

AGENDA

**ENGINEERING COMMITTEE MEETING
LEUCADIA WASTEWATER DISTRICT**
Tuesday October 6, 2015 – 8:30 a.m.
1960 La Costa Avenue, Carlsbad, CA 92009

1. **Call to Order**
2. **Roll Call**
3. **Public Comment**
4. **New Business**
 - A. Authorize the General Manager to execute Task Order No. 25 with Infrastructure Engineering Corporation (IEC) for engineering design services for the Village Park No. 5 Pump Station Replacement Project in an amount not to exceed \$109,876. (Pages 2 – 8)
 - B. Authorize the General Manager to execute a sole source Agreement for professional services with Data Net Solutions Group, Incorporated for information systems support services in an amount not to exceed \$48,600 over an initial three year period. (Pages 9-21)
 - C. Discuss recycled water fill stations. (Page 22)
 - D. Discuss District access to gravity pipeline near Interstate 5 through California Department of Transportation right of way. (Page 23)
5. **Information Items**
6. **Director's Comments**
7. **General Manager's Comments**
8. **Adjournment**

MEMORANDUM

DATE: October 1, 2015
TO: Engineering Committee
FROM: Paul J. Bushee, General Manager 
SUBJECT: Village Park No. 5 Pump Station Replacement Project – Engineering Design Services

RECOMMENDATION:

Staff requests that the Engineering Committee recommend that the Board of Directors:

1. Authorize the General Manager to execute an agreement with Infrastructure Engineering Corporation (IEC) for engineering design services for the Village Park No. 5 Pump Station Replacement Project in an amount not to exceed \$109,876.
2. Discuss and take other action as appropriate.

DISCUSSION:

Tactical Goal: Infrastructure and Technology / Village Park No. 5 Pump Station Replacement

In April 2014, Infrastructure Engineering Corporation (IEC) completed the District's pump station assessment, which is one component of the District's Asset Management Plan implementation process.

The Village Park No. 5 (VP5) Pump Station was constructed in 1974 and has been rehabilitated several times over its life. VP5 is a Smith & Loveless packaged pump station, which means that the wet well, dry well and pumps are prefabricated and essentially buried in place.

Due to the age of the facility, IEC's evaluation included two options: 1) rehabilitate VP5 or 2) replace the facility entirely with a submersible pump station. Submersible pump stations do not have a dry well/wet well configuration and the pump and motor unit are designed to be submersed into the wet well. In recent years the District has replaced the Avocado and Diana Smith & Loveless facilities with submersible pump stations and is planning to do the same with the Saxony Pump Station.

IEC estimated that the construction cost to rehabilitate the station is \$774,000, whereas the cost to replace it with a submersible station is \$990,000. If design costs are included, the overall cost differential is \$230,000. Although more expensive in the short-term, IEC and staff have concluded that replacing VP5 with a submersible station is the best option for the District. Staff is recommending this option for the following reasons:

- VP5 is nearing the recommended 50 year life for the Smith & Loveless metallic wet well and dry well
- The mechanical equipment needs to be replaced
- The electrical components require upgrade
- The submersible pump station will provide a safer environment for field service staff

- Replacement will eliminate dependency on Smith & Loveless as a sole source vendor for pump station material and equipment
- Submersible pump stations are easier, safer and more efficient to maintain and operate
 - The drywell of the Smith & Loveless pump station is very confined making routine maintenance and replacement more difficult

Staff believes that the advantages of replacing the station that are described above outweigh the additional expense and will require less maintenance and associated cost over the long-term.

Design Services:

To proceed with this project, staff requested that IEC submit a proposal for project design. IEC submitted their proposal, attached, to complete the design. The Scope of Work includes:

- Task 1 – Project Management and Administration
IEC will attend two coordination meetings, a kick-off meeting and a basis of design review meeting. Additional coordination will be addressed via e-mail and telephone.
- Task 2 – Survey
IEC will perform a limited site survey to develop a surface profile for the existing pump station site and survey site facilities not already included in previous site surveys.
- Task 3 – Basis of Design Memorandum
IEC will prepare a basis of design memorandum documenting the assumptions and design criteria used in developing the proposed pump station site layout.
- Task 4 – Final Design
IEC will prepare one bid package. Plans, specifications, calculations and an engineer's opinion of probable construction cost will be submitted at the 90%, 100% and Final Design levels.

IEC proposed fee for design services is \$109,876 which includes services to support project design, such as electrical engineering subcontractor services. This fee is 11% of the estimated construction cost. Staff believes the proposal is fair and reasonable. Therefore, staff recommends that the Board authorize the General Manager to execute an agreement with IEC for engineering design services for the VP5 Pump Station Replacement Project.

