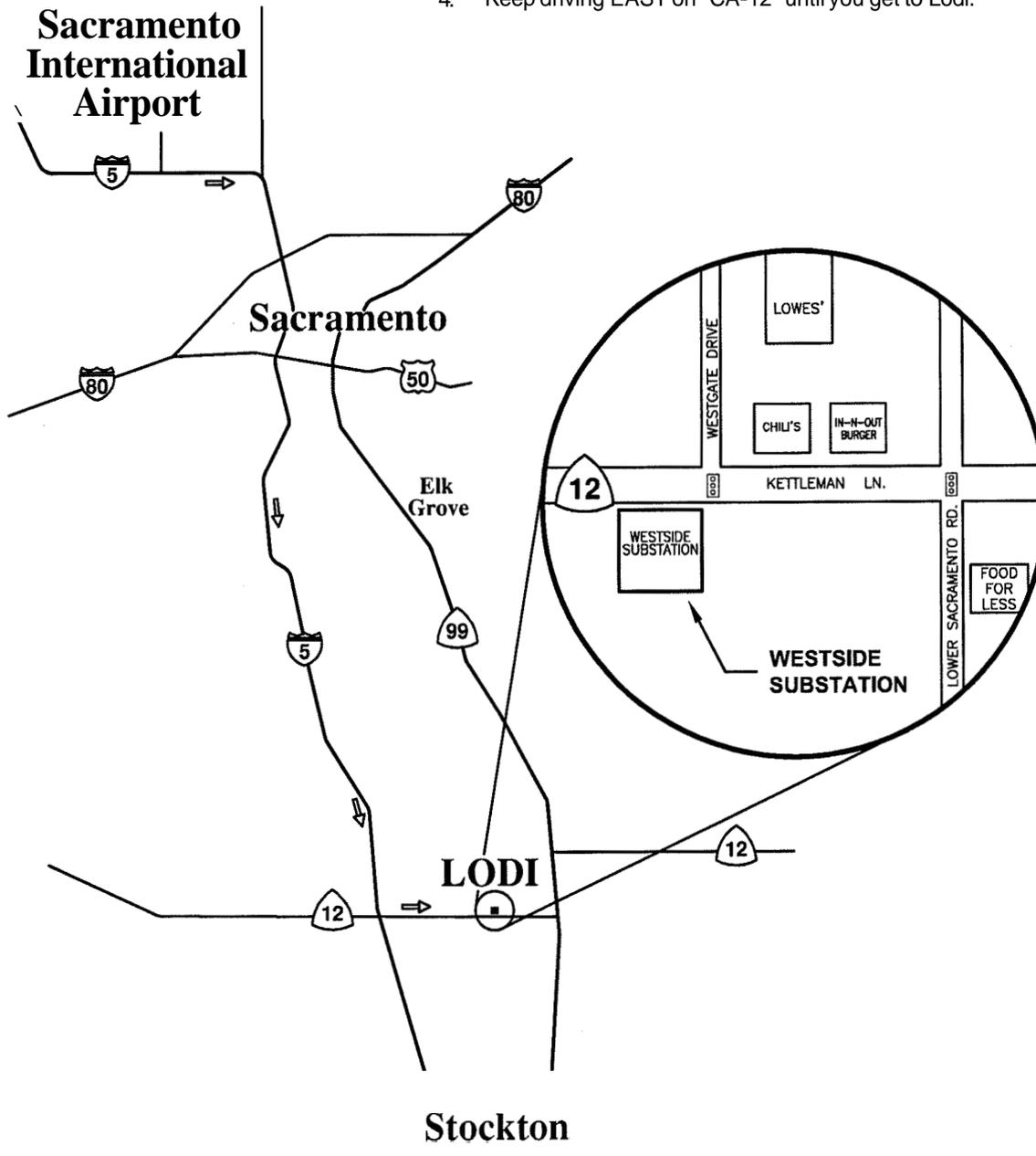
All tasks as identified in this scope of work shall be completed within six (6) months from the date of issuance of Notice to Proceed.

