

# City of Brisbane

## Agenda Report

TO: Honorable Mayor and City Council

FROM: Karen Kinser, Deputy Director of Public Works

VIA: Randy Breault, Director of Public Works via Clayton Holstine, City Manager

SUBJECT: Glen Park Booster Pump Station Upgrade – Engineering Design Services and C/CAG San Mateo County Energy Watch Municipal Energy Efficiency Grant

DATE: April 5, 2018

### **City Council Goals:**

- (#2) To design infrastructure and public facilities to be efficient, cost effective and to contribute to the cohesion and character of the community.
- (#3) To maintain and improve infrastructure.
- (#8) To develop plans and pursue opportunities to protect natural resources.
- (#10) To promote intergovernmental opportunities that enhances services and/or reduces cost of operations and services to city residents.

### **Purpose:**

To approve a Task Order for the Engineering Design Services for the Glen Park Booster Pump Station Upgrade Project, and to approve the San Mateo County Energy Watch (SMCEW) Municipal Energy Efficiency Grant Funding Agreement with the City/County Association of Governments of San Mateo (C/CAG).

### **Recommendation:**

Approve Task Order No. 5 to the Agreement for Professional Services dated 7/14/16 with EKI Environment & Water, Inc. in the amount of \$380,000 for Engineering Design Services for the Glen Park Booster Pump Station Upgrade Project, and sign the Funding Agreement with C/CAG.

### **Background:**

The Glen Park Booster Pump Station does not meet criteria established in the City's Water System Master Plan for meeting the City's maximum-day demand to the pressure zone served by the pump station while meeting the fire-flow storage refill criteria. The Glen Park Booster Pump Station Upgrade Project will (1) expand the pump station capacity to satisfy maximum-day demands and

fire-flow storage refill criteria and (2) replace aging equipment to improve service reliability and optimize energy efficiency.

Staff submitted a grant application for the SMCEW program as an opportunity for both supplemental funding and to ensure that energy efficiency is incorporated from the earliest phase of the project. To ensure the competitiveness of our grant application, the scope of work for that application included the city's commitment to pursue a no-cost energy audit of the Mission Blue Center, which had not been included in the 2014 round of citywide energy audits.

**Discussion:**

California Government Code §4526 requires the selection of professional engineering services to be made "... on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required".

The City has engaged EKI Environment & Water starting in 2014 and based on a satisfactory experience with work performed by EKI Environment & Water under the current agreement, and based on the unique in-depth knowledge EKI has gained on this particular project, staff developed a Scope of Work for this current Task Order, and then negotiated content and final price with EKI as presented in Attachment A.

**Fiscal Impact:**

The cost of the Glen Park Booster Pump Station Upgrade was included in the city issued bonds for water and sewer utility projects in June 2015. Cash for the work resides in Fund 545, Utility Capital. The \$20,000 C/CAG grant funds supplement City bond funds for the design phase of the project.

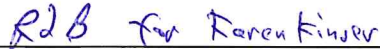
The audit of Mission Blue Center is available at no cost to the City through SMCEW.

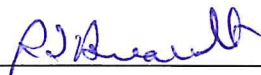
**Measure of Success**

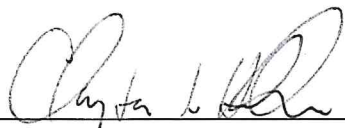
Completion of bid-ready plans and specifications for the Glen Park Pump Station Improvement Project, and an Energy Audit Report for Mission Blue Center with a proposed timeline and funding plan for implementation of recommended energy upgrades.

**Attachments:**

- A. Task Order 5 – Engineering Design Services for the Glen Park Booster Pump Station Upgrade Project
- B. Funding Agreement between City/County Association of Governments and the City of Brisbane

  
Deputy Director of Public Works

  
Director of Public Works/City Engineer

  
City Manager

**Attachment A**

**Task Order 5 – Engineering Design Services for the  
Glen Park Booster Pump Station Upgrades Project**

6 March 2018

To: Gerald Flanagan, P.E.  
Senior Civil Engineer - Utilities  
City of Brisbane  
50 Park Place  
Brisbane, CA 94005-1310

From: Matthew Zucca, P.E., EKI Environment & Water, Inc.  
Jonathan Sutter, P.E., EKI Environment & Water, Inc.

