



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, September 23, 2024 - 6:45 PM

There are two ways to submit public comments: (1) submit written comments by meeting day and (2) attend the meeting in person.

1. To submit written comments by meeting day, please email dwwr@dalycity.org and include "Public Comment" in the subject line. All written comments received by 4:00 pm on meeting day will be provided to the Board members prior to the meeting.

Please note: Any emailed comments received after 4:00 p.m. on the meeting date are not guaranteed to be received by the Board members prior to the meeting. Comments are not read aloud into the record.

2. To speak at the meeting in person, please complete a Speaker Card located at the entrance to the Council Chamber and submit it 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 July 22, 2024

Action Items:

2. Sewer Service Charge Appeals - Fiscal Year 2023-24/24-25
3. Approval of Amendment #8 to Professional Services Agreement with Delve Underground
4. Approval of Professional Services Agreement with Environmental Science Associates for the Vista Grande Drainage Basin Improvement Project
5. Engineering Design Services for the I-280 Sewer Crossing

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

REPORTS:

6. Board of Directors
7. Staff

ADJOURNMENT:

REGULAR MEETING - BOARD OF DIRECTORS

MINUTES

July 22, 2024

The Board of Directors of the North San Mateo County Sanitation District convened in a Regular Meeting on July 22, 2024, in the City Council Chamber, City Hall, 333 - 90th Street, Daly City, California.

The meeting was called to order by Chairperson Juslyn Manalo at 6:52 p.m.

ROLL CALL:

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

Absent: None

Staff Present: General Manager Thomas J. Piccolotti, District Counsel Rose Zimmerman, Director of Water and Wastewater Resources Joshua Cosgrove, Chief of Operations Greg Krauss, Senior Management Analyst Anthony Tofiga, Safety and Training Compliance Officer Kaila DeFries, Collection Systems Manager Louis Langi, PEM Manager/Acting Water Distribution Manager Michael Patolo, Director of Finance and Administrative Services Tim Nevin, Assistant to the City Manager Leilani Ramos, Executive Administrative Assistant Angelica Zermeno, and Office Assistant II Ester Cabral as Recording Secretary.

APPROVAL OF AGENDA:

Motion was made, seconded (DiGiovanni/Daus-Magbual) and unanimously approved.

CONSENT AGENDA:

1. **Minutes of Regular Meeting of June 24, 2024**
2. **Sewer Service Charge Appeals – Fiscal Year 2024-25**
3. **Adoption of the North San Mateo County Sanitation District's Fiscal Year 2024-25 Operating and Capital Budget**
4. **Authorize the Purchase of a Chopper-type Portable Sewage Pump**
5. **Authorize the Purchase of Coagulant Chemicals from Polydyne Inc. for the Wastewater Treatment Facility (WWTF)**
6. **Authorize the Purchase of Disinfection Chemicals through the Bay Area Chemical Consortium for the Wastewater Treatment Facility**

Motion was made, seconded (Proaño/Daus-Magbual) and unanimously carried to adopt the Consent Agenda.

NEW BUSINESS:

None.

REPORTS:

7. **Board of Directors**

None.

8. **Staff**

None.

ADJOURNMENT:

At 6:53 p.m., call of adjournment of Regular Meeting by Chairperson Juslyn Manalo.



North San Mateo County Sanitation District

a subsidiary of the City of Daly City

Meeting Date: September 23, 2024

Subject: SEWER SERVICE CHARGE APPEALS - FISCAL YEAR 2023-24/24-25

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

Leong, William Pho & Teo, Mwe Hoon
APN# 008-314-170

Yu, Xiaohong & Zhen, Cequan
APN# 006-424-080

Westborough Water District

Lau, Mary Posadas, Benjamin & Maria
BAL0053 POS0001

Skevos, Michael & Selma
LOU0017

Allen, Theresa Wu, Kejia & Wang, Xi
ALL0001 WU0036

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

Respectfully submitted,

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

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. 008-314-170 2023-24
CUSTOMER NAME William Pho Leong & Mwe Hoon Teo
SERVICE ADDRESS 62 Belhaven Ave., Daly City, CA 94015

