

AGENDA

**ENGINEERING COMMITTEE MEETING
LEUCADIA WASTEWATER DISTRICT**
Wednesday, October 2, 2019 – 12:00 p.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 an Agreement with Pacific Sun Systems (PSS) for the purchase of two (2) Portable Emergency Generators in an amount not to exceed \$157,161.99. (Pages 2-6)
 - B. Authorize the General Manager to execute a sole source purchase Agreement with Pacific Rim Mechanical for the purchase of a new air-cooled chiller in an amount not to exceed \$57,480.00. (Pages 7-13)
5. **Information Items**
 - A. Batiquitos (B3) Discharge Section Replacement Project Update. (verbal)
6. **Directors' Comments**
7. **General Manager's Comments**
8. **Adjournment**

MEMORANDUM

DATE: September 26, 2019
TO: Engineering Committee
FROM: Paul J. Bushee, General Manager  for PJB
SUBJECT: Award of Purchase Agreement for Two (2) Portable Emergency Generators

RECOMMENDATION:

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

1. Authorize the General Manager to execute an Agreement with Pacific Sun Systems (PSS) for the purchase of two (2) Portable Emergency Generators in an amount not to exceed \$157,161.99.
2. Discuss and take other action as appropriate.

DISCUSSION:**Tactical Goal: Services / Purchases / (2) Portable Emergency Generators**

The Leucadia Wastewater District (District) currently owns and maintains two portable emergency generators (emergency generators) that are critical to the safe operation of the collection system. When a power outage occurs at a pump station, an emergency generator is towed to the affected station to provide an emergency source of electrical power until SDG&E power can be restored. This allows the pumps at the pump station to operate normally and prevent a sewer system overflow.

The District operates four satellite pump stations that do not have onsite emergency generators. During a power outage, flow through two of the pump stations can be controlled using Vactor combination trucks. The remaining two pump stations require emergency generators to operate the pump station and maintain flow. As a result, the District needs two emergency generators to operate the collection system in the event of a system wide power outage.

On January 1, 2020, the San Diego County Air Pollution Control District (APCD) will enforce stricter requirements of portable diesel engines. When this occurs, the current emergency generators will be out of compliance with APCD regulations. Therefore, the District needs to replace the current emergency generators. Additionally, the District's two emergency generators are 17 and 18 years old and have exceeded their useful life.

To procure the new emergency generators, the District prepared performance specifications and identified six (6) generator manufacturers that could meet the criteria. On August 20, 2019, the District distributed a Request for Sealed Bid to the manufacturers. The bids were due on September 17, 2019. The District received six bids with the following results:

Supplier	Bid Submitted
Pacific Sun Systems	\$157,161.99
Yale Chase Materials	\$199,955.11
Southwest Products	\$239,569.00
Valley Power Systems - Blue Star	\$241,309.80
Valley Power Systems - Generac	\$258,720.29
Valley Power Systems - Atlas Copco	\$266,239.48

The bids were reviewed by Kathleen Heitt and Natalie Frascchetti at Dexter Wilson Engineering Inc. (DWEI). The bid memorandum is attached for your review. Based on the review of the documents submitted with their bid, Pacific Sun Systems (PSS) has the requisite knowledge and experience to provide the generators. It is important to note the District will not trade in the current generators. Rather, they will be sold at public auction at a later date.

As a result of their evaluation, DWEI recommends that PSS be awarded the contract as the lowest responsive and responsible bidder. Staff concurs with DWEI's assessment and recommends that the Board award the purchase of two (2) Portable Emergency Generators to Pacific Sun Systems in an amount not to exceed \$157,161.99.

FISCAL IMPACT:

The Fiscal Year 2020 Capital Acquisition Budget includes sufficient funding for the purchase of the two (2) Portable Emergency Generators.

jms:PJB

Attachment


DEXTER WILSON ENGINEERING, INC.

DEXTER S. WILSON, P.E.
ANDREW M. OVEN, P.E.
STEPHEN M. NIELSEN, P.E.
NATALIE J. FRASCHETTI, P.E.
STEVEN J. HENDERSON, P.E.

MEMORANDUM

103-500

TO: Jeff Stecker, Leucadia Wastewater District

FROM: Natalie Frascetti, P.E., Dexter Wilson Engineering, Inc.
Kathleen Heitt, E.I.T., Dexter Wilson Engineering, Inc. 