FISCAL IMPACT:

Staff appropriated funds in the Fiscal Year 2016 Budget for this project. The budget contains sufficient funds to cover the design services to be provided under this agreement.

rjm:PJB

Attachment



September 21, 2015

Mr. Robin Morishita
Leucadia Wastewater District
1960 La Costa Avenue
Carlsbad, California 92009

RE: Proposal for Engineering Services for the Village Park 5 Pump Station Replacement

Dear Mr. Morishita:

Infrastructure Engineering Corporation (IEC) is pleased to provide the Leucadia Wastewater District with this proposal for Engineering Services for the Village Park 5 (VP5) Pump Station Replacement Project. The proposed scope of services and fee is based on discussions with District staff, and the recommendations from the 2014 pump station assessment report.

PROJECT BACKGROUND AND APPROACH

In the 2014 Pump Stations Assessment Report prepared by IEC, dated January 2013, it was recommended that the District consider systematically replacing the existing Smith and Loveless packaged pump stations with new submersible pump stations in order to provide a safer working environment for District staff, and to simplify pump station maintenance and operation.

We have prepared this scope and approach to provide design services for the VP5 Pump Station Replacement. We anticipate submittals will include a Basis of Design Memorandum with 50% drawings, and 90%, 100% and final submittals with calculations, plans, specifications and engineer's opinion of probable construction cost.

Basis of Design Memorandum/50% Drawings

Issues to be addressed in the basis of design memorandum include the following:

- Review of pump station influent flows and expected ultimate flows via review of the District's long range planning documents, and coordination with District staff.
- Sizing of wet well considering peak influent wet weather flows as determined per above bullet point, calculation of wet well retention time.
- Sizing and selection of pumps including evaluation of utilizing new submersible chopper pumps.
- Techniques to minimize grease accumulation and ragging issues.
- Construction phasing including the necessity and length of proposed bypass pumping operations and required shutdowns. It is assumed that the project will include a parallel construction of a new pump station to minimize pump station bypassing operations. However, if lack of space precludes this option we will consider a phased bypass and pump station replacement in place.
- Pump station site layout and 50% drawings.

Design Assumptions

The following design assumptions have been taken into consideration in drafting our scope and approach:



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- IEC intends to utilize existing site survey and right-of-way mapping from the Satellite Pump Stations and Force Mains Project. However, since the existing survey does not cover the eastern portion of the pump station parcel, we recommend that a supplementary survey be performed to extend the existing survey to the full extent of the pump station site.
- IEC recommends a new geotechnical boring be performed onsite to a depth of 25' to support design recommendations for the new pump station wet well and valve vault. This boring is recommended to supplement design recommendations already included in the existing geotechnical report for the Satellite Pump Stations and Force Main Replacement Project that included multiple shallower borings in support of the VP5 force main replacement.
- It is assumed that the project will include a parallel construction of a new pump station to minimize pump station bypassing operations. However, if lack of space precludes this option we will consider a phased bypass and pump station replacement in place.
- It is assumed that the pump station horsepower capacity will not be increased and the existing emergency generator and automatic transfer switch will remain in place.
- It is assumed that the new construction will not include an emergency overflow basin due to site space limitations. This assumption will be reviewed during the basis of design memorandum, but final design of an emergency overflow basin is not included in our scope.
- The pump station wet well and valve vault are proposed to be pre-cast and structural design of these facilities is not included in our scope.
- CEQA determination and environmental services are not included.
- Permitting assistance is not included.

SCOPE OF SERVICES

The following detailed scope of services describes the specific tasks and deliverables that will be performed.

Task 1 – Project Management and Administration

In order to expedite the project, we anticipate two coordination meetings will be required during the project, a kick-off meeting and a basis of design review meeting. Additional coordination, project status reports and schedule updates will be addressed via e-mail and telephone.

Task 2 – Survey

IEC will perform a limited site survey to develop a surface profile for the existing pump station site and survey site facilities not already included in the existing site survey from the Satellite Pump Station Project including site fencing, gate dimensions, and the existing emergency generator.

Task 3 – Basis of Design Memorandum

IEC will prepare a basis of design memorandum documenting the assumptions and design criteria used in developing the proposed pump station site layout. Issues to be addressed in the basis of design memorandum include the following:

- Review of pump station influent flows and expected ultimate flows via review of the District's long range planning documents and coordination with District staff.