Subject: **Task Order 5 – Engineering Design Services for the Glen Park Pump Station Upgrades Project**  
City of Brisbane, California  
(EKI B60053.00)

EKI Environment & Water, Inc. (EKI) is pleased to submit Task Order No. 5 under our Agreement with City of Brisbane (City) for Professional Services dated 14 July 2016 for Engineering Design and Program Management Services. Task Order No. 5 includes engineering services for the design of the Glen Park Pump Station Upgrades Project (Project). The proposed scope of work, cost proposal, and preliminary schedule for Task Order No. 5 is provided below.

## **BACKGROUND**

The Glen Park Pump Station (Pump Station) is a potable water booster pump station located at the City's Glen Park Tank Site (Site). In addition to the pump station and its backup generator, the Site includes two 200,000-gallon water storage tanks. The Glen Park Pump Station is a critical component of the City's potable water distribution system, pumping from Zone 2 to serve residents and fill the Margaret Tank located in Zone 3A, the highest-pressure zone in the City's system. The Pump Station, originally designed and built in the late 1970s, includes (1) two 60-horsepower (hp), constant speed, centrifugal pumps and electrical and supervisory control and data acquisition (SCADA) equipment housed in an approximately 140 square foot (sf) concrete masonry unit building and (2) a backup generator installed on a concrete pad. The existing pump station firm capacity is 640 gallons per minute (gpm) with one pump running and one standby pump. The City's Master Plan recommends expanding the firm capacity to approximately 1,600 gpm to meet the Margaret Tank filling requirement.

## **PROJECT UNDERSTANDING**

Currently, the Glen Park Pump Station does not meet criteria established in the City's Water System Master Plan (Master Plan) for filling the Margaret Tank. The Project will (1) expand the pump station capacity to satisfy maximum day demands and fire-flow storage Master Plan criteria and (2) replace aging equipment to improve service reliability and energy efficiency. The Glen Park Pump Station must also be sized to provide required fire flows at the highest elevations of Zone 3A.

The existing electrical equipment, emergency generator, and SCADA instrumentation requires replacement to accommodate the expanded pumping capacity and improve system efficiency,

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Formerly known as Erler & Kalinowski, Inc.

Preliminary Design Report (PDR). The outcome of the Concept Review Workshop is to have selected a single Pump Station alternative that will be the basis for subsequent design.

- *Design Review Workshops:* EKI will prepare for, attend, and facilitate design review workshops with the City at the PDR, 60%, 90%, and 100% design milestones. In our experience, a meeting between the design engineer and the client to review the submittal allows the design engineer to respond immediately to the client's questions and comments typically resulting in fewer review comments on future submittals.

For each meeting, EKI will prepare agendas and compile meeting minutes to memorialize findings and decisions.

- Budget Monitoring: EKI will update the City of ongoing expenditures as part of our regular monthly billings. The Project Manager will prepare a Progress Summary Report with each invoice that summarizes progress made during the billing period, problems identified or anticipated, activities scheduled for the next reporting period, results of significant activities, as well as general progress status. The report will be accompanied by a table summarizing current and cumulative project expenditures, total approved budget, estimated cost at project completion, and any variance in planned budget.
- General project communication and administration: EKI's Project Manager will participate in bi-weekly status calls or emails to the City's project manager to provide progress updates and discuss issues and interim findings. EKI will also track and maintain action, decision, and risk logs.

EKI will also implement quality assurance and quality control (QA/QC) during the Project. As part of our QA/QC tasks, we will conduct an internal Concept and Criteria Review (C&CR) at an early stage of the design process. The C&CR is an important quality control tool that gives the team an early opportunity to review the project concepts with experienced design and construction staff. Costs for QA/QC, including the C&CR, are included in the subsequent tasks.

For the purpose of preparing this Scope of Work, EKI has assumed that this City will coordinate and prepare meeting materials for any public outreach meetings for the project and EKI's assistance in preparation for or attendance at such meetings will not be needed. Should the City desire EKI's assistance, such services can be provided associated with a commensurate adjustment of the scope and budget.

Deliverables: Electronic copies of the project schedule and meeting agendas and minutes (provided within 5 days after the meeting has occurred).

