



NORTH SAN MATEO COUNTY SANITATION DISTRICT

a subsidiary of the City of Daly City

333 – 90TH STREET, DALY CITY, CALIFORNIA 94015-1895

(650) 991-8127

Regular Meeting - SANITATION DISTRICT

AGENDA

Monday, November 13, 2023 - 6:45 PM

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Please note: Any written comments received after 4:00 p.m. on the meeting date is not guaranteed to be received by the Board members prior to the meeting.

2. To speak at the meeting in person, please complete a Speaker Card located at the entrance to the Council Chambers and submit to a Staff Member as early in the meeting as possible.

Persons with disabilities who require auxiliary aids or services in attending or participating in this meeting should call the office of the Board Clerk at 650-991-8200 as soon as possible.

AVAILABILITY OF PUBLIC RECORDS:

All public record to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the City Clerk's Office, City Hall located at 333 90th Street, Daly City, CA during normal business hours, at the same time that the public records are distributed or made available to the legislative body.

CALL TO ORDER:

ROLL CALL:

APPROVAL OF AGENDA:

CONSENT AGENDA

All items listed on the Consent Agenda are considered to be routine and may be approved by one roll call vote of the Board of Directors. There shall be no separate discussion of the matters on the Consent Agenda unless requested by a member of the Board. If discussion is required, that item will be removed from the Consent Agenda and will be considered separately at the end of the Agenda.

Minutes:

1. Minutes of Regular Meeting of September 25, 2023

Action Items:

2. Sewer Service Charge Appeals - Fiscal Year 2023-24
3. Tertiary Treatment System Maintenance Agreement with Parkson Corporation

END OF CONSENT AGENDA

PUBLIC APPEARANCES/ORAL COMMUNICATIONS

Speakers are limited to two minutes unless modified by the Chair. The District cannot take action on any matter raised under this item.

NEW BUSINESS

4. Motor Control Center & Transformer Replacement at the Wastewater Treatment Facility

REPORTS:

5. Board of Directors
6. Staff

ADJOURNMENT:

REGULAR MEETING - BOARD OF DIRECTORS

MINUTES

September 25, 2023

The Board of Directors of the North San Mateo County Sanitation District convened in a Regular Meeting on September 25, 2023, in the City Council Chamber, City Hall, 333 - 90th Street, Daly City, California.

The meeting was called to order by Chairman Ray Buenaventura at 6:51 p.m.

ROLL CALL:

Present: Daus-Magbual, DiGiovanni, Sylvester, Manalo, Buenaventura

Absent: None

Staff Present: General Manager Thomas J. Piccolotti, District Counsel Rose Zimmerman, Director of Water and Wastewater Resources Joshua Cosgrove, Chief of Operations Gregory Krauss, Collection System Manager Kevin McCarthy, Director of Finance and Administrative Services Tim Nevin, Assistant to the City Manager Leilani Ramos, Office Assistant II Ester Cabral as Recording Secretary.

APPROVAL OF AGENDA:

Director of Water and Wastewater Resources Joshua Cosgrove requested Item 3 of the Consent Agenda be pulled and discussed separately.

CONSENT AGENDA:

1. **Minutes of Regular Meeting of April 24, 2023**
2. **Sewer Service Charge Appeals FY 2023-24**

Motion was made to approve Consent Agenda except Item 3, seconded (Manalo/Sylvester) and unanimously carried to adopt the Consent Agenda.

3. **Authorize Staff to Enter into an Agreement for Design Services with EKI Environment & Water Inc.**

Vice-Chair Juslyn Manalo resides within 500 yards of the Evergreen/Winchester/Templeton project sites; therefore, she recused herself prior to discussion of Item 3.

Director of Water and Wastewater Joshua Cosgrove recommended the Board of Directors authorize an agreement with EKI Environment and Water Inc. for engineering design services for the Evergreen/Winchester/Templeton sewer replacement project for a cost not to exceed \$146,000 (\$133,000 proposal cost + \$13,000 contingency).

Motion was made, seconded (DiGiovanni/Daus-Magbual) and unanimously carried to adopt Resolution 23-SD-12, "Authorizing Execution of Agreement with EKI Environment and Water Inc. for Engineering Design Services for the Evergreen/Winchester/Templeton Sewer Replacement Project."

NEW BUSINESS:

None.

REPORTS:

1. **Board of Directors**

None.

2. **Staff**

None.

ADJOURNMENT:

At 6:55 p.m., call of adjournment of Regular Meeting by Chairman Ray Buenaventura.



North San Mateo County Sanitation District

a subsidiary of the City of Daly City

Meeting Date: November 13, 2023

Subject: SEWER SERVICE CHARGE APPEALS - FISCAL YEAR 2023-24

Recommended Action

Based on staff review, I recommend that the sewer service charge be revised and based on annual water consumption or average yearly consumption excluding the base period.

Daly City Water

Van Leeuwen, Gemini
APN# 091-351-050

Malayan, Danny
APN# 002-144-170

Lew, Fay Hoo
APN# 002-382-200

Korean Central Presbyterian Church
APN# 008-191-640

Danek, Michaela
APN# 003-422-020

Wong, Kevin
APN# 006-153-140

Chau, Phat Tuan & Xuan, Xiao Feng
APN# 091-682-430

Wong, Sik Hoi
APN# 090-071-280

Cuan, Jim
APN# 091-263-520

Cal Water

Bluestone Equity LLC
APN# 006-133-090

Staff is available to provide any additional information desired by the Chair or Board Members.

A handwritten signature in black ink, appearing to read "Timothy Nevin".

Respectfully submitted,

Timothy Nevin
Director of Finance and Administrative Services

Attachment: Sewer Service Charge Appeals

cc: District General Manager
City Attorney
Department of Water and Wastewater Resources

NORTH SAN MATEO COUNTY SANITATION DISTRICT
SEWER SERVICE CHARGE APPEAL
BOARD MEETING DATE

PARCEL NO.	091-351-050	2023-24
CUSTOMER NAME	Gemini Van Leeuwen	
SERVICE ADDRESS	32 Dover Ct., Daly City, CA 94015	

CREDIT BASED ON ACTUAL ANNUAL USAGE

WATER USAGE:

		BASE PERIOD	111
		2 MONTHS PRIOR	37
2 MONTHS AFTER	24	4 MONTHS PRIOR	25
4 MONTHS AFTER	23	6 MONTHS PRIOR	26
		8 MONTHS PRIOR	23
		10 MONTHS PRIOR	25
		ACTUAL ANNUAL USAGE	247
		BASE PERIOD ANNUALIZED	666
		ANNUAL CREDIT IN UNITS	
		(MUST BE OVER 15 UNITS)	419
		PERCENTAGE CHANGE	
		(MUST BE OVER 10%)	170%
		ANNUAL CREDIT IN DOLLARS	\$4,118.77
		(N.S.M.C.S.D. \$9.83 per unit)	

REASON FOR APPEAL

During the base period, customer found a toilet leak. Usage decreased after the rubber seal was changed.

STAFF RECOMMENDATION TO BOARD

Grant Adjustment - Based on actual annual usage

NORTH SAN MATEO COUNTY SANITATION DISTRICT
SEWER SERVICE CHARGE APPEAL
BOARD MEETING DATE

PARCEL NO.	008-191-640	2023-24
CUSTOMER NAME	Korean Central Prebyterian Church	
SERVICE ADDRESS	50 Northridge Dr., Daly Cty CA 94014	

CREDIT BASED ON ACTUAL ANNUAL USAGE

WATER USAGE:

		BASE PERIOD	129
		2 MONTHS PRIOR	145
2 MONTHS AFTER	19	4 MONTHS PRIOR	52
4 MONTHS AFTER	22	6 MONTHS PRIOR	33
		8 MONTHS PRIOR	20
		10 MONTHS PRIOR	15
ACTUAL ANNUAL USAGE			394
BASE PERIOD ANNUALIZED			774
ANNUAL CREDIT IN UNITS (MUST BE OVER 15 UNITS)			380
PERCENTAGE CHANGE (MUST BE OVER 10%)			96%
ANNUAL CREDIT IN DOLLARS			\$3,735.40
(N.S.M.C.S.D. \$9.83 per unit)			

REASON FOR APPEAL

There was an increase in usage throughout the winter months into the base period. Customers mentioned that there was no leak found and no repairs made, however usage started to decrease on its own.

STAFF RECOMMENDATION TO BOARD

Grant Adjustment - Based on actual annual usage

NORTH SAN MATEO COUNTY SANITATION DISTRICT
SEWER SERVICE CHARGE APPEAL
BOARD MEETING DATE

PARCEL NO.	091-682-430	2023-24
CUSTOMER NAME	Phat Tuan Chau & Xiao Feng Xuan	
SERVICE ADDRESS	350 Barbara Lane, Daly City CA 94015	

CREDIT BASED ON ACTUAL ANNUAL USAGE

WATER USAGE:

		BASE PERIOD	102
		2 MONTHS PRIOR	15
2 MONTHS AFTER	16	4 MONTHS PRIOR	4
4 MONTHS AFTER	5	6 MONTHS PRIOR	5
		8 MONTHS PRIOR	5
		10 MONTHS PRIOR	1
		ACTUAL ANNUAL USAGE	132
		BASE PERIOD ANNUALIZED	612
		ANNUAL CREDIT IN UNITS	
		(MUST BE OVER 15 UNITS)	480
		PERCENTAGE CHANGE	
		(MUST BE OVER 10%)	364%
		ANNUAL CREDIT IN DOLLARS	\$4,718.40
		(N.S.M.C.S.D. \$9.83 per unit)	

REASON FOR APPEAL

During the base period there was a toilet leak which the owner repaired once he was notified. After repairs were completed, usage decreased.

STAFF RECOMMENDATION TO BOARD

Grant Adjustment - Based on actual annual usage

NORTH SAN MATEO COUNTY SANITATION DISTRICT
SEWER SERVICE CHARGE APPEAL 2023-24
BOARD MEETING

PARCEL NO: 002-144-170
OWNER NAME: Danny Malayan
SERVICE ADDRESS: 514 N. Mayfair Ave., Daly City CA 94015

CREDIT BASED ON AVERAGE ANNUAL CONSUMPTION

ACTUAL BASE PERIOD USAGE	21	AVERAGE BIMONTHLY USAGE	
		2 MONTHS PRIOR	17
		4 MONTHS PRIOR	5
		6 MONTHS PRIOR	0
		8 MONTHS PRIOR	1
2 MONTHS AFTER	5	10 MONTHS PRIOR	3
4 MONTHS AFTER	4		
		AVERAGE ANNUAL USAGE	26
		ACTUAL BASE PERIOD ANNUALIZED	126
		ANNUAL CREDIT IN UNITS (Must be over 15 units)	100
		PERCENTAGE CHANGE (Must be over 10%)	79%
		ANNUAL CREDIT IN DOLLARS	<u>\$983.00</u>

SANITATION CHARGE IS \$ 9.83
PER UNIT

REASON FOR APPEAL

There was a leak at the sewer line during the base period. After it was replaced, usage decreased back to normal.