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- Sizing of wet well considering peak influent wet weather flows, calculation of wet well retention time.
- Sizing and selection of pumps including evaluation of utilizing new submersible chopper pumps.
- Techniques to minimize grease accumulation and ragging issues.
- Construction phasing including the necessity and length of proposed bypass pumping operations and required shutdowns. It is assumed that the project will include a parallel construction of a new pump station to minimize pump station bypassing operations. However, if lack of space precludes this option we will consider a phased bypass and pump station replacement in place.
- Pump station site layout and 50% drawings.
- A supplementary geotechnical investigation based on one boring to a depth of 25' on the pump station site will be appended to the basis of design memorandum and findings discussed in the memorandum.

Task 4 – Final Design

IEC will prepare one bid package. Plans, specifications, calculations and an engineer's opinion of probable construction cost will be submitted at the 90%, 100% and Final Design levels. It is anticipated that this bid package will consist D-sized sheets, CSI format specifications, a calculations binder and an engineer's opinion of probable construction cost. The engineer's opinion of probable construction cost will be based on available bid results for similar construction projects and does not include a detailed cost estimate. The proposed drawings include the following:

General

- Title sheet
- General Notes
- Abbreviations and Legend
- Pump Curve

Civil

- Existing Site Conditions and Demolition
- Proposed Site Layout and Piping Plan
- Conceptual Bypass/Phasing Plan
- Civil Details (1)
- Mechanical Plan
- Mechanical Section
- Mechanical Details (2)

Electrical

- Standard Symbols and Abbreviations
- Electrical Site Plan
- Single Line Diagram/Elevations
- Pump Station Area Plan
- Control Diagrams
- Schedules
- Details



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- RTU Elevation
- RTU Power Diagram
- RTU I/O Diagram (3)
- Electrical Demolition (2)
- Phasing Plan

FEE

The proposed level of effort and fee is indicated on the attached table. Billing will be in accordance with our current agreement for as-needed engineering services. We sincerely appreciate the opportunity to provide this proposal and assist the District with this project. Please contact me at (858) 413-2400 should you have any questions or need further information.

Sincerely,

Robert S. Weber, P.E.
Senior Project Manager


cc: Jamie Fagnant, P.E., IEC

FEE ESTIMATE
LEUCADIA WASTEWATER DISTRICT
Village Park 5 Pump Station Replacement

Task/ Subtask	Task/Subtask Description	Sr. Project Manager (Rob Weber)	Project Engineer (Jamie Fagnant)	Engineer I/ CAD I Designer (Marie Fawcett)	Project Surveyor	Word Processor (Annette Moore)	Subtask Labor-Hours	Subtask Labor Cost	Direct Cost	Subcontract	Total Cost
		\$190.00	\$130.00	\$105.00	\$130.00	\$65.00					
TASK 1	Project Management and Administration										\$3,590
	Design Meetings (2)	4	8				12	\$1,800	\$250	\$0	\$2,050
	Project Status Reports/Coordination	4	6				10	\$1,540	\$0	\$0	\$1,540
TASK 2	Survey										\$3,370
	Supplementary Site Survey				24		24	\$3,120	\$250	\$0	\$3,370
TASK 2	Preliminary Engineering Feasibility Assessment										\$18,590
	Basis of Design Memorandum	2	40	8			50	\$6,420	\$0	\$0	\$6,420
	50% Drawings	2	16	40			58	\$6,660	\$0	\$0	\$6,660
	Geotechnical Report		2				2	\$260	\$0	\$5,250	\$5,510
TASK 3	Final Design										\$84,326
	90% submittal	4	48	96		4	152	\$17,340	\$0	\$0	\$17,340
	100% Submittal	8	36	72		4	120	\$14,020	\$0	\$0	\$14,020
	Final Submittal	4	18	36		4	62	\$7,140	\$0	\$0	\$7,140
	Electrical Design						0	\$0	\$0	\$45,826	\$45,826
		28	174	252	24	12	490				
		\$5,320	\$22,620	\$26,460	\$3,120	\$780		\$58,300	\$500	\$51,076	\$109,876

TOTAL NOT-TO-EXCEED FEE: \$109,876

MEMORANDUM

Date: October 1, 2015
To: Engineering Committee
From: Paul J. Bushee, General Manager 
Subject: Award of Information System Support Services

RECOMMENDATION:

Staff requests that the Engineering Committee recommend that the Board of Directors:



1. Authorize the General Manager to execute a sole source Agreement for professional services with Data Net Solutions Group, Incorporated for information systems support services in an amount not to exceed \$48,600 over an initial three year period.
2. Discuss and take other action as appropriate.

DISCUSSION:

Tactical Goal: Infrastructure and Technology/Evaluate Information Technology (IT) Services Contract

The District owns and maintains its information systems network. Data Net Solutions Group, Incorporated (Data Net) has provided excellent network support services to the District for many years. As a result, staff requested that Data Net submit a scope of work and associated fees to continue to provide this vital service. Data Net's scope of work includes:





 **Proactive Network Support:**

-  Regularly Scheduled Preventive Maintenance
-  Scheduled every two weeks for a total of twenty six (26) visits per year, with five (5) hours maximum anticipated per visit.




 **Workstation Solutions:**

-  Workstation Support and Maintenance
-  Workstation Hardware Installation and Configuration
-  Workstation Software Installation and Support

 **Network Solutions:**

-  Windows 2003/2008/2012/Exchange/SQL Server Installation and Support
-  E-mail Configuration and Troubleshooting
-  Network Backup Installation and Support
-  Network Programs - Installation and Maintenance

 **Enterprise Solutions:**

-  Installation, Configuration, Troubleshooting of Routers and Firewalls
-  Citrix Server Installation and Support
-  Design, Development, and Implementation Strategy for Network Architecture

☒ Evaluation and Implementation Strategy for Future Information Technology Operations

☒ **Emergency Solutions:**

- ☒ Work that requires a 2-4 Hour Response Time
- ☒ 2 Hour Minimum Visit

Data Net's estimated cost per year for standard network maintenance is \$16,200 to be paid on a time and material basis, including travel charges. Therefore, the initial three year total is \$48,600. If Data Net's performance is satisfactory, the agreement may be extended for an additional two year period. The agreement is attached for your review.

Data Net has consistently provided excellent network support services to the District. Data Net selected, installed and possesses in depth knowledge of the District's computer network. Retaining Data Net for the District's network support services will provide continuity, efficiency and is in the best interest of the District. For these reasons, the procurement of these services satisfies the criteria for sole sourcing allowed under Section 11.1, Sole Source Procurement, and continuity of service under Section 12.4, Continuing Services, of the District's Procurement Policy.

Therefore, Staff recommends that the Board award the contract for the District's network support services to Data Net.

FISCAL IMPACT:

There is sufficient appropriation in the Fiscal Year 2016 Budget to cover the cost of services under this agreement.

rym:PJB

Attachment

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE LEUCADIA WASTEWATER DISTRICT
AND DATANET SOLUTIONS, INC.
FOR INFORMATION SYSTEMS SUPPORT SERVICES**

This Professional Services Agreement ("Agreement") is made on this ____ day of _____, 2015, between LEUCADIA WASTEWATER DISTRICT ("DISTRICT"), and DATANET SOLUTIONS, INC., ("CONSULTANT"), an independent CONSULTANT, with a principal place of business in Escondido, California.

**ARTICLE 1
TERM OF CONTRACT**

1.01. This Agreement will become effective on the date stated above, and will continue in effect for a period of three (3) years from the effective date, unless terminated under the provisions of Article 7. DISTRICT may desire to exercise the option to renew the contract for one (1) additional two (2) year period under the same Scope of Services described in Attachment A. Contract renewals will be executed, in writing, between the DISTRICT and the CONSULTANT.

**ARTICLE 2
SERVICES TO BE PERFORMED BY CONSULTANT**

Specific Services

2.01 CONSULTANT will perform the services within the Scope of Services described in Attachment A. CONSULTANT will provide DISTRICT with a service log stating the services performed, at the completion of each service call. Any changes to the scope of services or timeframes identified in Attachment A must be authorized in advance by the DISTRICT in writing.

2.02 CONSULTANT will determine the method, details, and means of performing the above-described services.

Status of CONSULTANT

2.03 CONSULTANT and its employee(s) are acting as independent contractors and are engaged in an independent contractor relationship with DISTRICT in performing all work, duties and obligations hereunder. DISTRICT shall not exercise any control or direction over the methods by which CONSULTANT shall perform its work and functions. DISTRICT's sole interest and responsibility is to ensure that the services covered by this Agreement are performed and rendered in a competent, satisfactory, and legal manner. The parties agree that no work, act, commission or omission of CONSULTANT or its employee(s) pursuant to this Agreement shall be construed to make CONSULTANT or its employee(s) the agent, employee, or servant of DISTRICT. CONSULTANT and its employee(s) are not entitled to receive from DISTRICT vacation pay, sick leave, retirement benefits, Social Security, workers' compensation, disability benefits, unemployment benefits, or any other employee benefit of any kind.