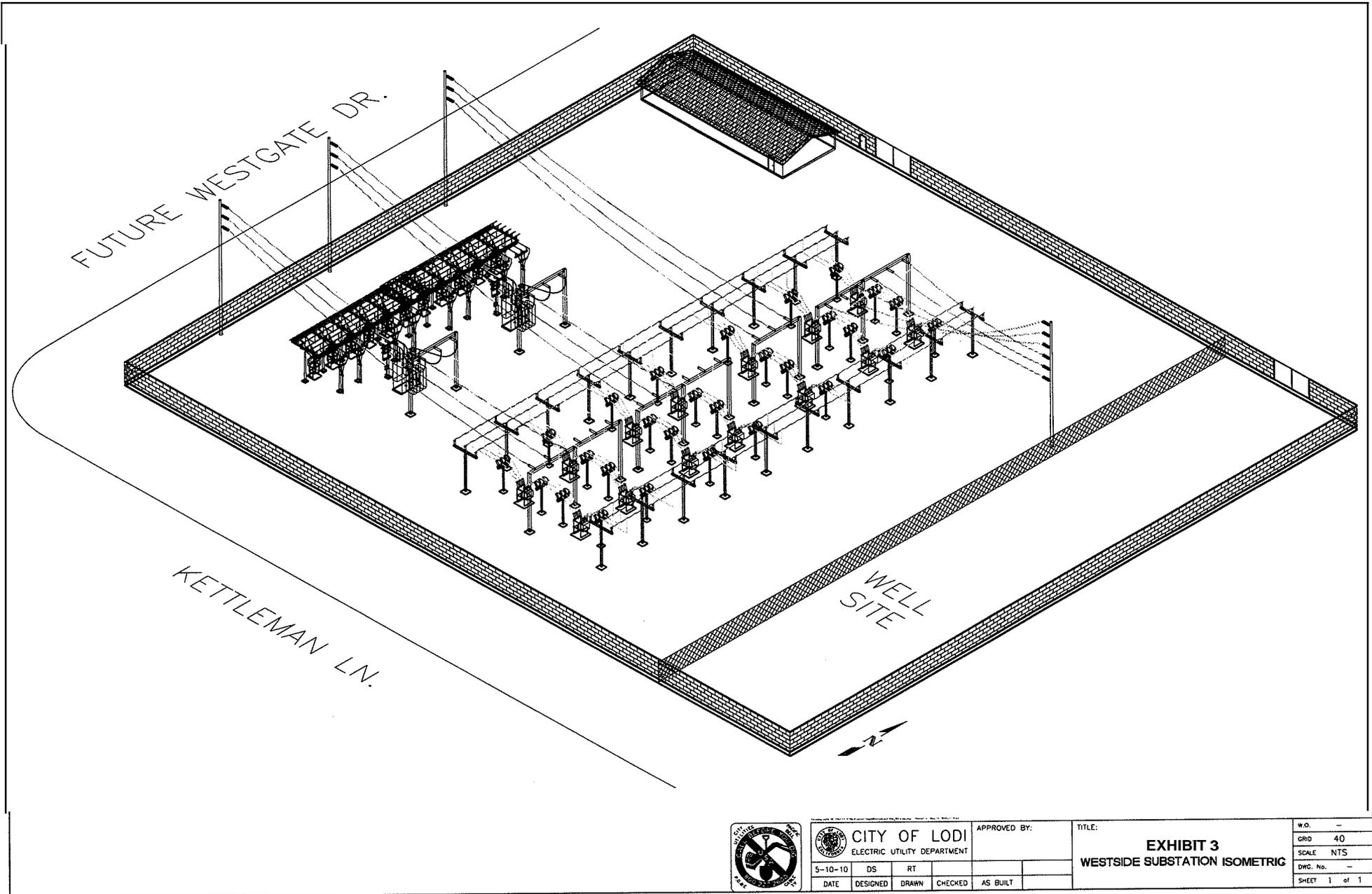


DIRECTIONS

Coming From The Sacramento Int. Airport To The City of Lodi, Ca.