DATE: September 23, 2019

SUBJECT: Towable Emergency Generator Bid Review

This memorandum provides a summary of our evaluation of bid results and the responsiveness of the low bid for Leucadia Wastewater District's (LWD or District) August 20th, 2019 Request for Bids for two, towable emergency generator systems.

Bid Results

Bids were opened September 17th, 2019 and six bids were received. The bids are summarized in Table 1 below.

Company Name	Bid Amounts
Pacific Sun Systems	\$157,161.99
Yale Chase Materials	\$199,955.11
Southwest Products	\$239,569.00
Valley Power Systems – Blue Star	\$241,309.80
Valley Power Systems – Generac	\$258,720.29
Valley Power Systems – Atlas Copco	\$266,239.48

Review of Apparent Lowest Bidder

Pacific Management Group LLC, the parent company of Pacific Sun Systems, submitted the apparent lowest bid. Dexter Wilson Engineering Inc. finds Pacific Sun Systems the lowest responsive bidder. The following reviews have been completed:

Bid Form. Zack Lippa, the General Manager, completed and signed the bid form on behalf of Pacific Sun Systems. The final bid including all options, sales tax, and delivery was priced at \$157,161.99. Relevant vendor information for Pacific Sun Systems including the address and contact information were also included.

Delivery Date. The delivery date on the bid form was stated as less than 16 weeks from the Notice of Award. This complies with the specified requirement that the delivery occur within 16 weeks or sooner of the Notice of Award.

Engine. The engines included in the bid have a standby capacity of 200 kW and an oversized alternator with a 250 kW capacity. This is greater than the specified minimum standby capacity of 175 kW. The engines and generators are manufactured by Perkins and are EPA Tier 4 certified.

Frame and Trailer. As specified, Pacific Sun Systems included a frame and trailer in their bid for both generators with all relevant Department of Transportation running lights, stop lights, reflectors, and license plate holders. The trailers are dual

axle and rated for a load of up to 12,000 pounds which is suitable for the generator sets which have a dry weight of 8,402 pounds and a wet weight of 9,945 pounds.

Enclosure. The enclosures of the generators will be steel with a grey powdercoat finish. Aluminum was specified in the original bid documents, but upon evaluation steel was determined to be of equal or greater value. The enclosures are also sound attenuated to 72 decibels at 7 meters which satisfies the requirement of a maximum 75 decibels at that distance.

Options Included. Pacific Sun Systems included all requested options in their bid including, but not limited to, exterior mounted LED work lights, engine battery charger, engine oil and coolant drain extensions, emergency stop button, and more.

Warranty. Pacific Sun Systems will include a 2 year or 2,000 running hour warranty for all equipment as specified. They did not include an option for an extended warranty. All services will be provided by certified Perkins technicians.

Company. Pacific Sun Systems is based out of Banning, California. In addition to generators they also sell batteries, solar panels, and other energy solutions. Perkins generators are one of many generator brands they carry.

Trailer/Engine Construction. The generator sets will be manufactured entirely by Perkins who has been manufacturing generators for more than 75 years. Pacific Sun Systems will coordinate the assembly of the generator and trailer package with a local third-party company prior to delivery to LWD.

Recommendation

Dexter Wilson Engineering Inc. recommends the purchase of the two towable emergency generator systems be awarded to Pacific Sun Systems as the lowest responsive bidder based on the bid amount and submitted documentation demonstrating their satisfaction of the bid documents.

NF:KH:ps

MEMORANDUM

DATE: September 26, 2019
TO: Engineering Committee
FROM: Paul J. Bushee, General Manager  for PJB
SUBJECT: Award of Purchase Agreement – HVAC Rehabilitation

RECOMMENDATION:

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

1. Authorize the General Manager to execute a sole source purchase Agreement with Pacific Rim Mechanical for the purchase of a new air-cooled chiller in an amount not to exceed \$57,480.00.
2. Discuss and take other action as appropriate.

DISCUSSION:**Tactical Goal: Services / HVAC Rehabilitation**

In January 2018, District staff was informed by Jackson & Blanc, the company providing Heating Ventilation and Air Conditioning (HVAC) maintenance services, that specific HVAC equipment serving the Administrative Building required replacement in the near future. At that time, staff was not satisfied with the level of service provided by Jackson & Blanc. Subsequently, in February 2018 District staff contacted three (3) companies to submit quotes for the HVAC maintenance service, as well as costs for the recommended equipment replacement in the upcoming fiscal years. During the selection process, each company was asked to attend an individual interview at the District to present and review the maintenance quote and future equipment replacement costs. As a result, the District selected Pacific Rim Mechanical (Pac Rim). The District found that while the maintenance quote from Pac Rim was not the lowest, the future equipment replacement costs were less. Additionally, staff was impressed with Pac Rim's presentation and pro-active approach during the interview. Pac Rim assumed HVAC maintenance duties on July 1, 2018. Staff has been very satisfied with the HVAC maintenance services provided by Pac Rim to date.

One piece of HVAC equipment that was identified to be replaced was the air-cooled chiller (chiller) which has operated for over ten years, exceeding its useful life. The chiller serves a vital function in the HVAC system because it provides chilled water to the cooling part of the system. This allows the HVAC system to maintain a comfortable working environment in the building for staff. The replacement chiller will be a retrofit unit equipped with aluminum coils coated with epoxy to help deter corrosion from the salt air environment.

In February 2018, the District received the following HVAC chiller replacement costs:

HVAC Chiller Replacement Costs		
Pacific Rim Mechanical	Jackson & Blanc	Ontario Refrigeration
\$ 63,455.00	\$ 68,000.00	\$ 80,000.00

The quotes provided to the District in 2018 are used to show that Pac Rim provided the lowest quote at the time. Since 2018 the industry standards for chiller units have changed. Aluminum has replaced copper as the metal used in the chiller. Considering Pac Rim's quote was nearly 7% lower than the next competitor, staff believes Pac Rim's updated proposal is fair and reasonable and represents the lowest cost given the material change. Additionally, the use of aluminum has resulted in a further reduction in price for the chiller to \$57,480 (see attached proposal). A savings of \$5,975.

The winter season is the most ideal time to replace the chiller because of the reduced demand for chilled water by the HVAC system during the colder months. Since the new chiller has a lead time of 12-14 weeks, the equipment needs to be purchased now in order to meet an anticipated installation date in January 2020.

The purchase of the chiller meets the sole source procurement requirements specified in Paragraph 10.1, Sole Source Procurement, of the District's Procurement Policy. That paragraph allows sole source purchases if a vendor or firm possesses unique knowledge of LWD or is providing continuance of service. Therefore, staff requests Board authorization for the sole source purchase of the air-cooled chiller from Pacific Rim Mechanical in an amount not to exceed \$57,480.00. The purchase price includes the total cost for the material and labor.

FISCAL IMPACT:

The Fiscal Year 2020 Capital Acquisition Budget includes sufficient funding to cover the purchase and installation of the new chiller.

ier:PJB

Attachment

Proposal #
P46516
Project Name
P46516 Chiller Replacement

Project Type
Project
Proposal Date
May 17, 2019

Project Proposal

Quoted To

Ian Riffel
Leucadia Wastewater District

Location

Leucadia Wastewater District
1960 La Costa Avenue

Carlsbad, CA 92009

Bill To

Leucadia Wastewater District
1960 La Costa Avenue

Carlsbad, CA 92009

Contact

Beth Pires
bpires@prmech.com
619-333-9654

Area Service Manager

Chad Chapman
cchapman@prmech.com

Customer Service Representative

Veronica Sanchez
vsanchez@prmech.com

Technician

Kyle Hatfield
khatfield@prmech.com

Fax Number

858-974-6501

Scope of Services

Dear Mr. Riffel,

Pacific Rim Mechanical is pleased to provide this proposal to replace the existing air-cooled chiller at the Leucadia Waste Water District located at 1960 La Costa Avenue, Carlsbad.

Existing Chiller: M#AGZ035CHSNN-ERIO, S#STNU090100083

SCOPE:

- Chiller lead time is 12-14 weeks from order date.
- Check in with on-site contact and review scope.
- Secure existing McQuay Chiller unit electrically and lockout power system.
- Remove electrical power source at disconnect.
- Recover, recycle, or reclaim refrigerant charge according to EPA regulations, section 608 of the federal clean air act.
- Recover and recycle system oil charge.
- Pacific Rim assumes responsibility for waste oil disposal under its California State EPA recycling authorization.
- Remove existing McQuay Chiller unit and dispose of properly. Chiller to have epoxy coated aluminum fin microchannel condenser coils.
- Provide and install one (1) new Daikin Chiller M#AGZ035E.
- Reconnect and modify as required the system's supply and return water lines.
- Level the equipment. Anchor chiller to existing cement pad.
- Reconnect system line voltage wiring.
- Reconnect system control voltage circuitry and test. Controls programming and changes performed by others.
- Start, test, and check system operations by factory trained technician.
- Record all system operating parameters on start-up file.
- Review proper operational settings with occupants.
- Complete warranty start-up documents to ensure manufacturer's warranty obligation.
- Provide full one-year parts and labor guarantee on new equipment.
- **Work to be performed AFTER regular PRM business hours.**
- Prevailing wage rates included.