Payment of Income Taxes

2.04 CONSULTANT shall be solely responsible for paying all federal and state employment and income taxes, for carrying workers' compensation insurance, and for otherwise complying with all other employment law requirements with respect to CONSULTANT, and/or its employee(s).

2.05 CONSULTANT agrees to indemnify, defend and hold DISTRICT harmless from any and all liability, damages or losses (including attorneys' fees, costs, penalties and fines), against or which DISTRICT suffers claims as a result of: (a) CONSULTANT's failure to meet its obligations under paragraph 2.04, or (b) a third party's designation of CONSULTANT or its employee(s) as an employee(s) of DISTRICT, regardless of any actual or alleged negligence by DISTRICT.

Compliance with Laws/Rules

2.06 CONSULTANT will perform all services under this agreement in good faith and in the best interests of DISTRICT. In performing the services specified in this Agreement, CONSULTANT agrees to comply with all federal and state laws, rules and regulations, applicable DISTRICT policies and procedures, departmental rules, and other directives applicable to the services to be performed. Any changes to DISTRICT policies and procedures that relate to CONSULTANT will be provided to CONSULTANT in writing. CONSULTANT agrees to review and comply with all such policies, procedures, rules and directives the contents of which CONSULTANT will be deemed to have knowledge.

ARTICLE 3 **PROJECT TEAM**

3.01 DISTRICT has a primary interest in maintaining the individual services of the following key project team members:

1. Rob Slaughter
2. John Williams
3. Sam Mack
4. Mike Reyes

No member of the project team shall be removed from the project team or reassigned by CONSULTANT without prior approval of DISTRICT. Such approval shall not be unreasonably withheld or delayed. The CONSULTANT shall be required to immediately inform the DISTRICT should any of the key members become unavailable. The credentials for substitutes for key project members must be submitted to the DISTRICT for review and approval. An interview may also be required if so desired by the DISTRICT.

ARTICLE 4 **COMPENSATION**

4.01 Compensation for all work performed under this Agreement shall be calculated on a time and material basis in accordance with the rate schedule described in Attachment B, Platinum Member Rate. Compensation for the services described in Attachment A shall not exceed Sixteen Thousand Two Hundred dollars (\$16,200) per year, including travel charges, during the first three (3) year period. This amount shall not be exceeded unless there is a change in scope of work, in writing, and agreed to in advance by both parties. The parties agree that this compensation is fair and was developed in accordance with the customary and prevailing compensation level in the

community and surrounding area for comparable services. CONSULTANT and DISTRICT agree that this fee was arrived at through arms length negotiations between the parties.

4.02 The fees established by Attachment B, Platinum Member Rate, may be adjusted at the start of the first one (1) year extension. The adjusted price will be valid through the extension period if the extension is executed. The adjustment will allow for any reasonable increase or decrease in service cost. The CONSULTANT will be required to submit cost information, as requested by and to the satisfaction of the DISTRICT, in order to justify and document the amount of the adjustment being requested. The DISTRICT reserves the right to be the sole judge concerning the acceptability of the information provided by the CONSULTANT.

Payment of Expenses

4.03 DISTRICT will reimburse CONSULTANT for all reasonable expenses incurred in performing services under this Agreement as the work progresses. CONSULTANT shall submit invoices to the DISTRICT's Project Manager as services are rendered. Such invoices shall include a brief narrative description of the work performed, as well as detailed time expenditures on a task-by-task basis pursuant to Attachment A. The term "expenses" means telephone bills, and federal express charges, mailing charges, and any other pre-approved expenses by DISTRICT. CONSULTANT will provide DISTRICT with receipts for all expenses. DISTRICT shall make payment to CONSULTANT within thirty (30) days of receipt of all invoices approved by DISTRICT. Payment provision for any service other than those described in Attachment A will be set forth in a DISTRICT pre-approved amendment to the Agreement.

ARTICLE 5 **OBLIGATIONS OF CONSULTANT**

Non-Exclusive Relationship

5.01 CONSULTANT may represent, perform services for, and contract with as many additional clients, persons, or companies as CONSULTANT, in its sole discretion, sees fit.

Tools and Equipment

5.02 CONSULTANT will supply all tools and equipment required to perform the services under this Agreement.

CONSULTANT's Qualifications

5.03 CONSULTANT represents that it and its employee(s) have the qualifications and skills necessary to perform the services under this Agreement in a competent, professional manner, without the advice or direction of DISTRICT. This means CONSULTANT is able to fulfill the requirements of this Agreement. Failure to perform all the services required under this Agreement constitutes a material breach of this Agreement. CONSULTANT has complete and sole discretion for the manner in which the work under this Agreement will be performed.

