



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Extend the Term of the Contract with Mike Keller Consulting, LLC for Transmission and Distribution Services and Appropriating Funds (\$35,500)

MEETING DATE: September 19, 2012

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to extend the term of the contract with Mike Keller Consulting, LLC for transmission and distribution services and appropriating funds in the amount of \$35,500.

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 contract was extended to August 31, 2012, as authorized by the City Council on February 15, 2012. Since various agencies are involved there have been challenges in scheduling meetings to complete the scope of work, therefore additional time is still required to complete this work.

Staff anticipated this work to be completed in Fiscal Year 2011/12, therefore this project was not included in the Fiscal Year 2012/13 Budget. Staff is now requesting a modification to the term of the contract until the completion of the scope of work along with a budget appropriation. All other terms and conditions of the agreement will remain the same.

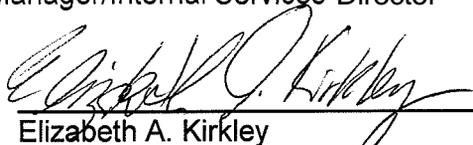
FISCAL IMPACT: This project is the investigation of the cost and benefit of transmission interconnection alternatives which may result in the mitigation of significant transmission access charges.

FUNDING: Requested Appropriation:
Electric Utility Outlay Reserve Fund (161687): \$35,500

An appropriation adjustment form is attached for the Electric Utility Outlay Reserve Fund No. 161687.

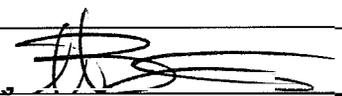


Jordan Ayers
Deputy City Manager/Internal Services Director



Elizabeth A. Kirkley
Electric Utility Director

EAK/lst

APPROVED: 

Konradt Bartlam, City Manager

CONTRACT AMENDMENT AGREEMENT

MIKE KELLER CONSULTING, LLC

THIS CONTRACT AMENDMENT made and effective this 19th day of September, **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**. On February **15, 2012** the contract term was extended to August **31, 2012**. 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 required to complete the scope of work as outlined in Exhibit A of the Professional Services Agreement which commenced on February **29, 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
JANICE D. MAGDICH, Deputy City Attorney

By: _____



EXHIBIT A

5887

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE I PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on ~~September 1,~~ ^{October 5,} 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 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 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,~~ ^{October 5,} 2011 and terminates upon the completion of the Scope of Services or on February 28, 2012, whichever occurs first,

ARTICLE 3
COMPENSATION

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 41 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 42 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 43 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 44 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 45 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 46 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 47 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 48 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: C i 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 4.11 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.

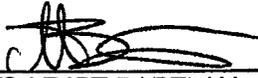
IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:



RANDI JOHL
City Clerk



KO-NRADT BARTLAM, City Manager

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

CONTRACTOR: Mike Keller, LLC

By: 

By: 
Name: MIKE KELLER
Title: President

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

Doc ID:

CArev.01.2011

EXHIBIT A & B



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**



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
TOTAL BUDGET	879,400

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 201103 R2 Lodi Support.doc



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
- 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>
 \$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> |
| <p>3. <u>PROFESSIONAL ERRORS AND OMISSIONS</u>
 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) 1 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/15/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: (707) 469-6776 Fax: (707) 469-8072

ECLIPSE MARKETING & INSURANCE SERVICES
P O BOX 6480
VACAVILLE CA 95696

CONTACT NAME: Eclipse Marketing & Insurance Services

PHONE (A/C, No, Ext): (707) 469-6776

FAX (A/C, No): (707) 469-8072

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Hartford Fire Ins. Co.

INSURER B : Gemini Ins. Co.

INSURER C :

INSURER D:

INSURER E :

INSURER F :

INSURED
MIKE KELLER CONSULTING, LLC
1460 REGALO COURT
SAN JOSE CA 95128

APPROVED
Risk Management

AUG 29 2012

By:

COVERAGES

CERTIFICATE NUMBER: 36541

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Hired/Non Owned Auto Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>	X		84SBATY8075	08/03/12	08/03/13	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED. EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						WC STATU-TORY LIMITS \$ OTH ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						
B	Professional Liability			VCPL061609	08/12/12	08/12/13	General Agg \$1,000,000 Each Claim \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees and Volunteers are named as additional insureds per policy wording in attached form SS 00 08 04 05. Such insurance as is afforded by the endorsement for the Additional Insured's 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 coinsurance afforded by this endorsement.