STAFF RECOMMENDATION TO BOARD

Grant adjustment - Based on average annual consumption.

NORTH SAN MATEO COUNTY SANITATION DISTRICT
SEWER SERVICE CHARGE APPEAL
BOARD MEETING DATE

PARCEL NO.	003-422-020	2023-24
CUSTOMER NAME	Michaela Danek	
SERVICE ADDRESS	118 Wyandotte Ave., Daly City, CA 94014	

CREDIT BASED ON ACTUAL ANNUAL USAGE

WATER USAGE:

		BASE PERIOD	125
		2 MONTHS PRIOR	18
2 MONTHS AFTER	18	4 MONTHS PRIOR	15
4 MONTHS AFTER	13	6 MONTHS PRIOR	12
		8 MONTHS PRIOR	15
		10 MONTHS PRIOR	16
ACTUAL ANNUAL USAGE			201
BASE PERIOD ANNUALIZED			750
ANNUAL CREDIT IN UNITS			
(MUST BE OVER 15 UNITS)			549
PERCENTAGE CHANGE			
(MUST BE OVER 10%)			273%
ANNUAL CREDIT IN DOLLARS			\$5,396.67
(N.S.M.C.S.D. \$9.83 per unit)			

REASON FOR APPEAL

During the base period, customer found a leak in downstairs toilet caused by a malfunctioning overflow valve. Usage went down after the plumber repaired the leak.

STAFF RECOMMENDATION TO BOARD

Grant Adjustment - Based on actual annual usage

NORTH SAN MATEO COUNTY SANITATION DISTRICT
SEWER SERVICE CHARGE APPEAL
BOARD MEETING DATE

PARCEL NO.	090-071-280	2023-24
CUSTOMER NAME	Sik Hoi Wong	
SERVICE ADDRESS	526 S. Hill Blvd., Daly City, CA 94014	

CREDIT BASED ON ACTUAL ANNUAL USAGE

WATER USAGE:

		BASE PERIOD	22
		2 MONTHS PRIOR	9
2 MONTHS AFTER	57	4 MONTHS PRIOR	9
4 MONTHS AFTER	16	6 MONTHS PRIOR	10
		8 MONTHS PRIOR	10
		10 MONTHS PRIOR	9
		ACTUAL ANNUAL USAGE	69
		BASE PERIOD ANNUALIZED	132
		ANNUAL CREDIT IN UNITS	
		(MUST BE OVER 15 UNITS)	63
		PERCENTAGE CHANGE	
		(MUST BE OVER 10%)	91%
		ANNUAL CREDIT IN DOLLARS	\$619.29
		(N.S.M.C.S.D. \$9.83 per unit)	

REASON FOR APPEAL

During the base period, customer found a toilet leak. After repairs were completed, usage decreased.

STAFF RECOMMENDATION TO BOARD

Grant Adjustment - Based on actual annual usage

NORTH SAN MATEO COUNTY SANITATION DISTRICT
SEWER SERVICE CHARGE APPEAL 2023-24
BOARD MEETING

PARCEL NO: 002-382-200
CUSTOMER NAME: Fay Lew Hoo
SERVICE ADDRESS: 326 Woodrow St., Daly City, CA 94014

CREDIT BASED ON AVERAGE ANNUAL CONSUMPTION

ACTUAL BASE PERIOD USAGE	46	AVERAGE BIMONTHLY USAGE	
		2 MONTHS PRIOR	5
		4 MONTHS PRIOR	5
		6 MONTHS PRIOR	5
		8 MONTHS PRIOR	5
2 MONTHS AFTER	4	10 MONTHS PRIOR	5
4 MONTHS AFTER	5		
		AVERAGE ANNUAL USAGE	25
		ACTUAL BASE PERIOD ANNUALIZED	276
		ANNUAL CREDIT IN UNITS (Must be over 15 units)	251
		PERCENTAGE CHANGE (Must be over 10%)	91%
		ANNUAL CREDIT IN DOLLARS	<u>\$2,467.33</u>

SANITATION CHARGE IS \$ 9.83
PER UNIT

REASON FOR APPEAL

DURING THE BASE PERIOD, THERE WAS A WATER LEAK AT THE WATER METER.
WATER USAGE WENT DOWN AFTER THE WATER AND WASTEWATER DEPARTMENT REPAIRED THE GASKET IN THE METER.

STAFF RECOMMENDATION TO BOARD

GRANT ADJUSTMENT - BASED ON AVERAGE ANNUAL CONSUMPTION.