Indemnity

5.04 CONSULTANT agrees to indemnify, defend and hold DISTRICT and its officials, officers, directors, agents, and employees free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest,

penalties, attorneys' fees, and costs that such entities or persons may incur as a result of any negligent act or omission by CONSULTANT or a breach by CONSULTANT of any representation or agreement contained in this Agreement. CONSULTANT's provision of insurance coverage as described in Section 5.05 below shall not affect CONSULTANT's indemnity obligations.

Insurance

5.05 CONSULTANT will provide and keep in full force and effect during the term of this Agreement the insurance policies with the minimum scope and limits of insurance listed below. Insurance will be purchased from insurance companies with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by DISTRICT. CONSULTANT will provide insurance coverage and policy endorsements for the DISTRICT and their respective officers, officials, directors, employees, volunteers or agents. If the CONSULTANT maintains higher limits than the minimums shown below, DISTRICT requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

5.05.1 California Workers' Compensation, in compliance with California requirements.

5.05.2 General Liability Insurance [occurrence form CG 00 01] on an "occurrence" basis covering bodily injury, personal injury, and property damage, including products completed operations with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

5.05.3 Automobile Liability Insurance, Insurance Services Office Form number CA 0001, covering Automobile Liability Code 1 (any auto) or if CONSULTANT has no owned autos, Code 8 (hired) and Code 9 (non-owned) covering bodily injury and property damage, with a combined single limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

5.05.4 Worker's Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

5.05.5 Error and Omissions Insurance appropriate to CONSULTANT's services, with limit of no less than One Million Dollars (\$1,000,000) per occurrence or claim, Two Million Dollars (\$2,000,000) aggregate. Coverage is to be endorsed to include contractual liability.

5.05.6 Waiver of Subrogation

CONSULTANT here grants to DISTRICT a waiver of any right to subrogation which any insurer of the CONSULTANT may acquire against DISTRICT by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not DISTRICT received a waiver of subrogation endorsement from the insurer.

5.05.7 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by DISTRICT prior to commencement of services under this Agreement. At the option of DISTRICT, either: the insurer

shall reduce or eliminate such deductibles or self-insured retentions as respects the DISTRICT, its officers, official, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to DISTRICT guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

5.05.8 Verification of Coverage

CONSULTANT shall furnish DISTRICT with original certificates and amendatory endorsements effecting coverage required in this Agreement. The endorsements should be on forms provided by DISTRICT or on other than DISTRICT's forms, provided those endorsements conform to DISTRICT requirements. All certificates and endorsements are to be received and approved by DISTRICT before work commences. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

5.05.9 Other Insurance Provisions

1. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

a. The DISTRICT, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT.

b. For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers. The DISTRICT shall be named as an additional insured on the General Liability and auto policies. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it, for claims arising out of CONSULTANT's performance under this Agreement.

c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the DISTRICT.

2. If the Errors and Omissions/Professional Liability or General Liability coverage is written on a Claims Made instead of occurrence based form, the coverage may be acceptable if the following requirements are satisfied:

a. The "Retro Date" must be shown, and must be before the date of this Agreement or the beginning of work under this Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of work under this Agreement.

c. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to this Agreement's effective date, the CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work under this Agreement.

d. A copy of the claims reporting requirements must be submitted to the DISTRICT for review.

Conflict of Interest

5.06 Upon the award of this Contract and periodically thereafter, CONSULTANT may be required to complete and file with the DISTRICT a Conflict of Interest form, to be provided to CONSULTANT by DISTRICT.

Assignment

5.07 Neither this Agreement nor any duties or obligations under this Agreement may be assigned by CONSULTANT without the prior written consent of the DISTRICT.

ARTICLE 6 **OBLIGATIONS OF DISTRICT**

6.01 DISTRICT agrees to comply with all reasonable requests of CONSULTANT and provide access to all documents reasonably necessary for the performance of CONSULTANT's duties under this Agreement.

Place of Work

6.02 DISTRICT agrees to furnish space on DISTRICT's premises for use by CONSULTANT while performing the above-described services if necessary.

Indemnity

6.03 DISTRICT agrees to indemnify, defend, and hold CONSULTANT free and harmless from all claims, demand, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs, that CONSULTANT may incur as a result of a breach by the DISTRICT of any of DISTRICT's representations or obligations contained in this Agreement.

ARTICLE 7 **TERMINATION OF AGREEMENT**

Termination for Default

7.01 If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may immediately terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five (5) days after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

7.01.1 CONSULTANT's failure to timely complete the services specified in ARTICLE 2 of this Agreement.

7.01.2 CONSULTANT's material breach of any representation, or obligation term contained in this Agreement.

7.01.3 DISTRICT's material breach of any representation or obligation contained in this Agreement.

Termination Without Cause

7.02 DISTRICT or CONSULTANT may terminate this agreement without cause upon thirty (30) days' written notice.

Compensation Upon Termination

7.03 Upon termination by either party under Section 7.01 or by DISTRICT under Section 7.02 above, DISTRICT will pay to CONSULTANT any outstanding compensation and /or expense minus any costs reasonably incurred by DISTRICT related to CONSULTANT's services under this Agreement prior to the notice of termination.

ARTICLE 8
PROPRIETARY RIGHTS

Confidential Information

8.01 Any written, printed, graphic, or electronically or magnetically recorded information furnished by DISTRICT for CONSULTANT's use are the sole property of DISTRICT. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning DISTRICT employees, products, services, prices, operations, and subsidiaries.

8.02 CONSULTANT and its employee(s) will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with DISTRICT's prior approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to CONSULTANT's employees, agents, and subcontractors. On termination of this Agreement, CONSULTANT will promptly return any confidential information in its possession to DISTRICT.

ARTICLE 9
GENERAL PROVISIONS

Notices

9.01 Any notices required to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses below, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first.

To DISTRICT: Leucadia Wastewater District
 1960 La Costa Avenue
 Carlsbad, California 92009
 Attention: Robin Morishita, Technical Services Manager

To CONSULTANT: Datanet Solutions, Inc.
1760 S. Escondido Blvd.
Escondido, CA 92025
Attention: Rob Slaughter, President

Entire Agreement of the Parties

9.02 This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement executed in writing by both parties.

Partial Invalidity

9.03 If any non-material provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

Attorneys' Fees

9.04 If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, expert fees, and costs which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

Document and Materials Ownership

9.05 All original drawings, diskettes, and other copies of documents and materials developed for the project, including detailed calculations, shall be furnished to and become the property of DISTRICT.

Governing Law

9.06 This Agreement and all questions relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the state of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary and without the aid of any canon, custom, or rule of law requiring construction against the draftsman.

Executed in San Diego County, California, on the day first written above.

LEUCADIA WASTEWATER DISTRICT

DATANET SOLUTIONS, INC.

By: _____
Paul J Bushee,
General Manager

By: _____
Rob Slaughter
President

ATTACHMENT A

SCOPE OF SERVICES

1.0 Proactive Network Support:

- Regularly Scheduled Preventive Maintenance
- Scheduled every two weeks for a total of twenty six (26) visits per year, with five (5) hours maximum anticipated per visit.
- Visits must be Monday through Friday between 8:00 AM-5:00 PM excluding holidays
- Primary and Alternate Systems Engineer assigned
- Platinum Member Rate listed on Attachment B applies to all visits
- Travel Charges apply.

2.0 Workstation Solutions:

- Workstation Support and Maintenance
- Workstation Hardware Installation and Configuration
- Windows/Web Browser Configuration
- Routine Benchwork on Computers
- Workstation Software Installation and Support
- Phone and Remote Support relating to Workstation Solutions (15 minute minimum)
- Does not require a response within 24 hours
- Scope of Work Required
- Travel Charges Apply
- Kaseya Managed Services Available if under Contract

3.0 Network Solutions:

- Windows 2003/2008/2012/Exchange/SQL Server Installation and Support
- E-mail Configuration and Troubleshooting
- Network Backup Installation and Support
- Network Programs - Installation and Maintenance
- Citrix Client Support
- Phone and Remote Support relating to Network Solutions (15 minute minimum)
- Does not require a response within 24 hours
- Scope of Work Required
- Travel Charges Apply
- Kaseya Managed Services Available if under Contract

4.0 Enterprise Solutions:

- Installation, Configuration, Troubleshooting of Routers and Firewalls
- Citrix Server Installation and Support
- Design, Development, and Implementation Strategy for Network Architecture
- Evaluation and Implementation Strategy for Future IT Operations
- Phone and Remote Support relating to Specialized Solutions (15 minute minimum)
- Does not require a response within 24 hours
- Scope of Work Required
- Travel Charges Apply

- Kaseya Managed Services Available if under Contract

5.0 Emergency Solutions:

- Work that requires a 2-4 Hour Response Time
- 2 Hour Minimum Visit within 50 miles of Data Net home office. Otherwise normal distance charges and minimum times apply.