## **Task 2 – Site Investigation and Data Collection**

Prior to beginning the preliminary design, our team will perform a site investigation and data collection and review to support the design. Specific site investigation and data collection tasks are as follows:

- As-Built Data Review: EKI will request and review of available record drawings and as-built information for the existing pump station and associated facilities. This task includes evaluating

and City preferences. Decisions made at this Concept Review Workshop (included in Task 1) will serve as the basis for initiating the preliminary design.

We propose the following tasks and evaluations, which will be presented in the PDR:

- Pump Station Hydraulics and Design Criteria Review: EKI will review the pumping capacity criteria established in the Master Plan and the water system hydraulic modeling results to confirm the pump station sizing criteria.
- Pump Type Evaluation: EKI will evaluate two potential pump types for the Project and present our findings and recommendations in the PDR. The evaluation will be based on the energy efficiency criteria established in Task 3, space constraints, and estimated capital and operations costs. EKI will consider the potential benefits of both custom and packaged pump station designs. EKI will qualitatively consider both capital and operating costs and benefits and will also contact potential packaged pump station suppliers to help identify potentially suitable vendors.
- Evaluate Access Requirements: EKI will work with City operations staff to develop Site access requirements for the final pump station, including space need for vehicles and maintenance.
- Preliminary Surge Evaluation: EKI will perform a preliminary surge analysis using the nomograph-based approach to assess the need for surge-protection devices such as surge tanks or air vessels to reduce extreme pressures to within acceptable limits. This approach uses parameters that describe the system (i.e., flow, pipe diameter, length to storage tank, etc.) and a series of charts to determine a preliminary surge tank size. We assume that more complicated transient modeling will not be required.
- Emergency Generator Sizing: Based on the preliminary pump design, EKI will evaluate the sizing alternatives for an emergency generator and potential placement locations at the Site.
- Initial PG&E Coordination: EKI will begin discussions with Pacific Gas & Electric (PG&E) to determine the capacity of the existing service and discuss potential PG&E requirements including new transformer and new metering facilities, preferred locations, and access requirements. If the PG&E electrical service is inadequate to meet the power requirements of the proposed pump station, EKI will promptly inform the City. EKI has assumed that any permit application or other fees will be billed to and paid by the City.
- Drawings: EKI will develop the following preliminary drawings based on the results of the Concept Review Workshop (e.g., whether to repurpose and expand or demolish and replace the existing building):
  - A Site layout plan,
  - A mechanical plan, and
  - A single line electrical diagram.
- Sequence of Construction: EKI understands that the pump station cannot be taken offline for longer than approximately 24 hours at any one time. As part of developing the PDR, EKI will consider potential construction sequencing strategies that either (1) keeps the existing pump station in service while the new pump station is being constructed or (2) requires the contractor to install a temporary pumping system during construction. This decision will influence whether the existing building can be repurposed. EKI will present the benefits associated with these



building. If required, design of retrofitting the existing building can be provided with a commensurate adjustment of the scope and budget.

The anticipated list of construction drawings for the Project is presented in the table below.

SHEET	TITLE	SHEET	TITLE
G-1	Title Sheet, Vicinity Map, Location Map & Drawing List	S-1	Pump Station Building Foundation and Top Plans
G-2	Abbreviations and General Notes	S-2	Pump Station Building Section and Details
G-3	Design Criteria, Piping Notes, Symbols, & Schedule	S-3	Pump Station Building Details
C-1	Existing Site Plan	S-4	Standby Emergency Generator Slab on Grade
C-2	Demolition Site Plan	S-5	Retaining Wall Plans, Sections and Details
C-3	Proposed Site Plan	M-1	Temporary Pump Station Plan and Sections
C-4	Piping Plan	M-2	New Pump Station Plan and Sections - 1
C-5	Drainage Improvements Plan	M-3	New Pump Station Plan and Sections - 2
C-6	Site Piping Connection Details	M-4	New Surge Tank Plan and Section
C-7	Civil Details 1	M-5	Mechanical Details 1
C-8	Civil Details 2	M-6	Mechanical Details 2
GS-1	Structural General Notes	GE-2	Electrical Installation Details
GS-2	Structural General Notes, Abbreviations and Legend	E-1	Electrical Site Plan
GS-3	Structural Standard Details – Concrete I	E-2	Pump Station Electrical Single-Line Diagram
GS-4	Structural Standard Details – Concrete II	E-3	Electrical Equipment Elevations and Grounding Schematic
GS-5	Structural Standard Details – Masonry	E-4	Pump Station Electrical Power, Control, & Signal Plan
GS-6	Structural Standard Details – Grating and Cover Plates	E-5	Pump Electrical Schematics
		E-6	Communications Diagram
		E-7	Electrical Schedules

#### Front End and Technical Specifications

EKI will prepare the specifications utilizing the City's standard general conditions and front-end specifications. EKl will review pertinent City-supplied specifications and develop supplemental general conditions for the Project based on Engineers Joint Contract Development Committee (EJCDC) general conditions.

Additionally, EKl will develop technical specifications using the Construction Specifications Institute (CSI) format.

#### ***Subtask 5A – 60% Design***

Following completion of the PDR Review Meeting, EKl will incorporate the City's review comments and prepare the 60% Design Submittal. The 60% Design Submittal will include:

- Design drawings
- Key equipment technical specifications
- Updated OPC

- Formal City or County permit review, Title 24 energy calculations, and completion of forms will not be required.
- Design will comply with the requirements of the 2016 California Building Code.
- Special foundations systems (e.g., piers/piles) are not required and are not included within the Scope of Work.
- Upgrade of the existing electrical service will be required and new coordination and design is included in the Contract Documents. Any engineering fees to the Power Company shall be paid for by Others (Owner or Construction Contractor).
- Performing arc-flash or other power analysis studies are not included.
- Final signed and stamped contract documents, CEQA documentation, bid support, and engineering services during construction are not included.

### PROJECT SCHEDULE

EKI is available to initiate work upon receiving authorization from the Client. The scope of services will be completed based upon a mutually agreeable time schedule. EKI anticipates that the above scope of work can be completed within ten (10) months from authorization to proceed.

### COMPENSATION

Based on the above understanding, scope, assumptions, and our conversations and e-mails with the City, we propose to provide engineering services on a lump sum basis. Invoices for each listed tasks/subtask will be submitted at the time the associated task/subtask deliverable is submitted to the City. Each task/subtask and its associated deliverable and fee is listed in the table, below.

Task	Description	Deliverable	Fee
1A	Develop Project Schedule/General Project Administration & Coordination	Project Schedule	\$ 6,800
1B	Project Kickoff Meeting/General Project Administration & Coordination	Project Kickoff Meeting Minutes	\$ 5,900
1C	Concept Review Workshop/General Project Administration & Coordination	Concept Review Workshop Minutes	\$ 7,600
2A	Field Visit, As-Built Review, Topographic Surveying	Topographic Survey Base Map	\$ 16,100
2B	Utility Locating, Geotechnical Investigation, Geotechnical Report	Geotechnical Report	\$ 15,200
3	Preparation of Energy Efficiency Evaluation	Energy Efficiency Evaluation Technical Memorandum	\$ 12,300
4A	Preparation of Draft Preliminary Design Report (PDR)	Draft PDR	\$ 45,400
4B	PDR Review Workshop/General Project Administration & Coordination	PDR Review Workshop Minutes	\$ 7,600
4C	Preparation of Final PDR	Final PDR	\$ 8,100
5A-1	Preparation of 60% Design Submittal	60% Design Submittal	\$ 132,700



Client/Address: City of Brisbane  
Gerald Flanagan, P.E.  
City of Brisbane - 50 Park Place  
Brisbane, CA 94005-1310



Proposal/Agreement Date: 23 February 2018

EKI Project # B8-002

**SCHEDULE OF CHARGES FOR EKI ENVIRONMENT & WATER, INC. <sup>1</sup>**

**1 January 2018**

<u>Personnel Classification</u>	<u>Hourly Rate</u>
Officer and Chief Engineer-Scientist	280
Principal Engineer-Scientist	270
Supervising I, Engineer-Scientist	260
Supervising II, Engineer-Scientist	250
Senior I, Engineer-Scientist	238
Senior II, Engineer-Scientist	225
Associate I, Engineer-Scientist	213
Associate II, Engineer-Scientist	199
Engineer-Scientist, Grade 1	185
Engineer-Scientist, Grade 2	175
Engineer-Scientist, Grade 3	160
Engineer-Scientist, Grade 4	140
Engineer-Scientist, Grade 5	124
Engineer-Scientist, Grade 6	109
Technician	100
Senior GIS Analyst	128
CADD Operator / GIS Analyst	113
Senior Administrative Assistant	125
Administrative Assistant	99
Secretary	82

**Direct Expenses**

Reimbursement for direct expenses, as listed below, incurred in connection with the work will be at cost plus ten percent (10%) for items such as:

- a. Maps, photographs, reproductions, printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, drillers, laboratories, and contractors.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Special fees, insurance, permits, and licenses applicable to the work.
- e. Outside computer processing, computation, and proprietary programs purchased for the work.

A Communication charge for e-mail access, web conferencing, cellphone calls, messaging and data access, file sharing, local and long distance telephone calls and conferences, facsimile transmittals, standard delivery U.S. postage, and incidental in-house copying will be charged at a rate of 4% of labor charges. Large volume copying of project documents, e.g., bound reports for distribution or project-specific reference files, will be charged as a project expense as described above.

Reimbursement for company-owned automobiles, except trucks and four-wheel drive vehicles, used in connection with the work will be at the rate of sixty cents (\$0.60) per mile. The rate for company-owned trucks and four-wheel drive vehicles will be seventy-five cents (\$0.75) per mile. There will be an additional charge of thirty dollars (\$30.00) per day for vehicles used for field work. Reimbursement for use of personal vehicles will be at the federally allowed rate plus fifteen percent (15%).

CADD Computer time will be charged at twenty dollars (\$20.00) per hour. In-house material and equipment charges will be in accordance with the current rate schedule or special quotation. Excise taxes, if any, will be added as a direct expense.

Rate for professional staff for legal proceedings or as expert witnesses will be at a rate of one and one-half times the Hourly Rates specified above.

The foregoing Schedule of Charges is incorporated into the Agreement for the Services of EKI Environment & Water, Inc. and may be updated annually.

<sup>1</sup> Formerly known as Erler & Kalinowski, Inc.

**Attachment B**

**Funding Agreement between**

**City/County Association of Governments and the City of Brisbane**

**FUNDING AGREEMENT BETWEEN  
CITY/COUNTY ASSOCIATION OF GOVERNMENTS  
AND THE CITY OF BRISBANE**

This Agreement entered this \_\_\_\_ Day of \_\_\_\_ **2018**, by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a joint powers agency whose members include the County of San Mateo and the twenty incorporated cities and towns within San Mateo County, hereinafter called "C/CAG," and the City of Brisbane, hereinafter called "CITY"

**WITNESSETH**

**WHEREAS**, on October 12, 2017, C/CAG approved the San Mateo County Energy Watch (SMCEW) Municipal Energy Efficiency Call for Projects for awarding competitive grant funding to member agencies; and

**WHEREAS**, the purpose of the grant program is to encourage C/CAG member agencies to implement energy efficiency projects that reduce energy consumption, ongoing operational costs, and greenhouse gas emissions; and

**WHEREAS**, the CITY submitted a grant proposal that was approved for funding by the C/CAG Board via Resolution 18-06; and

**WHEREAS**, the C/CAG Board authorized its Chairperson to execute funding agreements with member agencies under the grant program;

**NOW, THEREFORE, IT IS HEREBY AGREED** by the parties as follows:

1. **Project to be committed to or implemented by CITY.** In consideration of the payments hereinafter set forth, the CITY shall 1) commit to and, 2) implement the proposed SMCEW Municipal Energy Efficiency Project approved for grant funding (hereinafter called the "PROJECT") in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A attached hereto and by this reference made a part hereof. C/CAG assumes no ownership, operations, or maintenance obligations in exchange for providing the specified grant payments.
2. **Payments.** In consideration of the CITY achieving Tier 1 milestone (in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, C/CAG shall make payments to CITY as the milestone is met and as described in Exhibit A, in a total amount not to exceed twenty thousand dollars (\$20,000). Payments are for staff work on PROJECT implementation, including for CITY or consultant staff efforts related to facility audits, audit findings review meetings, presentations to City or Town Council, development or review of equipment specifications, etc. Reimbursement requests shall include a report summarizing the CITY's activities related to meeting the milestones.
3. **Contract Term.** This Agreement shall be in effect as of February 8, 2018 and shall terminate upon the completion of all payments by C/CAG in accordance with Section 2, or on December 31, 2018 whichever is later; provided, however, C/CAG may terminate this Agreement at any time for any reason by providing 30 days' written notice to CITY. Termination to be effective on the date specified in the notice.

4. **Relationship of the Parties.** It is understood that this is an Agreement by and between Independent Contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
5. **Non-Assignability.** CITY shall not assign this Agreement or any portion thereof to a third party without the prior written consent of C/CAG, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
6. **Hold Harmless/ Indemnity.** CITY shall indemnify and save harmless C/CAG, its agents, officers, and employees from all claims, suits or actions resulting from willful misconduct or negligence of CITY or its agents, officers, or employees relating to this Agreement. The duty to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.
7. **Insurance.** CITY or its subcontractors performing the services on behalf of CITY shall not commence work under this Agreement until all insurance required under this section has been obtained. CITY shall furnish C/CAG with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the CITY's coverage to include the contractual liability assumed by CITY pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.

Workers' Compensation and Employer Liability Insurance: the CITY shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage.

Liability Insurance: CITY shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect CITY, its employees, officers and agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by CITY or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than \$1,000,000 unless another amount is specified below and shows approval by C/CAG Staff.

Required insurance shall include:

	Required Amount	Approval by C/CAG Staff if under \$ 1,000,000
a. Comprehensive General Liability	\$ 1,000,000	_____
b. Workers' Compensation	\$ Statutory	_____

C/CAG and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to C/CAG, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if C/CAG, or its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the C/CAG Chairperson, at his/her option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. **Non-discrimination.** The Contractor and any subcontractors performing the services on behalf of the Contractor shall not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.
11. **Compliance with All Laws.** Contractor shall at all times comply with all applicable laws and regulations, including without limitation those regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.
12. **Access to Records.** C/CAG, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of CITY which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. CITY shall maintain all required records for five (5) years after C/CAG makes final payments and all other pending matters are closed.
13. **Merger Clause.** This Agreement, including Exhibit A attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this Agreement are not binding. All subsequent modifications shall be in writing and signed by the C/CAG Chairperson. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A attached hereto, the terms, conditions or specifications set forth herein shall prevail.
14. **Governing Law.** This Agreement shall be governed by the laws of the State of California, without regard to its choice of law rules, and any suit or action initiated by either party shall be brought in the County of San Mateo, California.
15. **Notices.** All notices or other communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at their respective addresses as follows:

C/CAG:                   Attn: Kim Springer, Resource Conservation Programs Manager  
City/County Association of Governments of San Mateo County  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063

CITY: Attn: Karen Kinser, PE, Deputy Director of Public Works  
City of Brisbane  
50 Park Place  
Brisbane, CA 94005



IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year first above written.

**CITY of BRISBANE**

By \_\_\_\_\_

\_\_\_\_\_  
Date

By Michael H. Rouse  
CITY Legal Counsel

**CITY/County Association of Governments (C/CAG)**

By Alicia C. Aguirre  
Alicia C. Aguirre  
C/CAG Chair

2/8/18  
Date

C/CAG Legal Counsel

By Nirit Erickson  
Nirit Erickson, C/CAG Counsel

**EXHIBIT A**

**SCOPE OF WORK**

## EXHIBIT A

### San Mateo County Energy Watch Municipal Energy Efficiency Call for Projects

**Jurisdiction:** City of Brisbane

**Project Title:** Glen Park Pump Station Design for Efficiency and Mission Blue Center Audit

**Project Description** (description of proposed work as detailed in the project proposal):

The Glen Park Water Pump Station is a potable water facility in the City of Brisbane which includes a small pump station and two 200,000 gallon tanks. The Glen Park Station in Zone 2 is one of the most critical sites in the system, serving residents in the zone and pumping to the City's highest Zone 3 facility serving customers up to an elevation of approximately 500'.

The approximately 140 sf pump station was designed and built in the late 1970s. It includes two 60 hp centrifugal pumps with full voltage "hard start" and limited instrumentation. The simple design does not provide monitoring or protection of the motors from pressure variances, or controls to improve system efficiency or respond to Time of Use rates.

The project aims to upgrade the facility for increased efficiency and system resiliency. City staff expects it will include replacing existing pumps with two 75 hp pumps or three 50 hp pumps; due to the limited footprint of the station and the existing system hydraulics, the design options, including Variable Frequency Drive, may be limited and must be carefully considered. The design should consider motor efficiencies, including variable speed on/off or "soft start", as well as improved monitoring and logic controls to protect equipment and provide additional opportunities for energy, water and cost savings.

City staff are working with PG&E and their third-party-provider, Lincus, regarding potential participation in the Water Infrastructure System Efficiency (WISE) Program. This program would include a system-wide audit and pump efficiency tests to inform high-level recommendations for the local potable water system as a whole. These findings would provide a conceptual basis for the Glen Park Station upgrade, as well as a planned SCADA (Supervisory Control and Data Acquisition) upgrade in the near future and planned upgrades to other stations in the longer term. The City's consultant, EKI, would review the WISE findings for site-specific feasibility and integrate the recommendations with the goals of the City's Master Plan to complete the conceptual design phase.

In addition to pursuing the design of this previously-identified energy efficiency measure, staff will pursue an audit through Energy Watch / Ecology Action of the city-owned facilities which were omitted from the 2014 audit, primarily the interior of the Mission Blue Center. Additionally, staff will revisit unperformed actions from the 2014 audit to determine their current feasibility, implement two low-cost measures identified for the exterior/site at Mission Blue, and lay the groundwork for inclusion of additional upgrades in future city budgets or Capital Improvement Plans.

**Project Timeline** (as detailed in the project proposal):

Within 60 days of contract execution, staff will review and transfer data and recommendations from WISE to the consultants at EKI and finalize EKI's project scope. EKI will provide a conceptual design draft by August. Staff review and EKI preparation of final memorandum will be complete by December 2018.

## EXHIBIT A

Meeting with the SMCEW / Ecology Action team and performing the Mission Blue Center audit will proceed as soon as possible upon execution of a funding agreement, anticipated in March or April.

Further milestones would depend on the upgrades recommended and their costs. Some, including the two low-cost measures identified in the 2014 audit, may be recommended in the City's FY2018-19 budget and implemented following the start of the new fiscal year in July. More substantial projects would be investigated for funding opportunities or considered for later Capital Improvement Project budgets. Staff would make a recommendation for next steps on all suggested projects through the audit by the end of 2018.

### **Project Deliverables Required for Milestone Payment**

#### **Energy Audit and Information Gathering**

Before requesting the Tier 1 Milestone Payment, the City of Brisbane must first take action to gather information on energy efficiency opportunities in the City's facilities. The City must report the Energy Audit and Information Gathering activities in the Tier 1 Milestone Report. The City must take the following steps:

#### *Schedule Mission Blue Center Energy Audit:*

The City of Brisbane must have an energy audit completed by April 30, 2018.

#### *Energy Audit Recommendations Review:*

The SMCEW team will provide the Mission Blue Center energy audit report within one month of the energy audit. The City of Brisbane must review the Mission Blue Center energy audit report and the 2014 energy audit report and identify and prioritize the recommended measures. The SMCEW team is available to support the City throughout this process.

#### *Project Kickoff Meeting:*

The SMCEW team will schedule a kickoff meeting with City of Brisbane staff to review the City's priorities and finalize additional project scopes.

### **Tier 1 Milestone Payment - \$20,000**

To receive the Tier 1 Milestone Payment, the City of Brisbane must commit to complete the Project and submit a Tier 1 Milestone Report by December 31, 2018. To meet this milestone, the City does not have to complete the Project by December 31, 2018.

The City is required to demonstrate commitment for the Glen Park Pump Station Project. The City is encouraged to commit to other energy efficiency measures identified during the energy audit process.

The Tier 1 Milestone Report should include:

1. Invoice for Tier 1 Milestone Payment.
2. Narrative summarizing the steps taken to obtain approval for the Project. The City should include the Mission Blue Center Energy Audit report as an attachment and a summary of the City's prioritized measures from the Mission Blue Center energy audit and the 2014 energy

## EXHIBIT A

audit. Other examples include, meetings with key staff, analyzing financing options, presentations to City staff, etc.

3. Proof of Project funding approval by the appropriate level of management per the City's procurement rules. For example, a final Memorandum of Understanding with EKI for the Glen Park Pump Station Project. Other examples include authorized resolution by City Council or signed letter by City Manager or City Council.
4. Timeline for Project implementation.