NORTH SAN MATEO COUNTY SANITATION DISTRICT
SEWER SERVICE CHARGE APPEAL
BOARD MEETING DATE

PARCEL NO. 006-153-140 2023-24
CUSTOMER NAME Kevin Wong
SERVICE ADDRESS 101 Village Ln., Daly City, CA 94015

CREDIT BASED ON ACTUAL ANNUAL USAGE

WATER USAGE:

		BASE PERIOD	25
		2 MONTHS PRIOR	14
2 MONTHS AFTER	32	4 MONTHS PRIOR	6
4 MONTHS AFTER	8	6 MONTHS PRIOR	4
		8 MONTHS PRIOR	5
		10 MONTHS PRIOR	5
		ACTUAL ANNUAL USAGE	59
		BASE PERIOD ANNUALIZED	150
		ANNUAL CREDIT IN UNITS	
		(MUST BE OVER 15 UNITS)	91
		PERCENTAGE CHANGE	
		(MUST BE OVER 10%)	154%
		ANNUAL CREDIT IN DOLLARS	\$894.53
		(N.S.M.C.S.D. \$9.83 per unit)	

REASON FOR APPEAL

During the base period, customer found a toilet leak in the guest bathroom. Usage went down after repairs were completed.

STAFF RECOMMENDATION TO BOARD

Grant Adjustment - Based on actual annual usage

NORTH SAN MATEO COUNTY SANITATION DISTRICT
SEWER SERVICE CHARGE APPEAL
BOARD MEETING DATE

PARCEL NO. 091-263-520 2023-24
CUSTOMER NAME Jim Cuan
SERVICE ADDRESS 872 Gellert Blvd., Daly City, CA 94015

CREDIT BASED ON ACTUAL ANNUAL USAGE

WATER USAGE:

		BASE PERIOD	55
		2 MONTHS PRIOR	14
2 MONTHS AFTER	16	4 MONTHS PRIOR	3
4 MONTHS AFTER	3	6 MONTHS PRIOR	3
		8 MONTHS PRIOR	4
		10 MONTHS PRIOR	3
		ACTUAL ANNUAL USAGE	82
		BASE PERIOD ANNUALIZED	330
		ANNUAL CREDIT IN UNITS	
		(MUST BE OVER 15 UNITS)	248
		PERCENTAGE CHANGE	
		(MUST BE OVER 10%)	302%
		ANNUAL CREDIT IN DOLLARS	\$2,437.84
		(N.S.M.C.S.D. \$9.83 per unit)	

REASON FOR APPEAL

During the base period, customer found a toilet leak caused by a faulty flushing valve and flapper. After repairs were completed, usage decreased.

STAFF RECOMMENDATION TO BOARD

Grant Adjustment - Based on actual annual usage

NORTH SAN MATEO COUNTY SANITATION DISTRICT
SEWER SERVICE CHARGE APPEAL 2023-24
BOARD MEETING

PARCEL NO: 006-133-090
CUSTOMER NAME: Bluestone Equity LLC
SERVICE ADDRESS: 716 Larchmont Dr., Broadmoor, CA 94015

CREDIT BASED ON AVERAGE ANNUAL CONSUMPTION

ACTUAL BASE PERIOD USAGE	13	AVERAGE BIMONTHLY USAGE	
		2 MONTHS PRIOR	13
		4 MONTHS PRIOR	12
		6 MONTHS PRIOR	11
		8 MONTHS PRIOR	11
2 MONTHS AFTER		10 MONTHS PRIOR	10
4 MONTHS AFTER			
		AVERAGE	
		ANNUAL USAGE	57
		ACTUAL BASE PERIOD	
		ANNUALIZED	78
		ANNUAL CREDIT IN UNITS	
		(Must be over 15 units)	21
		PERCENTAGE CHANGE	
		(Must be over 10%)	27%
		ANNUAL CREDIT IN DOLLARS	<u>\$206.43</u>

SANITATION CHARGE IS \$ 9.83
PER UNIT

REASON FOR APPEAL

During the base period Mr. Wei states there was a leak at his sprinkler system.
Fortunately the leak was caught early and was repaired immediately.

STAFF RECOMMENDATION TO BOARD

GRANT ADJUSTMENT - BASED ON AVERAGE ANNUAL CONSUMPTION.



North San Mateo County Sanitation District

a subsidiary of the City of Daly City

Meeting Date: November 13, 2023

Subject: Tertiary Treatment System Maintenance Agreement with Parkson Corporation

Recommended Action

Board of Directors approve the agreement with Parkson Corporation for the maintenance of the Wastewater Treatment Facility's (WWTF) Tertiary Treatment System for an amount not to exceed \$137,500.00 (\$125,000.00 plus a ten percent contingency).

Background

The WWTF's Tertiary Treatment System has been in service for nineteen years. The sand filters, which treat the wastewater effluent to produce recycled water, requires maintenance and inspection services. As part of that work, the sand filter media will be cleaned.

Discussion

The WWTF's Tertiary Treatment System components were manufactured by Parkson Corporation. They are the leading experts on this type of treatment system, which make them qualified to perform the inspection and sand filter media cleaning.

Fiscal Impact

Sufficient funds are available in account 87-381-372-4220 for this action.

Summary/Conclusion

Board of Directors approve the agreement with Parkson Corporation for the maintenance of the Wastewater Treatment Facility's (WWTF) Tertiary Treatment System for an amount not to exceed \$137,500.00 (\$125,000.00 plus a ten percent contingency).

Staff is available to provide any additional information desired by the Board of Directors.

Respectfully submitted,

A handwritten signature in blue ink, reading "Joshua Cosgrove".

Joshua Cosgrove
Director of Water and Wastewater Resources

A handwritten signature in black ink, reading "Gregory Krauss".

Gregory Krauss
Chief of Operations



North San Mateo County Sanitation District

a subsidiary of the City of Daly City

Meeting Date: November 13, 2023

Subject: Motor Control Center & Transformer Replacement at the Wastewater Treatment Facility

Recommended Action

Staff recommends the Board of Directors contract with Cupertino Electric Inc. to perform the replacement of the motor control center in the Operations Building and replace the transformer for an amount not to exceed \$1,620,150 and to authorize the transfer of \$1,203,085 from Sanitation Fund 87 Fund Balance.

Background

The Wastewater Treatment Facility (Facility) utilizes several pieces of equipment to treat and ensure wastewater is processed effectively for proper use and disposal. The Facility was constructed in 1957 and has undergone various equipment upgrades since then. One of the most critical components to maintain operations is the electrical equipment. The motor control center (MCC) is electrical equipment which allows Facility equipment to function automatically through programming set points. The electrical equipment in the Operations Building however has reached its economic life and upgrades are required. There have also been recent unanticipated and emergency repairs needed to this equipment that has caused staff to accelerate the priority of its replacement. These repairs took place after the preparation of the Capital Improvement Budget.

Discussion

This work is highly specialized and only three firms were identified as having the experience and skills to perform the work. Staff along with consultants from Hazen Engineering developed an electrical work scope and sent out informal bid notifications to the three firms. The deadline to submit a proposal for this work was set for October 20, 2023, at 5:00pm. Out of the three prospective contractors, only one proposal was received for this project. The following table summarizes the bids received.

Electrical Contractor	Bid Proposal
Cupertino Electric, Inc.	\$ 1,543,000
Rosendin Electric, Inc.	No response
Morrow Meadows	No response

After further review of the bid proposals, staff recommends selecting Cupertino Electric Inc (CEI) for their responsiveness as well as their experience and knowledge working at wastewater treatment facilities. Cupertino Electric Inc. has worked on similar projects and is prepared to perform the work in the required time.

Fiscal Impact

Total funding needed for the contract is \$1,543,000 plus a contingency of five percent (\$77,150) for unforeseen scoping for a total not to exceed amount of \$1,620,150. Current available funding in 87-920-858-4536, Treatment Plan Electrical Upgrade, is \$417,065. Staff is requesting to appropriate \$1,203,085 of Sanitation Fund 87 Fund Balance to meet the total needed for bid proposal and contingency.

Summary/Conclusion

Staff recommends the Board of Directors contract with Cupertino Electric Inc. to perform the replacement of the motor control center in the Operations Building and replace the transformer for an amount not to exceed \$1,620,150 and to authorize the transfer of \$1,203,085 from Sanitation Fund 87 Fund Balance.

Staff is available to answer questions or provide additional information to the members of the Board.

Respectfully submitted,

A blue ink signature of Michael Patolo, consisting of a stylized 'M' followed by a horizontal line.

Michael Patolo
Plant and Equipment Maintenance Manager

A blue ink signature of Joshua Cosgrove, written in a cursive style.

Joshua Cosgrove
Director of Water and Wastewater Resources

Attachment 1: Electrical Proposal Rev 2- Cupertino Electric Inc.

Attachment 2: Draft Agreement

Quote # 23-1-27086-00
CEI Contractors License # 174637

October 20, 2023

Attn: Mark Blackman

Re: Daly City WTP
Electrical Proposal Rev 2

Dear Gary,

We are pleased to submit for your consideration our electrical quotation for the above referenced project. Our proposal is based on the drawings, scope of work, and clarifications listed below.

Scope of Work:

1. Removal/Replacement of Transformer
 - a. Transformer pad (Replace), Grounding (Existing), Conduit (Existing), Feeder (Replace), XFMR (Provided by owner)
 - b. Remove and replace bus duct with conduit.
2. Remove/Replace Distribution Switchgear (Main, ATS, Sub Feed to MCC)
 - a. Furnish/Install new switchgear with digital power monitor, Tie into existing panelboard and MCC, Reconnect existing Emergency Feeder to ATS (1000A).
3. Remove/Replace MV Feeders
 - a. Remove and replace MV feeders to MV Switchgear (Match Existing Feeder Size)
 - b. Reuse existing conduit upstream of MV Transformer and new conduit downstream of MV transformer.
4. Temporary Power
 - a. Provide 1 Temporary Generator with tap can during replacement of Distribution Switchgear.
 - i. Temporary Generator will be sized based on Main breaker size of existing Distribution Switchgear to provide temporary power to subfeed MCC's for the entire duration of demo and new installation.
 - ii. Shutdowns/Outages will be done during low flow and outage windows will be minimized to 4hr increments in coordination with the operations team.
5. Engineering Services
 - a. Design submittal
 - b. Shop drawing submittal development
 - c. Shop drawing submittal review
 - d. O&M Manuals
 - e. Arc Flash Analysis (New Equipment)
 - i. Provide arc flash labels (New Equipment)
 - ii. Protective device trip settings (New Equipment)
6. Neta Testing by 3rd party testing firm (New Equipment)
7. Removal and replacement of existing doors (if required to perform above scope)

Description	Costs
Materials/Equipment	\$624,800.00
Labor	\$562,200.00
Engineering Services	\$45,000.00
Arc Flash/Coordination Study (New Equipment)	\$25,000.00
Temporary Power	\$245,000.00
Neta Testing	\$28,000.00
Start-up Services	\$8,000.00
Modifications of existing building doors	\$5,000.00
Grand Total:	\$1,543,000.00

*Pricing breakdown provided for bid leveling

*Pricing is LS for all bid breakdown items and can not be viewed as individual bid items. Bid is only valid if full total is contracted.

Clarifications/Exclusions

8. All work is to be performed on straight time.
9. A new transformer pad in place of existing will be placed.
10. Temporary power and lighting is not included.
11. Exclude permit cost.
12. Demolition is included. Disposal of transformer, switchgear, bus duct and MV Cable is included.
13. We include sealing as required for penetrations through wall for transformer secondary feed to switchgear.
14. Painting is not included except for touch-up of standard finishes on equipment furnished by us.
15. Cutting and patching is excluded, concrete replacement including finishing is excluded.
16. The cost of a performance and payment bond is not included. The cost of any special insurance is excluded. A price can be provided if required.
17. We will not participate in liquidated damage expenses, if damages are due to any cause other than our own actions.
18. Utility company charges and/or fees are not included.
19. We exclude corrections of existing code violations, if any exist.
20. Our proposal is firm for 30 days.
21. This letter must be made a part of the contract.
22. Our proposal is based on the assumption that work will flow in a continuous, sequential, adjacent area-by-area manner, with adequate time allowed for electrical work in the construction schedule. Work stoppages and work requested to be performed in a non-continuous or compressed manner may result in a request for an upward adjustment of the contract value.
23. Structural reinforcement in concrete/decking or walls for electrical sleeves/raceways/penetrations are excluded.
13. Short circuit and coordination studies are excluded.
14. After-hour inspections and special inspections are excluded.
15. Field engineering, surveying, locating and plotting of existing underground utilities are excluded.
16. It is assumed to utilize existing duct bank and conduit systems. CEI will pull new MV Feeder from MV Switchgear to Transformer which is being replaced.
17. Protective bollards are excluded.
18. Offsite utility service extensions are excluded.
19. UL certification of non-UL listed equipment is excluded.
20. CEI will not work on energized electrical systems. Before we perform a shutdown, our Method of Procedure (MOP) must be reviewed and signed/approved by the Owner. All shutdowns are at straight time.
21. This proposal does not include any costs for the generator exhaust environmental modifications that may be required through the Bay Area Air Quality Management District. The extent of any necessary modifications cannot be determined until a permit application has been filed by the owner and processed through BAAQMD.

22. This proposal is based on adequate space on site for storage of tools, materials, project office trailer and employees parking.
23. Cupertino Electric will not be held liable for any lost time or product that may occur as a result of any power interruption during the course of this work.
24. Equipment and materials supplied by the contractor are warranted only to the extent they are warranted by the manufacturer.
25. Anything (verbal or written) expressed or implied elsewhere, which is contrary to these terms shall be null and void.

We appreciate this opportunity to present our proposal and your consideration of Cupertino Electric. Please contact us if you have any questions.

Best Regards,
CUPERTINO ELECTRIC, INC.

Stephen K. Lewis

Stephen K. Lewis
Senior Project Manager
Mobile: 408-921-7653

1132 North Seventh Street, San Jose, CA 95112
CA LIC #174637

1-877-747-4CEI info@cei.com ·
www.CEI.com

**AGREEMENT FOR SERVICES
BETWEEN THE NORTH SAN MATEO COUNTY SANITATION DISTRICT,
A SUBSIDIARY OF THE CITY OF DALY CITY,
AND**

Cupertino Electric Inc

THIS AGREEMENT, made and entered into at Daly City, California, this _____ day of _____, 20____ by and between the NORTH SAN MATEO COUNTY SANITATION DISTRICT, a subsidiary of the City of Daly City, a Municipal Corporation, hereinafter referred to as "DISTRICT", and Cupertino Electric, Inc., a California Corporation, hereinafter referred to as "FIRST PARTY."

WITNESSETH:

WHEREAS, DISTRICT desires to retain FIRST PARTY to provide certain professional services for DISTRICT in connection with that certain project called:

WWTF Motor Control Center and Transformer Replacement Project
(HEREINAFTER REFERRED TO AS "PROJECT")

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS of each of the parties hereto, it is hereby agreed as follows:

I. SCOPE OF WORK

In consideration of the payment by DISTRICT to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the services as set forth in Exhibit A.

II. SCHEDULE FOR WORK

FIRST PARTY's proposed schedule for the various services required pursuant to this contract will be as set forth in Exhibit B. DISTRICT will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in Exhibit B. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other, or the other's employees and agents.

FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from DISTRICT. The "Notice to Proceed" date shall be considered the "effective date" of the Agreement, as used herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver to DISTRICT all project related files, records, and materials within one month after completion of all of FIRST PARTY's activities required under this Agreement.

III. COMPENSATION AND PAYMENT

A. DISTRICT shall pay FIRST PARTY an all inclusive fee that shall not exceed the amount as detailed in Exhibit C. This compensation shall be based on the rates attached in Exhibit C. Fixed hourly rates shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY.

FIRST PARTY's fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.

- B. Payments shall be monthly for the invoice amount or such other amount as approved by DISTRICT. As each payment is due, a statement describing the services performed shall be submitted to DISTRICT by the FIRST PARTY. DISTRICT shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by DISTRICT, less retention. The retention will be zero percent (0%) of each payment, and final payment. Payment of the retention will be made to FIRST PARTY by DISTRICT thirty-five (35) calendar days after completion and acceptance of all work required under this Agreement.
- C. Payments are due upon receipt of written invoices. DISTRICT shall have the right to receive, upon request, documentation substantiating charges billed to DISTRICT. DISTRICT shall have the right to perform an audit of the FIRST PARTY's relevant records pertaining to the charges.

IV. EQUAL EMPLOYMENT OPPORTUNITY

- A. FIRST PARTY, with regard to the work performed by it under this Agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap or age in the retention of subconsultants, including procurement of materials and leases of equipment.
- B. FIRST PARTY shall take affirmative action to insure that applicants for employment, and employees, are treated during employment, without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.
- F. FIRST PARTY shall incorporate the foregoing requirements of this section in all subconsultants agreement hereunder.

V. PROSECUTION OF WORK

FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will complete the work in accordance with the schedule of work approved by the DISTRICT.

VI. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST

- A. FIRST PARTY shall not assign this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the DISTRICT thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the DISTRICT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the DISTRICT.

- B. In the event there is a change of more than 30% of the stock ownership or ownership in FIRST PARTY from the date this Agreement is executed, then DISTRICT shall be notified prior to the date of said change of stock ownership or interest and DISTRICT shall have the right, in event of such change in stock ownership or interest, to terminate this Agreement upon notice to FIRST PARTY. In the event DISTRICT is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that DISTRICT has terminated this Agreement.

VII. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this Agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of DISTRICT. FIRST PARTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY's services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

VIII. CONSULTANT QUALIFICATIONS

It is expressly understood that FIRST PARTY is skilled in the professional calling necessary to perform the work agreed to be done by it under this Agreement and DISTRICT relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY's work by DISTRICT does not operate as a release of FIRST PARTY from said understanding.

IX. NOTICES

All notices hereby required under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid.

Notices required to be given to DISTRICT shall be addressed as follows:

Joshua Cosgrove, Director
Department of Water and Wastewater Resources
153 Lake Merced Boulevard
Daly City, California 94015

Notices required to be given to FIRST PARTY shall be addressed as follows:

Cupertino Electric, Inc.
1132 North Seventh Street
San Jose, Ca 95112

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.

X. GENERAL LIABILITY & INDEMNIFICATION

- A. Insurance. On or before beginning any of the service or work called for by any term of this Agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of the agreement, and provide proof thereof that is acceptable to the City Attorney's Office the insurance specified in subsections (1) through (3) below with insurers and under forms of insurance satisfactory in all respects to the DISTRICT. Consultant shall not allow any subcontractor, professional or otherwise, to commence work on any subcontract until all insurance required of the consultant has also been obtained for the subcontractor.
- (1) Workers' Compensation. Statutory Workers' Compensation Insurance and Employer's Liability Insurance with limits of not less than one million dollars (\$1,000,000) for any and all persons employed directly or indirectly by consultant. In the alternative, consultant may rely on a self-insurance program to meet these requirements so long as the program of self-insurance complies fully with the provisions of the California Labor Code. In such case, excess Workers' Compensation Insurance with limits of not less than five million dollar (\$5,000,000) shall be maintained. The insurer, if insurance is provided, and the consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the DISTRICT for loss arising from worker injuries sustained under this agreement.
- (2) Commercial General and Automobile Liability. Consultant, at Consultant's own cost and expense, shall maintain Commercial General Liability Insurance for the period covered by this agreement in an amount not less than one million dollars (\$1,000,000) combined single limit coverage for risks associated with the work contemplated by this agreement. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this agreement, including the use of owned and non-owned automobiles.

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (a) The City of Daly City, its subsidiary districts, the agency, its officers, employees, agents and volunteers are to be covered as insureds as respects each of the following: liability arising out of activities performed by or on behalf of consultant, including the insured's general supervision of consultant; premises owned, occupied or used by consultant; or automobiles owned, leased, hired, or borrowed by consultant. The coverage shall contain no special limitations on the scope of protection afforded to Daly City, its subsidiary districts, the Agency, its officers, employees, agents, or volunteers.
- (b) The insurance policy form shall provide coverage on an occurrence basis, and not on the basis of claims made.
- (c) Any explosion, collapse, and underground property damage exclusion must be deleted.