6.0 Warranty Policy:

All Data Net branded systems will carry a one year parts and labor warranty. Any hardware failures that occur during that time will be repaired and returned to the systems original state at the time of sale. All labor to reinstall additional software added after the fact will be charged at the client's normal rate as stated on Attachment B.



Solution Schedule

On-site, Phone and Live Meeting Support Pricing

On-Call Rates	Standard Rate	Silver Member Rate	Gold Member Rate	Platinum Member Rate
Network Engineer	\$155	\$150	\$145	\$140
Senior Network Engineer	\$185	\$175	\$165	\$155
Enterprise and Security	\$185	\$175	\$165	\$155
Emergency Solutions	\$205	\$195	\$185	\$175

*Regular hours are between 8 am and 5 pm Monday through Friday.
 *Before 8 am, after 8 pm, weekends and holidays = 1.5 x on-call rate.
 *5 pm through 8 pm, regular work week M-F = 1.25 x on call rate.
 *Cancellations less than 24 hours in advance will be billed one hour.

*A minimum of one hour will be billed for on-call work.
 *A minimum of 15 minutes will be billed for remote support work.
 *Travel charges apply.

Prescheduled Maintenance (PM)	Standard Rate	Silver Member Rate	Gold Member Rate	Platinum Member Rate
Maintenance Services	\$130	\$125	\$120	\$115
Senior Engineer Maintenance Services	\$145	\$140	\$135	\$130

*Prescheduled preventative server and workstation maintenance scheduled 30 days in advance
 *Minimum 2 hours per month, 2 hours per visit. Rates apply to prescheduled hours only; any other services will be billed at on-call rates.
 *Visits must be Monday through Friday between 8 am and 5 pm excluding holidays.

Managed Services Back up and Disaster Recovery
 Our 24/7/365 remote network, systems and application monitoring system watches over your network, letting us know about problems before they affect you. Includes patch management, ticketing, back up, and disaster recovery features.
 Travel charges apply to all on-site visits.

SharePoint Services		
UI Designer	\$90	*Regular hours are between 8 am and 5 pm Monday through Friday. *Before 8 am, after 5 pm, weekends and holidays = 1.5 x on-call rate. *Cancellations less than 24 hours in advance will be billed one hour. *A minimum of one hour will be billed for on-call work. *A minimum of 15 minutes will be billed for remote support work. *Travel charges apply.
SharePoint Developer	\$100	
SharePoint Administrations	\$130	

Discount Plans	Pre-Paid Sales Plan	Optional Buy-in**
Silver Member	Service block of 20 hrs.	\$3,500
Gold Member	Service block of 40 hrs.	\$6,600
Platinum Member	Service block of 80 hrs.	\$12,400

*Discount rates are calculated at the end of the calendar year and will be honored through the next calendar year.
 *Discount rates are based on billable services provided by Data Net Solutions.
 **An optional "buy-in" is available to begin receiving immediate discounts.

Travel Charges		
Distance	Rate	Minimum Time on Site
0-50 Miles	\$45	1 Hour
51-75 Miles	\$90	2 Hours
76-100 Miles	\$135	3 Hours
101-150 Miles	\$180	4 Hours

151 Miles + (as quoted)

Revised 1.23.15

MEMORANDUM

Ref: 16-4722

DATE: October 1, 2015
TO: Engineering Committee
FROM: Paul J. Bushee, General Manager
SUBJECT: **Recycled Water Fill Stations**



RECOMMENDATION:

1. Discuss and provide direction as appropriate.

DISCUSSION:

At the September 2015 Board meeting, President Juliussen requested that the October Engineering Committee Agenda include an item to discuss recycled water fill stations.

The purpose of this agenda item is to allow the Engineering Committee to discuss this item and provide direction to staff as appropriate.

rym:PJB

MEMORANDUM

Ref: 16-4723

DATE: October 1, 2015
TO: Engineering Committee
FROM: Paul J. Bushee, General Manager 
SUBJECT: **District Access Through California Department of Transportation Right of Way**

RECOMMENDATION:

1. Discuss and provide direction as appropriate.

DISCUSSION:

At the September 2015 Board meeting, President Juliussen requested that the October Engineering Committee Agenda include an item to discuss access to the District's gravity pipeline near Interstate 5 through the California Department of Transportation Right of Way.

The purpose of this agenda item is to allow the Engineering Committee to discuss this item and provide direction to staff as appropriate.

rym:PJB