CERTIFICATE HOLDER

CANCELLATION

City of Lodi
221 W. Pine St.
Lodi CA 95241

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Larry St John

Attention:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization with whom the Named insured enters into a written contract that requires them to be named as an Additional Insured and the contract is executed prior to the start of the project,	Where specified by written contract.
information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/16/2012

PRODUCER
MATKOVICH INSURANCE SERVICES
715-C CAPITOLA AVENUE
CAPITOLA, GA 95010
831.475.8300

INSURED
MIKE KELLER CONSULTING LLC
1450 REGALO COURT
SAN JOSE, CA 95126

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICES BELOW.

INSURERS AFFORDING COVERAGE **NAIC #**

INSURER A: FARMERS INSURANCE EXCHANGE

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID AIMS.

INSR LTR	DDT NSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
		<input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$								
4	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALLOWED AUTOS SCHEDULED AUTOS HIRED AUTOS NON OWNED AUTOS	194570509	03/21/2012	03/21/2013	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 500,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 100,000								
		<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
		<input type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE <input type="checkbox"/> SPECIAL PROVISIONS below <input type="checkbox"/> OTHER				<table border="1"> <tr> <th>WC STATU-TORY LIMITS</th> <th>OTH-ER</th> </tr> <tr> <td>E L EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E L DISEASE EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E L DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E L EACH ACCIDENT	\$	E L DISEASE EA EMPLOYEE	\$	E L DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER													
E L EACH ACCIDENT	\$													
E L DISEASE EA EMPLOYEE	\$													
E L DISEASE - POLICY LIMIT	\$													

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CITY OF LODI
221 W. PINE ST
LODI, CA 95241

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE: *Bill Matkovich*

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: Elizabeth Kirkley 5. DATE: 09-19-2012
 4. DEPARTMENT/DIVISION: Electric Utility

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	161			Fund Balance	\$35,500
B. USE OF FINANCING	161	161687	1825.2200	Transmission Line-WS Project	\$35,500

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

This project is the investigation of the cost and benefit of transmission interconnection alternatives which may result in the mitigation of significant transmission access charges. The contract commenced in FY 2011-12 and will be completed in FY 2012-13. The total contract amount is \$79,400; approximately \$35,500 is remaining.

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: 09-19-2012 Res No:  Attach copy of resolution to this form.

Department Head Signature: _____

8. APPROVAL SIGNATURES

 Deputy City Manager/Internal Services Manager Date

Submit completed form to the Budget Division with any required documentation.
 Final approval will be provided in electronic copy format.

RESOLUTION NO. 2012-146

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXTEND THE TERM OF THE CONTRACT WITH MIKE KELLER CONSULTING, LLC FOR TRANSMISSION AND DISTRIBUTION SERVICES AND APPROPRIATING FUNDS

WHEREAS, 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; and

WHEREAS, the contract was extended to August 31, 2012, as authorized by the City Council on February 15, 2012; and

WHEREAS, since various agencies are involved, there have been challenges in scheduling meetings to complete the scope of work, therefore additional time is still required to complete this work; and

WHEREAS, staff anticipated this work to be completed in Fiscal Year 2011/12, therefore this project was not included in the Fiscal Year 2012/13 Budget; and

WHEREAS, staff is now requesting a modification to the term of the contract until the completion of the scope of work along with a budget appropriation; and

WHEREAS, all other terms and conditions of the agreement will remain the same; and

WHEREAS, this project is the investigation of the cost and benefit of transmission interconnection alternatives, which may result in the mitigation of significant transmission access charges; and

WHEREAS, the appropriation is in the amount of \$35,500 for the Electric Utility Outlay Reserve Fund Number 161687.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby authorize the City Manager to extend the term of the contract with Mike Keller Consulting, LLC for transmission and distribution services; and

BE IT FURTHER RESOLVED that the City Council approves the appropriation of \$35,500 from the Electric Utility Outlay Reserve Fund for this amendment.

Dated: September 19, 2012

I hereby certify that Resolution No. 2012-146 was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 19, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Johnson, Katakian, Nakanishi, and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Hansen

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk