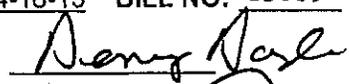


AGENDA BILL
Beaverton City Council
Beaverton, Oregon

SUBJECT: Bid Award – Sorrento Pump Station
Improvements Project

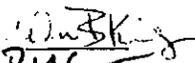
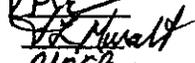
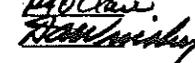
FOR AGENDA OF: 4-16-13 **BILL NO:** 13089

Mayor's Approval: 

DEPARTMENT OF ORIGIN: PW 

DATE SUBMITTED: 3-21-13

CLEARANCES:

City Attorney 
CAO 
Purchasing 
Finance 
Engineering 

PROCEEDING: CONSENT AGENDA
(CONTRACT REVIEW BOARD)

- EXHIBITS:**
1. ETO Incentive Offer
 2. Bid Results Summary
Memorandum (Pending)

BUDGET IMPACT

EXPENDITURE	AMOUNT	APPROPRIATION
REQUIRED \$180,000*	BUDGETED \$190,000**	REQUIRED \$0-

* \$180,000 is the estimated construction cost and the final bid amount will be presented to Council in advance of the Council meeting as further explained in this agenda bill.

** Account Number 501-75-3701-682 – Water Fund – Infrastructure Projects – Water System Improvements Program – Construction Account. The FY 2012-13 Adopted Budget includes \$190,000 for this project and the cost to the City is partially offset with a \$27,000 incentive from the Energy Trust of Oregon as further explained in this agenda bill.

RECOMMENDED ACTION:

City Council, acting as the Contract Review Board, authorizes the Mayor to sign a contract to the lowest responsible bidder for the Sorrento Pump Station Improvements Project (CIP 4079) in a form approved by the City Attorney.

HISTORICAL PERSPECTIVE:

The existing pumps and motors at the Sorrento Pump Station are approximately 20 years old and are no longer energy efficient. Additionally, the layout/configuration of existing piping and pressure reducing valves within the pump station exacerbate the energy losses. Staff contracted with Murray Smith and Associates (MSA) in 2012 to evaluate design options to improve the Sorrento Pump Station. The City and MSA then worked collaboratively with representatives of the Energy Trust of Oregon (ETO) and determined that installation of new motors and variable frequency drives (VFD's) would save approximately 85,000 kilowatt-hours (kWh) of energy per year (or approximately \$6,400 per year). Subsequently, the City accepted an ETO Incentive Offer (Exhibit 1) that would contribute a maximum of approximately \$27,000 towards design, purchase and installation of new motors and VFDs. MSA completed the design for improvements at the Sorrento Pump Station in March 2013.

INFORMATION FOR CONSIDERATION:

The Sorrento Pump Station Improvements Project will include installation of new pumps, motors, VFDs, and piping within the pump station. When complete, the project will increase pumping efficiency, reliability, and provide additional flexibility when filling the City's 1.75 million-gallon standpipe reservoir

that serves the 410 foot pressure zone. After the project is complete, the City will receive up to \$27,000 from the ETO towards project costs associated with the design, purchase and installation of the new motors and VFDs.

The invitation to bid was advertised in the Daily Journal of Commerce on March 22, 2013. A mandatory pre-bid meeting and site tour is scheduled for April 2, 2013. Submitted bids are scheduled to be opened at 2:00 PM on April 11, 2013. Since the Council packet for this meeting will have already been distributed, staff will prepare a supplemental memorandum (Exhibit 2) that will be provided to City Council on April 12, 2013 summarizing the bid results and recommending award to the lowest responsible bidder.



Program Use Only			
Project ID	PE6022	FastTrack ID	
Eligible to Self-Direct	No	<input type="checkbox"/>	Option 1
Currently Self-Directing	No	<input type="checkbox"/>	Option 2

Participant Information

Participant Name				City of Beaverton							
Assumed Business Name											
Contact Name		Brion Barnett		Title		Project Engineer					
Mailing Address		4755 SW Griffith Dr.		City		Beaverton	State	OR	Zip	97076	
Telephone		(503) 526-2592		Cell Phone		(503) 789-5642		Fax		(603) 350-4052	
Email				bbarnett@ci.beaverton.or.us				Website			

Project and Facility Information

Project Name		Pump VFD's		Facility County		Washington				
Site Address		13520 SW Hanson Rd. (Sorrento Pmp Stn)		City		Beaverton	State	OR	Zip	97007

Deadline to Reserve Incentives

To reserve the estimated incentive amounts for the Measures identified below, Participant must complete, sign and return this application by no later than **1/12/13**. Applications will be processed in accordance with Program requirements and Energy Trust incentive funding is subject to budget availability.

Section 1: Measure Summary and Incentive Calculations

A technical analysis study, incorporated and made a part of this agreement by this reference, was performed for Participant's site by **PGE-CTS (Enhanced Scoping Report)**, and is dated **11/28/2012**. Based on our review of this information, we have identified the following energy efficiency measures (Measures) as potentially eligible to receive Energy Trust incentive funds.

Measure	Estimated Gas Savings	Estimated Electric Savings	Estimated Cost of Measure	Estimated Incentive Amount
Pump VFD's and Flow Controls	0	85,319 kWh	\$ 96,746	\$ 27,302
Totals	Therms	85,319 kWh	\$ 96,746	\$ 27,302

Estimated incentives have been calculated in accordance with current program requirements and incentive levels. The actual incentive amount paid to Participant may be different than the estimated amounts listed in this application depending on the actual Measures installed and final costs; however, the maximum amount Energy Trust will ever be required to pay under this agreement is limited to the estimated amounts as set forth above.

Reviewed by	Ray Hawksley <i>Production Efficiency Technical Manager</i>	Signature		Digitally signed by Ray Date: 2012.11.28 13:31:47 -08'00'	Date	11/28/12
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Section 2: Schedule and Incentive Reservation Period (to be completed by Participant)

Participant will take the following actions to complete timely installation of the Measures and agrees to notify Energy Trust immediately of any delays to the project schedule or of any decision to abandon the project during the incentive reservation period.

Estimated Equipment Purchase Date	2/1/13	Estimated Installation Start Date	5/1/13
Estimated Installation Completion Date	6/30/13	Final Documentation Submission	10/31/13

INCENTIVE RESERVATION PERIOD. Once Participant signs and submits this form by the deadlines indicated, Energy Trust will reserve the estimated incentive amount for Participant for so long as Participant complies with the terms and conditions of this agreement and continues to make progress to complete timely installation of the Measure(s); provided however, that Energy Trust will not generally reserve incentives for longer than 24 months from the date of Participant's signature. Determination of appropriate progress rests solely with Energy Trust and if, at any point during the incentive reservation period, Energy Trust determines that Participant is not progressing appropriately and in good faith to complete timely installation of the Measures, the reserved incentive funds may be withdrawn. Should Participant still wish to receive incentives after a reservation withdrawal by Energy Trust, it will be necessary for Participant to submit a new application and any new application would be subject to the program requirements, including incentive funds availability and levels, in effect at the time of resubmittal.

Section 3: Additional Terms and Conditions

ELIGIBILITY/APPLICATION: To be eligible for this Energy Trust incentive, Participant must be eligible to participate in the Energy Trust Production Efficiency program and must be installing the Measures in (i) the electric service territory of Portland General Electric or Pacific Power or (ii) the natural gas territory of NW Natural or Cascade Natural Gas. This application must be filled out completely, truthfully and accurately. Participants are advised to retain a copy of this application and any accompanying documentation submitted to Energy Trust of Oregon, Inc. (Energy Trust). Energy Trust will not be responsible for lost documentation pertaining to this application request. Measure equipment or services purchased or contracted for prior to a Participant signing this *Form 420C* may not be included as project costs for the purposes of Energy Trust's incentive calculations.

MEASURE INSTALLATION: Participant represents that it has the right to perform the Measures on the property where the Measures will be performed and that any necessary consents have been obtained. Participant is solely responsible for implementing the Measures and for ensuring that all equipment purchased and work performed complies with all federal, state and local safety, building and environmental codes and any manufacturer instructions. Participant agrees to notify Energy Trust during the incentive reservation period of any changes or change orders issued to contractors or installers that will materially affect the installation costs or the anticipated savings of the Measures. Any such changes may result in decreased energy savings and/or a reduction of final incentive amount.

VERIFICATION: Reviews of technical work before, during, and after Measure installation are a critical part of Energy Trust's verification process and Participant agrees to provide Energy Trust and its representatives with reasonable access to (1) the project site, and (2) all technical documentation related to the Measures. Satisfactory completion of a post-installation inspection of the Measures must occur before any incentive payment will be issued. This inspection and verification is for program purposes only and no warranty is implied.

ACCESS/EVALUATION: Participant authorizes Energy Trust and its representatives to access energy usage data for the project's utility accounts at the physical address of the property. Participant will provide Energy Trust with such other reasonable assistance as may be necessary to obtain such information. Energy Trust and its representatives may also request access to the property where the Measures are installed and may review and evaluate the project during and after completion. Participant agrees to provide Energy Trust and its representatives with such access and will cooperate in Energy Trust's evaluation efforts.