Pricing

The total cost for the above work including labor, material and taxes: **\$57,480.00**

Clarifications & Exclusions

1. This proposal is valid for 30-days from the date of the proposal.
2. Building Management Systems (BMS) and HVAC digital controls are excluded.
3. The repair, upgrade, replacement or installation of fire life safety systems is excluded.
4. Installation is based on accessibility in all work areas; relocation of furniture and equipment is excluded.
5. Plans, permits, fees, structural engineering and or modifications are excluded.
6. Demolition and replacement of drywall and or framing on walls and hard lid ceilings is excluded.
7. Removal, replacement or modifications to architectural structures and or designs is excluded.
8. Accessible parking to work area will be provided by owner without cost to contractor.
9. Providing or installing access doors that are necessary to access equipment are excluded.
10. Air and Water Balance is excluded.
11. Relocation of services such as plumbing, electrical, lighting and/or sprinkler piping is excluded.
12. Price does not include demo, concrete coring, saw cutting, underground conduits, trenching, backfilling, cutting, patching, painting of the ceilings, walls or roof, etc.
13. We do not warrant proper operation of existing isolation valves that may be used for the repair or replacement of a specific item.
14. The repair, upgrade, replacement or installation of electrical feeds, circuits or circuit breakers is not included.
15. Schedules and lead times may be affected by material availability, equipment manufacturing lead times, and the present work load of Pacific Rim Mechanical.
16. Pricing for Design Build Projects are based on preliminary design. Pricing may change based on plan check, more in depth engineering, etc..

 Customer

 Authorized Signature


 Name / Title

 Date

 Purchase Order #

Pacific Rim Mechanical

 Contractor



 Beth Pires, Sr. Project Engineer

 5/17/19
 Date



Repair Terms & Conditions

1. Pacific Rim Mechanical will be permitted free and timely access to all areas and equipment requiring service, and will be permitted to start and to stop equipment as necessary to perform the contracted services. All of the work performed under this agreement will be performed during Pacific Rim Mechanical's normal working hours.
2. Pacific Rim Mechanical guarantees its service labor for 30 days. Additional warranties can be established for equipment covered by maintenance service contract.
3. Our customer agrees to pay all invoices within ten (10) days of receipt. If payments for service become thirty (30) days, or more, delinquent, Pacific Rim Mechanical may stop all work under this agreement without notice and / or cancel this contract for services. The entire contract amount shall then become payable upon demand. If Pacific Rim Mechanical must commence legal action to recover amounts payable under this contract, our customer will be liable for all court and attorney costs.
4. For projects over \$50,000 with duration of less than four months Pacific Rim Mechanical will invoice 40% of the contract value upon receipt of the signed contract or purchase order and will invoice 60% upon completion. For projects over \$50,000 and/or a duration of longer than four months Pacific Rim Mechanical will progress bill based on equipment and/or materials purchased and work performed. Customer will promptly pay invoices in full within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Pacific Rim Mechanical reserves the right to stop all work under this Agreement without notice and/or cancel this Agreement, and all amounts owed for work performed to date will become immediately due and payable.
5. Alterations or deviations from this agreement involving additional services, materials or labor will become an extra charge over and above the sum of this contract. Customer shall be responsible for all taxes applicable to additional services or materials.
6. Pacific Rim Mechanical cannot be liable for any loss, damage, or delay caused by availability of equipment, materials or machinery, shipping delays, labor actions, lockouts, civil authority, insurrections or riot, action of the elements, nature, or any other force beyond its control. Pacific Rim Mechanical will in no way be responsible for loss of use, loss of profit, increased operating or maintenance expenses, claims of customers' tenants or clients, or for any special, indirect, consequential damages.
7. Pacific Rim Mechanical's total liability for any and all injuries, claims, losses, expenses or damages arising out of or in any way related to this project or this agreement, from any cause or causes including, but not limited to, negligence, errors, omissions, strict liability, breach of contract or warranty shall not exceed the total amount of this contract or \$50,000, whichever is greater. Legal actions relating to this agreement must be commenced within a one (1) year period from the date the work was performed.
8. Pacific Rim Mechanical must be supplied with all pertinent Material Safety Data Sheets (MSDS) according to OSHA's hazard communication standard. Pacific Rim Mechanical requires notification from our customer about any areas in the subject facility which may present a hazard of any type to our company representatives.
9. Pacific Rim Mechanical's obligation under this agreement does not include identification, removal, or abatement of any asbestos products or other hazardous substances. If encountered, our sole obligation will be to notify our customer of its existence. Pacific Rim Mechanical will have the right to suspend its work until such products or materials and the resultant hazards are removed.
10. Customer shall, to the fullest extent permitted by law, indemnify and hold harmless Pacific Rim Mechanical and its employees from and against all claims, damages, losses, expenses, and attorney's fees arising out of or resulting from performance of work under this agreement, provided that such claim, damage or loss is caused in whole or in part by any active or passive act or omission by our customer, employees or agents of our customer, or anyone whose acts customer may be liable for, regardless whether the cause may partially involve Pacific Rim Mechanical or its employees.
11. This service agreement includes any refrigerant recovery procedures required to perform the maintenance services covered under this contract. Pacific Rim Mechanical will fully comply with the federal regulations mandated by section 608 of the 1992 Federal Clean Air Act.