1. Take freeway "I-5" SOUTH towards Sacramento.
2. Keep driving SOUTH on "I-5" until you get to "CA-12".
3. Turn LEFT onto "CA-12" EAST towards Lodi.
4. Keep driving EAST on "CA-12" until you get to Lodi.





CITY OF LODI
ELECTRIC UTILITY DEPARTMENT

5-10-10	DS	RT	
DATE	DESIGNED	DRAWN	CHECKED

APPROVED BY:

	AS BUILT

TITLE:

EXHIBIT 3
WESTSIDE SUBSTATION ISOMETRIC

W.O.	-
GRD	40
SCALE	NTS
DWG. No.	-
SHEET	1 of 1

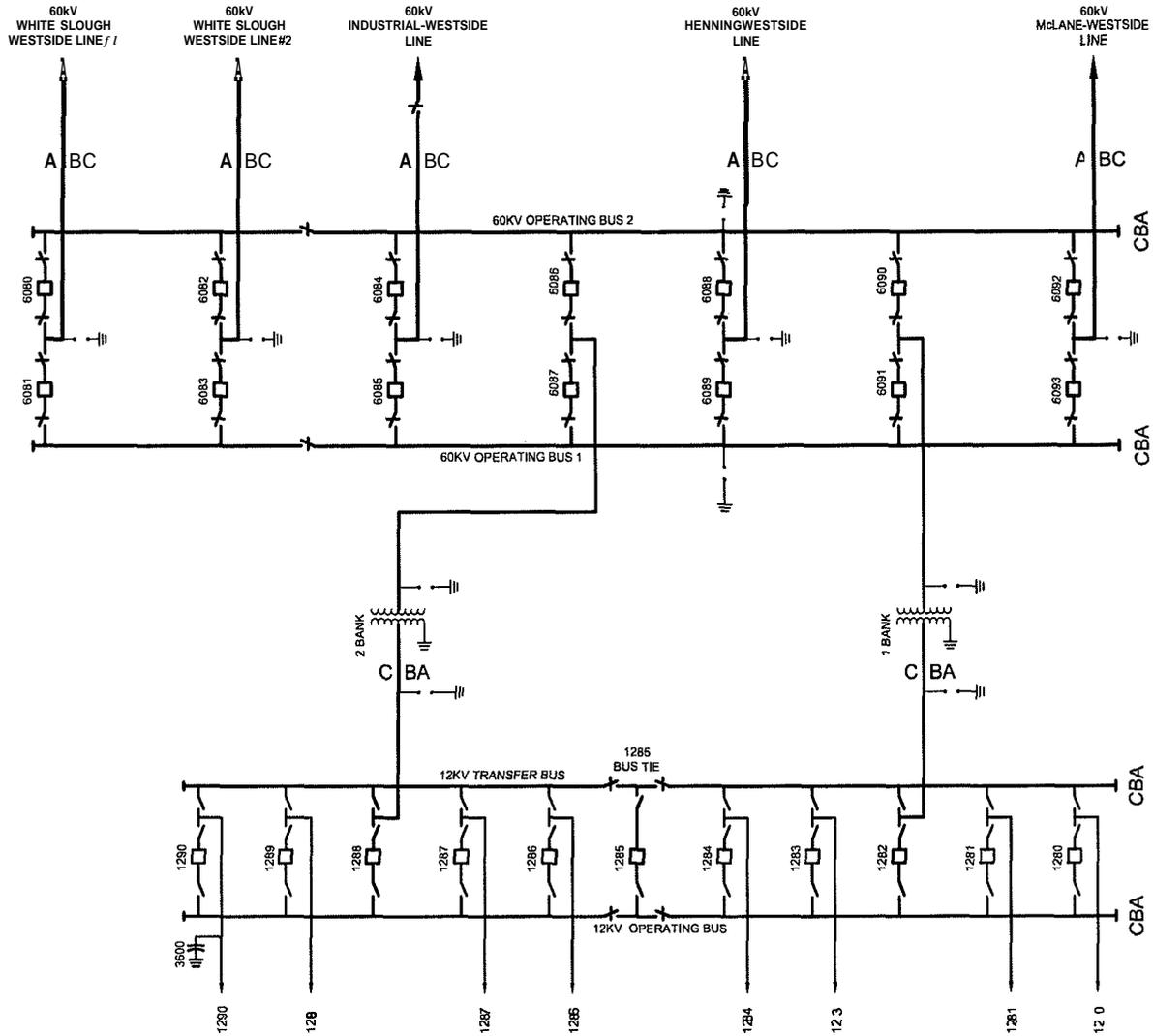


CITY OF LODI

ELECTRIC UTILITY DEPARTMENT

EXHIBIT 4

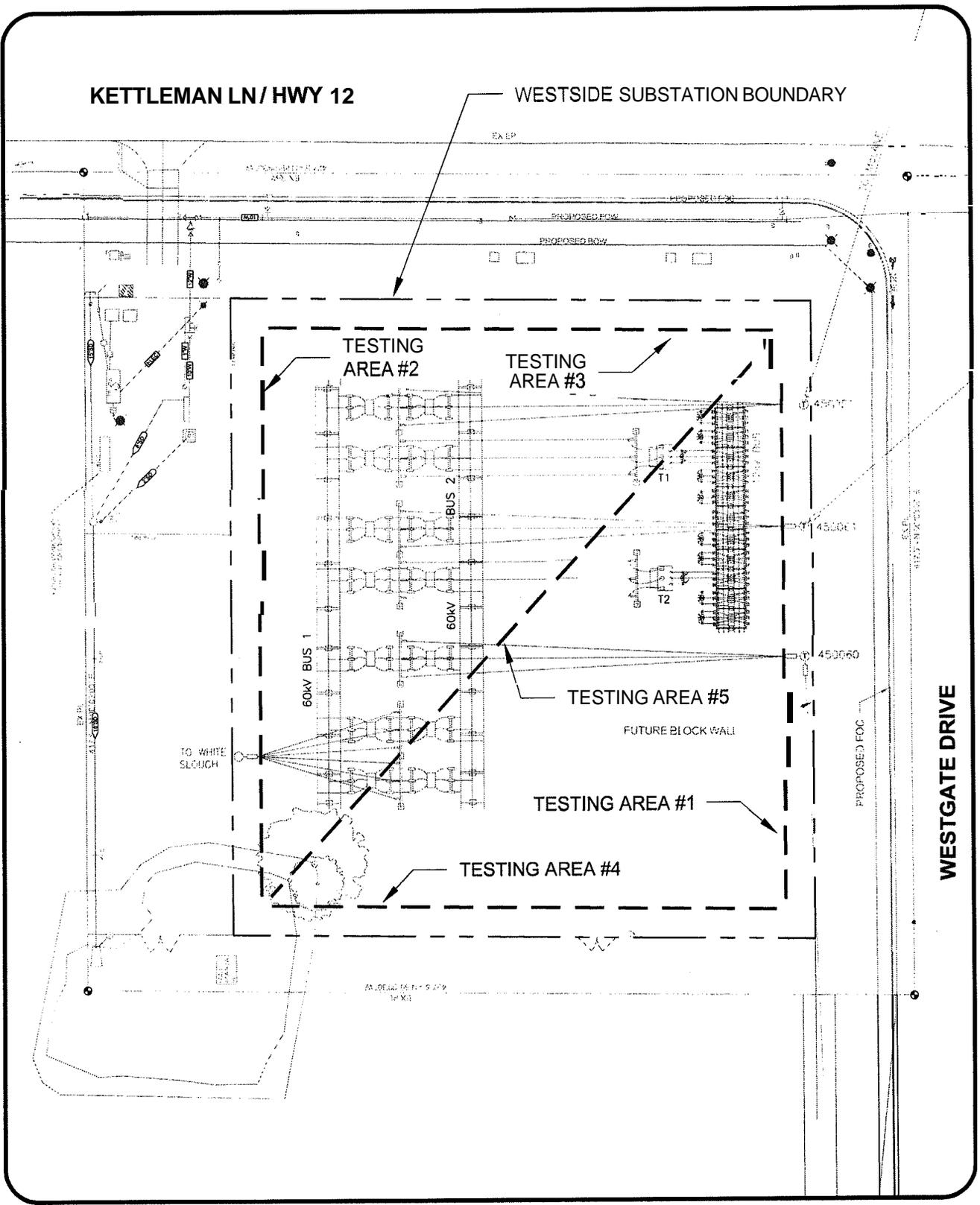
ONE LINE DIAGRAM



WESTSIDE SUBSTATION
2800 WEST KETTLEMAN LANE

NOTE:

* ALL BANK TRANSFORMERS ARE
18.75/25/31.25 MVA.



FEE PROPOSAL

ATTACHMENT B

Task Description	Amount	Labor Sub-totals	Other Direct Costs	Totals
Task 0 – Project Kick-off	\$ 8,625	\$ 8,625	\$ 1,500	\$ 10,125
Task # 1 Soil Resistivity Test and Geotechnical Study				