CREDIT BASED ON ACTUAL ANNUAL USAGE

WATER USAGE:

		BASE PERIOD	81
		2 MONTHS PRIOR	99
2 MONTHS AFTER	59	4 MONTHS PRIOR	69
4 MONTHS AFTER	41	6 MONTHS PRIOR	41
		8 MONTHS PRIOR	45
		10 MONTHS PRIOR	31
ACTUAL ANNUAL USAGE			366
BASE PERIOD ANNUALIZED			486
ANNUAL CREDIT IN UNITS			
(MUST BE OVER 15 UNITS)			120
PERCENTAGE CHANGE			
(MUST BE OVER 10%)			33%
ANNUAL CREDIT IN DOLLARS			\$1,179.60
(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 2024-25
BOARD MEETING

PARCEL NO: 006-424-080
CUSTOMER NAME: Xiaohong Yu & Cequan Zhen
SERVICE ADDRESS: 442 Florence St., Daly City CA 94014

CREDIT BASED ON AVERAGE ANNUAL CONSUMPTION

ACTUAL BASE PERIOD USAGE	745	AVERAGE BIMONTHLY USAGE	
		2 MONTHS PRIOR	80
		4 MONTHS PRIOR	13
		6 MONTHS PRIOR	14
		8 MONTHS PRIOR	11
2 MONTHS AFTER	137	10 MONTHS PRIOR	<u>9</u>
4 MONTHS AFTER	-		
		AVERAGE	
		ANNUAL USAGE	127
		ACTUAL BASE PERIOD	
		ANNUALIZED	<u>4470</u>
		ANNUAL CREDIT IN UNITS	
		(Must be over 15 units)	4343
		PERCENTAGE CHANGE	
		(Must be over 10%)	97%
		ANNUAL CREDIT IN DOLLARS	<u>\$42,691.69</u>

SANITATION CHARGE IS \$ 9.83
PER UNIT

REASON FOR APPEAL

Customer had high usage during the base period due to a leak found at irrigation pipe in the back yard. Usage decreased after leak is fixed.

STAFF RECOMMENDATION TO BOARD

GRANT ADJUSTMENT - BASED ON AVERAGE ANNUAL CONSUMPTION.

NORTH SAN MATEO COUNTY SANITATION DISTRICT
SEWER SERVICE CHARGE APPEAL 2024-25
BOARD MEETING
WESTBOROUGH WATER DISTRICT

ACCOUNT NO. BAL0053
CUSTOMER NAME Mary Lau
SERVICE ADDRESS 2323 Kristie Ln., South San Francisco, CA 94080

WATER USAGE FOLLOWING BASE PERIOD		BASE PERIOD	31
2 MONTHS AFTER	24	2 MONTHS PRIOR	42
4 MONTHS AFTER	28	4 MONTHS PRIOR	29
		6 MONTHS PRIOR	27
		8 MONTHS PRIOR	24
		10 MONTHS PRIOR	23
		ACTUAL ANNUAL USAGE	176
		BASE PERIOD ANNUALIZED	186
		ANNUAL CREDIT IN UNITS (MUST BE OVER 15 UNITS)	10
		PERCENTAGE CHANGE (MUST BE OVER 10%)	6%
		ANNUAL CREDIT IN DOLLARS	\$ 122.30

(Westborough rate \$ 12.23 per unit)

REASON FOR APPEAL

Customer had a toilet leak during the base period. Customer would like to have the sewer charge calculated with actual annual usage.

STAFF RECOMMENDATION TO BOARD

Deny adjustment- Annual credit unit is less than 15 and base period usage only exceed the actual annual usage by 6%

NORTH SAN MATEO COUNTY SANITATION DISTRICT
SEWER SERVICE CHARGE APPEAL 2024-25
BOARD MEETING
WESTBOROUGH WATER DISTRICT

ACCOUNT NO. POS0001
CUSTOMER NAME Benjamin & Maria Posadas
SERVICE ADDRESS 21 Summit Ct., S. San Francisco, CA 94080