THANKS FOR THE OPPORTUNITY TO SERVE YOU!



Equipment Installation Terms & Conditions

Ca. License No. 814462

1. Pacific Rim Mechanical warrants that the workmanship on new equipment installations shall be free from defects for one year from date of service. If any replacement part or item of equipment proves defective, Pacific Rim Mechanical will extend to Customer the benefits of any warranty received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty but outside the time frame of Pacific Rim Mechanical's warranty, will be at Customer's expense and at the rates then in effect.
2. Customer shall permit Pacific Rim Mechanical free and timely access to areas and equipment, and allow Pacific Rim Mechanical to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Pacific Rim Mechanical normal working hours.
3. For projects over \$50,000 with duration of less than four months Pacific Rim Mechanical will invoice 40% of the contract value upon receipt of the signed contract or purchase order and will invoice 60% upon completion. For projects over \$50,000 and/or a duration of longer than four months Pacific Rim Mechanical will progress bill based on equipment and/or materials purchased and work performed. Customer will promptly pay invoices in full within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Pacific Rim Mechanical reserves the right to stop all work under this Agreement without notice and/or cancel this Agreement, and all amounts owed for work performed to date will become immediately due and payable.
4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
5. Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labor will become an extra charge (fixed-price amount to be negotiated or on a time-and-material basis at Pacific Rim Mechanical rates then in effect) over the sum stated in this Agreement.
6. In the event Pacific Rim Mechanical must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Pacific Rim Mechanical all court costs and attorneys' fees incurred by Contractor.
7. Pacific Rim Mechanical's total liability for any and all injuries, claims, losses, expenses or damages arising out or in any way related to this project or this agreement, from any cause or causes including, but not limited to negligence, errors, omissions, strict liability, breach of contract or warranty shall not exceed the total amount of this contract or \$50,000, whichever is greater. Legal action relating to this agreement must be commenced within a one (1) year period from the date the work was performed.
8. Pacific Rim Mechanical shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Pacific Rim Mechanical employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
9. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Pacific Rim Mechanical, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Pacific Rim.
10. Customer shall make available to Pacific Rim Mechanical personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
11. Pacific Rim Mechanical's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of any asbestos products, mold, or other hazardous substances. In the event such products or substances are encountered, Pacific Rim Mechanical's sole obligation will be to notify the Owner of the existence of such products and materials. Pacific Rim Mechanical shall have the right thereafter to suspend its work until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
13. Included in this agreement, if applicable is the cost to recover and recycle the refrigerant in the equipment listed in this proposal, in compliance with the Clean Air Act of 1990. Pacific Rim Mechanical will comply with regulations that prohibit intentional venting of Hydro chlorofluorocarbons (HCFC's) and Chlorofluorocarbons (CFC's) which took effect July 1, 1992.

THANKS FOR THE OPPORTUNITY TO SERVE YOU!