Site Reconnaissance, Boring Mark out, Mobilization and Permitting	\$ 4,200		\$ 625	
Task #1a Soil Resistivity Test	\$ 9,100		\$ 1,500	
Task #1b Geotechnical Study				
Field Exploration	\$ 4,200		\$ 1,500	1
Laboratory Testing	\$ 2,425		\$ 500	
Engineering Report	\$ 3,910		\$ 500	
Task # 1 Total:		\$ 23,835	\$ 4,625	\$ 28,460
Task #2 Ground Grid Design				
Task 2a, line items: I,II,III, IV	\$ 14,250		\$ 3,700	2
Task 2b, Prepare List of Materials and Cost Estimate	\$ 4,750		\$ 500	
Task # 2 Total:		\$ 19,000	\$ 4,200	\$ 23,200
Task # 3 Ground Potential Rise Study				
Task # 3a Calculate GPR	\$ 7,575		\$ 350	
Task #3b Determine Zone of Influence	\$ 1,680		\$ 100	
Task # 3c prepare 3-D Potential Plots and over limit voltages	\$ 2,760		\$ 100	
Task # 3 Total:		\$ 12,015	\$ 550	\$ 12,565
Task # 4 Preparation of Preliminary Substation Layout, Design Criteria and Cost/Benefit Analysis				
Task # 4a Evaluate various substation layouts	\$ 25,600		\$ 500	
Task # 4b Prepare Design Criteria and Cost/Benefit Analysis	\$ 12,500		\$ 250	
Task # 4c Prepare Bill of Materials, Project Task List and Schedule and Cost Estimates	\$ 9,500		\$ 400	
Task # 4 Total:		\$ 47,600	\$ 1,150	\$ 48,750
Task # 5 Engineering & Design of Perimeter Block Wall, Fence and Landscape				
Task # 5a Engineering and Designs Including Line items I, II, III, IV, V, VI, VII	\$ 3,500		\$ 1,000	
Task # 5b Topo Map, Grading Study, Excavation Study	\$ 7,360		\$ 200	
Task # 5b Landscape Design	\$ 5,200		\$ 500	
Task # 5c Prepare Bill of Materials, Project Task List, Schedule, and Cost Estimate	\$ 5,750		\$ 500	
Task # 5 Total:		\$ 21,810	\$ 2,200	\$ 24,010
Total Tasks 0 - 5				\$ 147,110

Total Project Cost: \$147,110

- 1 Includes Permitting, Hiring of Drill Rig and Filling of Holes with Grout
- 2 Includes License for ETAP Software