PAYMENT: For approved applications, incentive funds will be paid upon (1) completion of the identified Measures as verified by an Energy Trust post-installation inspection, and (2) submission of a *Form 440C: Project Completion Certification* form along with all required final cost documentation for the completed Measures. Please allow 60 days from Energy Trust's receipt of all required information for delivery of the incentive payment, which will be made to Participant at the address listed herein. Failure to provide all required information may result in delay or withholding of payment.

FINAL COST DOCUMENTATION: Energy Trust has the right to request, and Participant agrees to provide Energy Trust and its representatives with, all final cost documentation necessary for Energy Trust to calculate Participant's actual incentive. Final cost documentation must itemize the equipment purchased and/or work performed for the Measure(s) and may include without limitation the following: (1) sales slips, purchase orders, or contracts for equipment or services ordered, (2) size, type, make, and model or part number of equipment purchased and the date of the equipment purchase and itemized price paid, (3) a detailed description of installation or other labor charges for the Measures showing the date the work was performed, name of the worker, hours worked, Measure installed and labor rate, and (4) documentation of any federal or state tax credits, discounts, rebates, incentives or other consideration received for the Measures that reduces the final costs incurred by Participant. Participant agrees to retain and Energy Trust reserves the right to review any final cost documentation related to the Measures for a period of 18 months following payment of any incentive funds.

ASSIGNMENT OF INCENTIVE PAYMENT BY PARTICIPANT: Participant may assign its right, title and interest in the incentive to which Participant may become entitled to another party in accordance subject to the terms and conditions set forth in the *Form 440C*. Notwithstanding such assignment, responsibility for complying with all terms and conditions of this agreement shall continue to rest solely with Participant, and Energy Trust's sole obligation under this agreement shall be to Participant.

TAX LIABILITY: Energy Trust is not responsible for any tax liability imposed on Participant as a result of payment of the incentives. Energy Trust is not providing tax advice, and any communication by Energy Trust is not intended or written to be used, and cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code.

NO ENDORSEMENT: Energy Trust does not endorse any particular manufacturer, contractor or product in promoting this program. The fact that the names of particular manufacturers, contractors, products or systems may appear on this application or elsewhere in the program does not constitute an endorsement. Manufacturers, contractors, products or systems not mentioned are not implied to be unsuitable or defective in any way.

INFORMATION RELEASE Participant agrees that Energy Trust may include Participant's name, Energy Trust services and resulting energy-savings in reports or other documentation submitted to the Energy Trust Board of Directors, the Oregon Public Utility Commission (OPUC), the Oregon Department of Energy, Oregon Housing & Community Services, or the Oregon Legislature. Energy Trust will treat all other information gathered in evaluations as confidential and report it only in the aggregate.

ASSIGNMENT/TERMINATION: Energy Trust may, at any time, assign its rights under this agreement to a third party when requested to do so by the OPUC under its grant agreement with Energy Trust (Grant Agreement). Upon 60 days' written notice, Energy Trust may terminate this agreement in the event that the Grant Agreement is terminated. Unless stated otherwise in this document, regardless of whether or not this application is approved, the terms and conditions shall survive the completion of any incentive payments provided to Participant hereunder.

DISCLAIMER / NO LIABILITY: Participant understands that, while Energy Trust may provide the funding for an incentive payment to the Participant, Energy Trust is not supervising work performed for Participant, nor is Energy Trust responsible in any way for proper completion of that work or proper performance of any equipment purchased. Participant shall independently evaluate any information provided by Energy Trust or its representatives related to the Measures. Energy Trust is simply providing funding to assist Participant in implementing energy efficiency Measures. Participant assumes the risk of any loss or damage(s) that Participant may suffer in connection with the installation of the Measures. Energy Trust does not guarantee any particular energy savings results by its approval of this application, or by any other of its actions. In no event will Energy Trust be liable for the failure of Participant to achieve energy savings, the operation of Participant's facilities, or any incidental or consequential damages of any kind in connection with this agreement or the installation of the Measures, and in no event shall Energy Trust's liability to Participant exceed the amount of any incentive owed.

HAZARDOUS MATERIALS: Energy Trust and its representatives shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials of any kind in connection with Participant's facility, including without limitation asbestos, asbestos products, PCBs, or other toxic substances.

GOVERNING LAW: This agreement shall be exclusively governed by and construed in accordance with the laws of the state of Oregon, without regard to any conflicts of laws rules thereof.

