



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Authorize the City Manager to Extend the Term of the Contract with Mike Keller Consulting, LLC for Transmission and Distribution Services

**MEETING DATE:** February 15, 2012

**PREPARED BY:** Electric Utility Director

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**RECOMMENDED ACTION:** Authorize the City Manager to extend the term of the contract with Mike Keller Consulting, LLC for transmission and distribution services.

**BACKGROUND INFORMATION:** On August 3, 2011 the City Council adopted a resolution authorizing the City Manager to enter into a Professional Services Agreement with Mike Keller Consulting, LLC for Transmission and Distribution Services. The agreement is due to expire on February 28, 2012. Various agencies are involved with this work which presents challenges in scheduling meetings. As a result additional time is required to complete this work. All other terms and conditions of the agreement will remain the same. Staff recommends extending the contract to August 31, 2012.

**FISCAL IMPACT:** No additional funding is required.

**FUNDING:** Included in FY2011/2012 EUD Capital Budget Account Numbers 161687 and 161680.

  
\_\_\_\_\_  
Elizabeth A. Kirkley  
Electric Utility Director

EAK/lst

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APPROVED:

  
\_\_\_\_\_  
Konrad Bartlam, City Manager

CONTRACT AMENDMENT AGREEMENT

MIKE KELLER CONSULTING, LLC

THIS CONTRACT AMENDMENT made and effective this 15th day of February, 2012, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and MIKE KELLER CONSULTING, LLC, hereinafter called "contractor."

WITNESSETH:

1. **CONTRACT:** Contractor and City, entered into a contract for Mike Keller Consulting, LLC, on October 5, 2011. Contractor and City now desire to extend the term of the contract but not the total compensation.
2. **TERM AND TERMS:** The term of the Amended Contract shall be for the period commencing on February 29, 2012 and terminating August 31, 2012. All other terms and conditions will remain as set forth in the Contract for Mike Keller Consulting, LLC, attached hereto as **Exhibit A** and made a part hereof as though fully set forth herein.
3. This Amendment shall not increase the **compensation** called for in paragraph 3.1.

CITY OF LODI, a municipal corporation

CONTRACTOR

\_\_\_\_\_  
KONRADT BARTLAM  
City Manager

  
\_\_\_\_\_  
MIKE KELLER CONSULTING, LLC

Attest:

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
RANDI JOHL  
City Clerk

Approved as to Form:

\_\_\_\_\_  
D. STEPHEN SCHWABAUER  
City Attorney



**EXHIBIT A**

**AGREEMENT FOR PROFESSIONAL SERVICES**

**ARTICLE 1  
PARTIES AND PURPOSE**

**Section 1.1 Parties**

THIS AGREEMENT is entered into on ~~September 1~~ <sup>October 5,</sup> 2011, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Mike Keller Consulting, LLC (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 Transmission & Distribution Services (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 of 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 CONTRACTORs 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 23 Meetings**

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

**Section 24 Staffing**

CONTRACTOR acknowledges that CITY has relied on CONTRACTORs capabilities and on the qualifications of CONTRACTORs 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 CONTRACTORs 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 25 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 26 Term**

The term of this Agreement commences on ~~September 1~~<sup>October 5</sup>, 2011 and terminates upon the completion of the Scope of Services or on February 28, 2012, whichever occurs first.

## ARTICLE 3

### M E N I

#### **Section 3.1 Compensation**

CONTRACTORs 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. CONTRACTORs 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 Damane**

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 Reaquirementsfor 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 Assians**

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: Electric Utility Director

To CONTRACTOR:   Mike Keller Consulting, LLC  
                                  1460 Regalo Court  
                                  San Jose, CA 95128

**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 4.1 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, Arbitration and Attorneys 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 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 CONTRACTORs 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

By: 

CONTRACTOR: Mike Keller, LLC

By:   
Name: MIKE KELLER  
Title: President

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

Doc ID:

CA:rev.01.2011



**MIKE KELLER CONSULTING LLC**

1460 REGALO COURT • SAN JOSE, CA 95128 • 408.559.6885

# PROPOSAL 2011-03

Dated: July 18, 2011

To:

**CITY OF LODI, CALIFORNIA**

For

**CONSULTING SERVICES**

Supporting

City of Lodi's Electric Department

In the

Project Development Efforts

for

**TRANSMISSION COST CONTAINMENT  
& DISTRIBUTION CAPACITY PLANNING**



**MIKE KELLER CONSULTING LLC**

**1460 REGALO COURT • SAN JOSE, CA 95128 • 408.559.6885**

## PROPOSAL 2011-03

### OVERVIEW:

The Electric Department ("Department") of the City of Lodi, CA ("City") has conceptualized alternative transmission projects that would increase the interconnection capacity between their electric distribution system and the adjacent transmission system. These transmission interconnection modifications have the potential to also reduce transmission costs paid to the California Independent System Operator ("CAISO"). This project is currently referred to as the Transmission Cost Containment Project.

The Department has also developed a low cost strategy for modifying and reinforcing its distribution system to meet native load growth for the near future, say 5 to 10 years. This approach to serving new load would postpone construction of substation banks and fully utilize its distribution assets. The annual work plans and construction efforts supporting this strategy are referred to as the Distribution Capacity Program.