Team Member & Position	Hourly Rate
Parkash Daryani , Principal-in-Charge	\$175.00
Krishna Shah, P.E. , Project Manager	150.00
Ashish Sengupta, P.E. Principal Electrical Engineer	150.00
Dilip Shah Substation Transformer Specialist	135.00
Athar Taha E.I.T. , Project Engineer	115.00
Bansi Tikku P.E. OA/OC	150.00
Peter Connolly P.E. G.E. Geotechnical Engineer	150.00
Dustin Rath. P.E. Project Geologist	140.00
Steve Pechin, P.E. Civil Engineer Task Leader	152.00
Joshua Elson, P.E. Civil Engineer	126.00
Justin Ware L.A. Landscape Architect	150.00

ATTACHMENT C

INSURANCE REQUIREMENTS

5-409 Responsibility for Damage The City of Lodi, its elected and appointed boards, commissions, officers, agents and employees shall not accept responsibility for any **loss** or damages that occur during the scope of work to the work or any part thereof; or for any material or equipment used in performing the work; or for injury or damage to any person or persons, either work personnel or the public; for damage to adjoining property arising from or related to Contractor's negligence or willful misconduct during the progress of the work or any time before final acceptance. The Contractor shall indemnify and save harmless the City of Lodi, its elected and appointed boards, commissions, officers, agents and employees from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising out of Contractor's negligent acts, errors or omissions in the performance of the work or in consequence thereof. The City of Lodi may retain as much of the money due the Contractor as shall be considered necessary in City's sole judgment until disposition has been made of such suits or claims for damages as aforesaid.

5-413 Insurance Reuirements for Contractor The Contractor shall provide proof of insurance to be maintained during the life of this contract as listed under General Liability and Automobile Liability coverage 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>COMMERCIAL GENERAL LIABILITY</u> | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u> |
| Per Occurrence | \$1,000,000 Combined Single Limits |
| \$3,000,000 Property Damage | |
| Personal & Adv Injury | |
| \$6,000,000 General Aggregate | |

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 Sections 810 et seq.).

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

- (a) Additional Named Insured Endorsement with Primary Wording
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 insured, insofar as work performed by the insured under written contract with the City of Lodi.

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

ATTACHMENT C

Wording: 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 Agents, Employees, and Volunteers 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 City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.
- (e) 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.).

"Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

5-414 Workers' Compensation Insurance The Contractor shall provide proof of and maintain during the life of this contract, Worker's Compensation Insurance for all Contractor's employees employed at the site of the project and, if any work is Subcontracted, 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 City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

RESOLUTION NO. 2010-153

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR PRELIMINARY ENGINEERING OF WESTSIDE SUBSTATION

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on July 14, 2010, at 11:00 a.m. for the preliminary engineering on Westside Substation as described in the request for proposals therefore approved by the City Council on October 21, 2010; and

WHEREAS, said bids have been compared, checked, and tabulated and a report thereof filed with the City Manager as follows:

Pike Electric, Inc., of San Ramon, CA	\$ 87,500.00*
SANTEC Consulting Services Inc., of Sacramento, CA	\$124,000.00*
IEC Corporation, of Folsom, CA	\$138,124.00*
Auriga Corporation, of Milpitas, CA	\$147,110.00
R.W. Beck, Inc., of Seattle, WA	\$247,990.00
Electric Power System, Inc., of Fresno, CA	No Bid Cost*

*Note: Proposals were not responsive with omissions of required materials.

WHEREAS, staff found that only the proposals of RW Beck, Inc. (RW Beck) and Auriga Corporation (Auriga) are fully compliant with the requirements of the Westside Substation Preliminary Engineering Request for Proposal; and

WHEREAS, the cost proposal of RW Beck is 42% over the budget and Auriga is 19% below the \$175,000 budget for this Project.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to enter into a Professional Services Agreement for preliminary engineering of Westside Substation with Auriga Corporation at a cost not to exceed \$147,110.

Dated: September 1, 2010

I hereby certify that Resolution No. 2010-153 was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 1, 2010, by the following vote:

- AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Mounce, and Mayor Katzakian
- NOES: COUNCIL MEMBERS – None
- ABSENT: COUNCIL MEMBERS – None
- ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL
City Clerk