Section 4: Self Direction

(This section is applicable if Participant is eligible to self-direct portions of their conservation public purpose charge.)

SELF-DIRECTION: Incentive funding for the program is subject to the Energy Trust's policy on self-direction. A complete copy of the policy is available on our website at www.energytrust.org. If this facility (i) has been, or may qualify to be, certified by the Oregon Department of Energy (ODOE) as eligible to self-direct, (ii) is currently using self-direction credits against the conservation public purpose charge on its electric utility bill, or (iii) uses more than 8,760,000 kilowatt hours of electricity annually, then Participant is or may be eligible to self-direct and will need to select from the options below. If Participant does not make a selection, Energy Trust will calculate the incentive at the full standard amount and Participant will be subject to the OPTION 1 requirements. Participant is not allowed to apply for self-direction credits for any energy efficiency equipment or measures that receive Energy Trust incentive funds.

- Option 1:** Participant will not self-direct the conservation public purpose charge for the site, as designated by ODOE as of the date of this agreement, for a period of 36 months from the date of the Energy Trust incentive payment and will be eligible to receive the full incentive amount. If Participant begins self-directing the public purpose charge for the site during the 36 months, Participant must immediately notify Energy Trust and repay to Energy Trust a pro-rated repayment amount calculated as follows:
- Pro-Rated Refund Amount = $0.5 \times A \times B$
 A = total amount of Energy Trust incentives paid
 B = 36 minus the number of months elapsed since Energy Trust incentive payment date, divided by 36; OR
- Option 2:** Participant will continue to self-direct the conservation public purpose charge for the facility and will be eligible to receive half of the standard incentive amounts offered.



Agreement

By my signature below, I represent and warrant that (i) I am duly authorized to sign this agreement on behalf of Participant, (ii) I have completed this Form 420C completely, truthfully, and accurately to the best of my knowledge, and (iii) Participant has read, understands and agrees to the terms and conditions of this agreement.

Authorized Representative <i>PATRICK F. O'CLAIRE</i> <small>(printed name)</small> <i>MAJOR PRO-TEM</i>	Signature <i>Patrick F. O'Clair</i>	Date <i>11/30/2012</i>
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Fax transmission of any signed original document, and the retransmission of any signed fax transmission, shall be the same as delivery of the original signed document. Scanned original documents transmitted to Energy Trust as an attachment via electronic mail shall be the same as delivery of the original signed document. At the request of Energy Trust, Participant shall confirm documents with a facsimile transmitted signature or a scanned signature by providing an original document.

FOR MORE INFORMATION: Call 1-866-202-0576, and ask for the Production Efficiency program.

EXHIBIT 2

MEMORANDUM

City of Beaverton
Public Works Department

To: Mayor Doyle and City Councilors
From: Brion Barnett, Project Engineer
Date: April 12, 2013
Subject: Agenda Bill No. 13089: Sorrento Pump Station Improvements
Project – Bid Summary and Recommendation for Award of
Contract

The City received proposals from five firms, and a bid summary from the Finance Department is attached. Proposals were reviewed and staff has determined that Cherokee Construction Services of Vancouver, Washington, was the lowest responsive bidder (\$74,248). Staff recommends award of the construction contract for the Sorrento Pump Station Improvements Project to Cherokee Construction Services.

CITY OF BEAVERTON
BID SUMMARY
 CONSTRUCTION OF SORRENTO PUMP STATION IMPROVEMENTS PROJECT #2788-13B

TO: Mayor and City Council
 FROM: Purchasing Division

SUBJECT: Bid Opening
 WITNESSED BY: Brion Barnett

Bids were opened on APRIL 11, 2013, at 2:00PM in the Finance Conference Room

	VENDOR NAME CITY, STATE	Bid Proposal- Cert.	Bid Bond	Ack Addenda	Const. Sched Form	Bidder Responsibility Form	Grand Total
1	Cherokee Construction Services, Vancouver, WA	X	X	X	X	X	\$ 74,248.00
2	Cascade Waterworks, Salem, OR	X	X	X	X	X	\$113,100.00
3	Stettler Supply, Salem, OR	X	X	X	X	X	\$115,450.00
4	Schneider Equipment, St. Paul, OR	X	X	X	X	X	\$126,550.00
5	Oxbow Construction Troutdale, OR	X	X	X	X	X	\$127,427.00

The Purchasing process has been confirmed.

Signed: *Thomas L. Barnett*
 Purchasing/Division-Finance Dept.

The above amounts have been checked: YES NO

Date: 4/11/13