

RESOLUTION NO. 86-68

RESOLUTION OF THE LODI CITY COUNCIL
APPROVING LETTER AGREEMENT BETWEEN THE CITY OF LODI
AND THE NORTHERN CALIFORNIA POWER AGENCY
FOR CONSULTING ENGINEERING SERVICES ON TRANSMISSION
UPGRADES REGULATED BY PG & E

RESOLVED, that the City Council of the City of Lodi does hereby approve Letter Agreement between the City of Lodi and Northern California Power Agency for Consulting Engineering Services on Transmission Upgrades regulated by PG & E dated May 7, 1986.

BE IT FURTHER RESOLVED, that the City Council of the City of Lodi does hereby authorize the City Manager and City Clerk to execute the subject Letter Agreement on behalf of the City of Lodi.

Dated: May 7, 1986

I hereby certify that Resolution No. 86-68 was passed and adopted by the City Council of the City of Lodi in a Regular Meeting held May 7, 1986 by the following vote:

Ayes: Council Members - Hinchman, Olson, Pinkerton, Snider and Reid (Mayor)

Noes: Council Members - None

Absent: Council Members - None


ALICE M. REIMCHE
City Clerk

Res. No. 86-68

Letter of Agreement Between the City of Lodi and
the Northern California Power Agency

The Preamble of the Member Service Agreement states that from time to time, the Northern California Power Agency (NCPA) may provide services relating to the supply of electric power and energy to some or all of the Members upon their request. This Letter Agreement between the City of Lodi (the Member) and NCPA acknowledges such a request for service.

NCPA agrees to provide assistance to the Member as detailed by task in Appendix B attached hereto. NCPA warrants that all work will be completed in a timely manner and on a best-effort basis. The Member agrees to allow access to those records that NCPA deems necessary for successful completion of all tasks.

When the tasks specified in Appendix B are completed, NCPA and the Member will jointly review each task for completeness and acceptability. Member acceptance of the results of each task shall be in writing, and will release NCPA from further responsibility for the task. NCPA and the Member mutually agree that the Member shall assume any and all responsibility for costs or penalties that may arise from the Member's use of this work, or any part of the work done by NCPA for the Member pursuant to the terms of this Letter Agreement.

NCPA agrees to provide, and the Member agrees to pay, an itemized bill for services performed for the Member, including, but not limited to, labor, materials, and administrative overheads.

Northern California Power Agency
Appendix B

Agreement for Project Management Services
for Lodi Area Transmission

This agreement, dated May 7, 1986, by and between the Northern California Power Agency, a joint-powers agency of the State of California, hereinafter called "NCPA", and the City of Lodi, a municipal corporation and a member of NCPA, hereinafter called "Lodi", shall provide for payment to NCPA, by Lodi, for services defined below.

Recitals

- A. All electric power supplied to Lodi is currently delivered through the transmission system of the Pacific Gas & Electric Company (PG&E).
- B. Lodi is a member of NCPA and is a signatory to the Interconnection Agreement between PG&E, NCPA, and NCPA member cities.
- C. Pursuant to Section 6 of the Interconnection Agreement, Lodi may be required to upgrade its area transmission by April, 1987.
- D. Lodi desires that NCPA make arrangements to develop a Request for Proposal (RFP) for design and construction of required transmission upgrades to Lodi area transmission.
- E. NCPA agrees to prepare or cause to be prepared the RFP in accordance with the tasks outlined herein.

Task 1 - Contract With Power Engineers

NCPA agrees to enter into a contract with Power Engineers (the "Engineer"), on behalf of Lodi for the development of the RFP for construction of upgrades to the Lodi area transmission system.

Task 2 - Liaison to PG&E

NCPA agrees to coordinate between PG&E, Lodi, and the Engineer in obtaining data necessary for the Engineer to develop an RFP with respect to new 60-kV transmission line segments to be constructed within the PG&E area transmission system serving Lodi.

Task 3 - RFP Responsibility

NCPA agrees to review the RFP developed by the Engineer to ensure, to the best of its ability, that the RFP adequately defines all tasks that will constitute the basis for design and construction bids. NCPA agrees to develop a list of qualified engineering firms that should be recipients of the RFP. NCPA agrees to evaluate subsequent competitive bid proposals, and to make a written recommendation to Lodi regarding selection of a preferred proposal.

Task 4 - Contract

After Lodi has made their selection, NCPA agrees to assist in negotiating the terms of a contract with the successful bidder for all work to be done. Said work shall include, but not be limited to, design, construction, and construction management.

Task 5 - Financing

NCPA agrees to make necessary arrangements for project financing in connection with Lodi subject to approval of the NCPA Commission, the City of Lodi, and other governmental bodies as necessary, and following legal review and approval by bond counsel and others as necessary and appropriate.

Task 6 - Compensation

. Subtask A - Payments for Power Engineers' Services

The Engineer shall submit all work-related invoices to NCPA for approval and payment. The Engineer shall invoice NCPA monthly for the services performed during the preceding month, which invoices shall be payable within thirty (30) days after receipt. NCPA shall invoice Lodi for an amount equivalent to the charges included on all work related invoices submitted to NCPA by Power Engineers.

. Subtask B - Payment for NCPA Services

Lodi shall pay to NCPA an amount not to exceed five-thousand dollars (\$5,000.00) for the services described herein. NCPA shall invoice Lodi monthly for the services performed during the preceding month, which invoices shall be payable within thirty (30) days of the invoice date. NCPA invoices shall reflect the Lodi Purchase Order Number 1717.

Approved:



Authorized Agent
City of Lodi
Thomas A. Peterson
City Manager

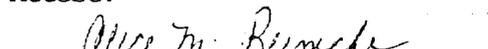
MICHAEL W. McDONALD
General Manager
Northern California Power Agency

May 8, 1986

Date

Date

Attest:



Alice M. Reimche
City Clerk