This proposal is for Mike Keller Consulting, LLC ("Consultant") to provide support services to the Department in:

- the investigation of the cost and benefits of transmission interconnection alternatives, and the presentation of those findings to the Department for decision making purposes.
- The development of the Distribution Capacity Strategy for the next 10 years and a Distribution Capacity Work Plan for the next two fiscal years.

### OBJECTIVES:

The objective of work under this proposal is for Consultant to:

1. Move the Transmission Cost Containment Project through the feasibility phase to the point where the Department has sufficient information to make informed choices whether or not to proceed with the project and which alternative to pursue.
2. Develop a Distribution Capacity Work Plan for FY 2011-12 and 2012-13 that will guide the budgeting, detailed design, construction, and energization of the distribution facilities necessary to serve new load added in those same time-frames.

### DELIVERABLES:

#### Objective #1 – Transmission Cost Containment Feasibility Report(s)

Consultant will prepare a report containing available information and expert opinion for use by the Department in selection of an alternative to pursue and an approach to advancing the project through the next phase of development.

#### Objective #2 – Distribution Capacity Work Plan for Summer 2012

Based on peak load reading from the summer of 2011 and forecast loads for the summer of 2012, Consultant will prepare a report containing the steps the Department needs to make to modify and reinforce its distribution system to meet those forecast loads.

**Objective #3 - Distribution Capacity Work Plan for Summer 2013:**

Based on peak load reading from the summer of 2011 and forecast loads for the summer of 2013, Consultant will prepare a report containing the steps the Department needs to make to modify and reinforce its distribution system to meet those forecast loads.

**APPROACH:**

City and Consultant will enter into a Professional Services Agreement for the performance of the work by the Consultant to meet the above objectives. Because scope and details of these objectives are not under the control of the Consultant, this is a time and materials proposal for 6 months of work. For the purpose of establishing a schedule and budget for the contract work the following budget has been developed. The budget is based on working 20 hours per week for 20 weeks during the six month term of the contract. The budget assumes that the Consultant will work on site in Lodi. All expenses will be reimbursed based on Consultants Fee Schedule for Calendar year 2011 even if some portion of the contract term extends in to calendar year 2012.

**WORK BUDGET:**

DESCRIPTION	BUDGET
Hourly Billed Work	\$62,000
Travel Expenses (travel time & mileage)	\$10,150
Lodging & Expenses	\$6,000
Pass Through Expenses	\$1,250
<b>TOTAL BUDGET</b>	<b>\$79,400</b>

**FEE & PAYMENT TERMS**

Consultant's "maximum not to exceed fee" for the consulting services is \$79,400.

MKC will invoice the City monthly, on a time and material basis, for actual work performed according to the attached Fee Schedule - Calendar Year 2011.

MKC will notify the City when invoiced amounts reach 80% of the Total Budget shown above.

**CONCLUSION:**

Consultant believes this proposal will provide a timely and cost efficient means of completing the stated objectives of the City of Lodi's Electric Department.

*Filename: Proposal 207103 R2 Lodi Support.doc*



**MIKE KELLER CONSULTING LLC**

1460 REGALO COURT • SAN JOSE, CA 95128 • 408.559.6885

**FEE SCHEDULE – CALENDAR YEARS 2010 & 2011**

**HOURLY BILLING RATES:**

- ◆ Principle Consultant ----- \$155.00/hour

**EXPENSES:**

- ◆ Auto Mileage ----- \$0.51/mile  
For vehicle travel outside Santa Clara County; no mileage charges will be incurred for trips inside Santa Clara County.
- ◆ Air Travel ----- At Cost
- ◆ Meals and Incidental Expenses (in San Joaquin County, elsewhere at cost) ----- \$56/day
- ◆ Lodging (in San Joaquin County, elsewhere at cost) ----- \$80/day
- ◆ Sub-consulting and Sub-contracting ----- At Cost plus 10%
- ◆ Other Reimbursable Expenses ----- At Cost

**NOTES:**

For vehicle travel outside Santa Clara County one half the employees' hourly rate will be charged from home portal to destination portal using Google Maps travel time estimates.

Invoices will be sent at the beginning of the calendar month for service provided and expenses incurred the previous calendar month. Payment is expected within 30 days unless otherwise provided for in the contract.

**References:**

[www.gsa.gov/mileage](http://www.gsa.gov/mileage)

[www.gsa.gov/perdiem](http://www.gsa.gov/perdiem)



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></p> <p>\$1,000,000 Ea. Occurrence</p> <p>\$2,000,000 Aggregate</p>                        | <p>2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u></p> <p>\$1,000,000 Bodily Injury - Ea. Person</p> <p>\$1,000,000 Bodily Injury - Ea. Occurrence</p> <p>\$1,000,000 Property Damage - Ea. Occurrence</p> |
| <p>3. <u>PROFESSIONAL ERRORS AND OMISSIONS</u></p> <p>Not less than \$1,000,000 per Claim. Certificate of Insurance only required.</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) 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.