WATER USAGE FOLLOWING BASE PERIOD	BASE PERIOD	26
2 MONTHS AFTER -	2 MONTHS PRIOR	25
4 MONTHS AFTER -	4 MONTHS PRIOR	17
	6 MONTHS PRIOR	16
	8 MONTHS PRIOR	16
	10 MONTHS PRIOR	18
ACTUAL ANNUAL USAGE		118
BASE PERIOD ANNUALIZED		156
ANNUAL CREDIT IN UNITS (MUST BE OVER 15 UNITS)		38
PERCENTAGE CHANGE (MUST BE OVER 10%)		32%
ANNUAL CREDIT IN DOLLARS		<u>\$ 464.74</u>

(Westborough rate \$ 12.23 per unit)

REASON FOR APPEAL

Customer had a toilet leak during the base period. Customer would like to have the sewer charge calculated with actual annual usage.

STAFF RECOMMENDATION TO BOARD

Grant adjustment- based on actual annual consumption.

NORTH SAN MATEO COUNTY SANITATION DISTRICT
SEWER SERVICE CHARGE APPEAL 2024-25
BOARD MEETING
WESTBOROUGH WATER DISTRICT

ACCOUNT NO. LOU0017
CUSTOMER NAME Michael & Selma Skevos
SERVICE ADDRESS 2649 Cashlea Ct., S. San Francisco, CA 94080

WATER USAGE FOLLOWING BASE PERIOD		BASE PERIOD	19
2 MONTHS AFTER	10	2 MONTHS PRIOR	24
4 MONTHS AFTER	-	4 MONTHS PRIOR	19
		6 MONTHS PRIOR	15
		8 MONTHS PRIOR	13
		10 MONTHS PRIOR	11
ACTUAL ANNUAL USAGE			101
BASE PERIOD ANNUALIZED			114
ANNUAL CREDIT IN UNITS (MUST BE OVER 15 UNITS)			13
PERCENTAGE CHANGE (MUST BE OVER 10%)			13%
ANNUAL CREDIT IN DOLLARS			<u>\$ 158.99</u>

(Westborough rate \$ 12.23 per unit)

REASON FOR APPEAL

Customer had leak in the shower and toilet valves during the base period. Customer would like to have the sewer charge calculated with actual annual usage.

STAFF RECOMMENDATION TO BOARD

Grant adjustment- based on actual annual consumption.

NORTH SAN MATEO COUNTY SANITATION DISTRICT
SEWER SERVICE CHARGE APPEAL 2024-25
BOARD MEETING
WESTBOROUGH WATER DISTRICT

ACCOUNT NO. ALL0001
CUSTOMER NAME Theresa Allen
SERVICE ADDRESS 2654 Farnee Ct., South San Francisco, CA 94080

WATER USAGE FOLLOWING BASE PERIOD		BASE PERIOD	31
2 MONTHS AFTER	34	2 MONTHS PRIOR	22
4 MONTHS AFTER	-	4 MONTHS PRIOR	17
		6 MONTHS PRIOR	9
		8 MONTHS PRIOR	8
		10 MONTHS PRIOR	6
ACTUAL ANNUAL USAGE			93
BASE PERIOD ANNUALIZED			186
ANNUAL CREDIT IN UNITS (MUST BE OVER 15 UNITS)			93
PERCENTAGE CHANGE (MUST BE OVER 10%)			100%
ANNUAL CREDIT IN DOLLARS			<u>\$ 1,137.39</u>

(Westborough rate \$ 12.23 per unit)

REASON FOR APPEAL

Customer had a toilet leak during the base period. Customer would like to have the sewer charge calculated with actual annual usage.

STAFF RECOMMENDATION TO BOARD

Grant adjustment- based on actual annual consumption.