- (d) An endorsement must state that coverage is primary insurance.
 - (e) Any failure of consultant to comply with reporting provisions of the policy shall not affect coverage provided to City of Daly City and its subsidiary districts, the Agency, its officers, employees, agents, and volunteers.
 - (f) Broad form property damage liability must be afforded. A deductible that does not exceed \$5,000 may be provided.
 - (g) Insurance is to be placed with California-admitted insurers, and carrier(s) must be rated "A" or above in the Best's Rating Guide. The DISTRICT reserves the right to accept or deny use of any particular carrier.
 - (h) Notice of cancellation or non-renewal must be received by the DISTRICT at least thirty (30) days prior to such change.
- (3) Deductibles and Self-Insured Retentions. During the period covered by this agreement, upon express written authorization of City's Risk Manager and City Attorney, consultant may increase such deductibles or self-insured retentions with respect to DISTRICT, its subsidiary districts, the Agency, its officers, employees, agents, and volunteers. The Risk Manager and the City Attorney may condition approval of an increase in deductible or self-insured retention levels upon a requirement that consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- (4) Notice of Reduction in Coverage. In the event that any coverage required under X. A. (1), (2), (3), of the agreement is reduced, limited, or materially affected in any other manner, at any time during the period that insurance coverage is required under this agreement, consultant shall provide written notice to DISTRICT at consultant's earliest possible opportunity and in no case later than five days after consultant is notified of the change in coverage.
- (5) Verification of Insurance. Consultant must submit acceptable proof of insurance, along with all endorsements that implement the insurance coverage required by the DISTRICT. Proof of insurance may be provided by an accurate Certificate of Insurance that identifies all insurance coverage actually in force (although it may exceed the amounts or coverages required by the DISTRICT). The original Certificate of Insurance, and signed endorsements need to be provided to the DISTRICT prior to any work being performed under the contract.
- (6) Any exceptions to the above requirements, limits or conditions are to be made upon the sole and exclusive discretion of the City of Daly City, by and through the City's Risk Manager.
- B. Indemnification - Hold Harmless. It is understood and agreed that Consultant has the professional skills, experience and/or knowledge necessary to perform the work agreed to be performed under this agreement, and DISTRICT relies upon the professional skills of Consultant to do and perform Consultant's work in a skillful and professional manner, and Consultant thus agrees to so perform the work.

Acceptance by DISTRICT of the work performed under this Agreement does not operate as a release of said Consultant from such professional responsibility for the work performed.

Consultant and sureties shall indemnify and hold harmless the City of Daly City, its subsidiary districts, their officers, agents, and employees from all claims, suits, or actions of every kind and description based upon negligence or willful misconduct brought for, or on account of, injuries or the death of any person or damage to property resulting from the performance of any work required pursuant to this Agreement or by the DISTRICT, its officers, agents or employees.

The duty of Consultant and its sureties to indemnify and hold harmless as set forth above, shall include the duty to defend as set forth in Section 2778 of the California Civil Code, provided, however, that nothing herein shall be construed to require the Consultant to indemnify the DISTRICT, its subsidiary districts, its officers, agents or employees against any responsibility for liability in contravention of Section 2782 of the California Civil Code. The duty to defend shall include any costs and expenses for attorney's fees and all incidental and consequential damages or costs from claims or litigation.

Consultant and its sureties expressly and specifically agree to waive any and all subrogation rights it may have against the DISTRICT, its subsidiary districts, officers or employees. Indemnification and waiver of subrogation contained in this section shall remain operative and in full force and effect regardless of any termination of this Agreement.

XI. RESPONSIBILITY AND LIABILITY FOR SUBCONSULTANTS AND SUBCONTRACTORS

Approval of or by DISTRICT shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its subconsultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by DISTRICT for any defect in the designs, working drawings, specifications or other documents prepared by FIRST PARTY or its subconsultants and/or subcontractors.

XII. OWNERSHIP OF WORK PRODUCT

Work products of FIRST PARTY for this project, which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall become the property of DISTRICT.

XIII. REPRESENTATION OF WORK

Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit A or as otherwise specified in Exhibit A.

XIV. TERMINATION OF AGREEMENT

- A. DISTRICT may give thirty (30) days written notice to FIRST PARTY, terminating this contract in whole or in part at any time, either for DISTRICT's convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY's change of its assigned personnel on the project without prior DISTRICT approval. Upon receipt of such notice, FIRST PARTY shall:
 - (1) Immediately discontinue all services affected (unless the notice directs otherwise); and
 - (2) Deliver to the DISTRICT all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this Agreement, whether completed or in process.
- B. If termination is for the convenience of DISTRICT, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- C. If the termination is due to the failure of FIRST PARTY to fulfill its Agreement, DISTRICT may take over the work and prosecute the same to completion by contract or otherwise. In such case, FIRST PARTY shall be liable to DISTRICT for any reasonable additional cost occasioned to the DISTRICT thereby.
- D. If, after notice of termination for failure to fulfill Agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the DISTRICT. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this section.
- E. The rights and remedies of the DISTRICT provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

XV. INSPECTION OF WORK

It is FIRST PARTY's obligation to make the work product available for DISTRICT's inspections and periodic reviews upon request by DISTRICT.

XVI. BREACH OF AGREEMENT

- A. This Agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this Agreement, shall constitute a breach of this Agreement and may be cause for termination at the election of the DISTRICT.
- B. The DISTRICT reserves the right to waive any and all breaches of this Agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the DISTRICT chooses to waive a particular breach of this Agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of Agreement.

XVII. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

XVIII. CAPTIONS

The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this Agreement.

XIX. LITIGATION OR ARBITRATION

In the event that suit or arbitration is brought to enforce the terms of this contract, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees.

XX. ENTIRE AGREEMENT

This document constitutes the sole Agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior Agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

NORTH SAN MATEO COUNTY SANITATION DISTRICT
a subsidiary of the City of Daly City
a Municipal Corporation

By _____

Title _____
"DISTRICT"

(Name of First Party Here)
a California Corporation

By _____

Title _____
"FIRST PARTY"

APPROVED AS TO FORM:

Rose Zimmerman
District Counsel

(REV. 9/30/98)