NORTH SAN MATEO COUNTY SANITATION DISTRICT
SEWER SERVICE CHARGE APPEAL 2024-25
BOARD MEETING
WESTBOROUGH WATER DISTRICT

ACCOUNT NO. WU0036
CUSTOMER NAME Kejia Wu & Xi Wang
SERVICE ADDRESS 3867 Shamrock Ct., S, San Francisco, CA 94080

WATER USAGE FOLLOWING BASE PERIOD	BASE PERIOD	23
2 MONTHS AFTER 107	2 MONTHS PRIOR	16
4 MONTHS AFTER -	4 MONTHS PRIOR	14
	6 MONTHS PRIOR	9
	8 MONTHS PRIOR	12
	10 MONTHS PRIOR	12
ACTUAL ANNUAL USAGE		86
BASE PERIOD ANNUALIZED		138
ANNUAL CREDIT IN UNITS (MUST BE OVER 15 UNITS)		52
PERCENTAGE CHANGE (MUST BE OVER 10%)		60%
ANNUAL CREDIT IN DOLLARS		<u>\$ 635.96</u>

(Westborough rate \$ 12.23 per unit)

REASON FOR APPEAL

Customer had a toilet leak during the base period. Customer would like to have the sewer charge calculated with actual annual usage.

STAFF RECOMMENDATION TO BOARD

Grant adjustment- based on actual annual consumption.



North San Mateo County Sanitation District

a subsidiary of the City of Daly City

Meeting Date: September 23, 2024

Subject: Approval of Amendment #8 to Professional Services Agreement with Delve Underground

Recommended Action

Authorize the execution of Amendment #8 to the existing Professional Services Agreement with Delve Underground of Walnut Creek, CA in the amount of \$453,014 due to an unanticipated increase in work responding to permit regulators of the Vista Grande Drainage Basin Improvement Project.

Background/Discussion

The Vista Grande Drainage Basin Improvement Project is 100% designed and ready to go out to bid. The final steps before construction can begin is securing all necessary permits. Some of the permit regulators, most notably the Regional Water Quality Control Board, Coastal Commission, State Lands Commission, and National Park Service are requiring more information and work than anticipated when the budget was originally planned for Delve Underground. Work covered under this amendment includes continued permitting support, amendments to the EIR, agency stakeholder coordination and meetings, ROW support, and project management. This Amendment #8 will provide additional funding through their existing Professional Services Agreement to assist DWWR staff in the permit process and to the bid phase. The Amendment is attached to this staff report for reference.

Fiscal Impact

Sufficient funds are available in the Sanitation Fund 87 fund balance for this action.

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

Respectfully submitted,

A handwritten signature in blue ink that reads "Joshua Cosgrove".

Joshua Cosgrove
Director of Water and Wastewater Resources

A handwritten signature in black ink that reads "Anthony Tofiga".

Anthony Tofiga
Senior Management Analyst - DWWR

Attachment: Request for Amendment for Additional Services from Delve Underground

August 1, 2024

Joshua Cosgrove
Director of Water and Wastewater Resources
City of Daly City
North San Mateo County Sanitation District
650-991-8200 ext. 8201

Subject: Vista Grande Drainage Basin Improvements Project
Re: Request for Amendment No 8

Dear Mr. Cosgrove:

Delve Underground (formerly McMillen Jacobs Associates) has prepared this Request for Amendment to continue to provide support to Daly City in preparation of putting the Vista Grande project out to bid. Work covered under this amendment includes continued permitting support, amendments to the EIR, agency stakeholder coordination and meetings, ROW support, and project management. The following sections provide justification for this request.

Phase II – Environmental Support

ESA is currently providing environmental support services to Daly City as a subconsultant to Delve Underground. EOA is providing water quality assessment services as a subconsultant to ESA. The project scope and duration has exceeded what was originally anticipated, and certain tasks are currently overrun. It is also recognized that certain tasks that were included in the original scope of work are not required until after construction has begun, and other new tasks have been identified that must occur prior to the start of construction (now anticipated to begin in April 2025). As discussed with Daly City, a new contract directly between ESA and Daly City will be entered into, but this new contract is not anticipated to take effect until October 2024. This contract amendment will provide funds to ESA and EOA to continue to provide environmental and permitting support services through October 2024. All remaining tasks will be covered under the proposed new contract.

Task 2.0 Lake Management Plan

ESA will complete the draft and final Lake Management Plan (LMP). Funding for ongoing permit discussions with RWQCB will be covered elsewhere. \$27,548 will be reallocated to other tasks, leaving \$17,000 to complete the LMP.

Task 2.1 Prepare EIR

The current scope of work includes a CEQA addendum to address project changes since the FEIR. This addendum does not need to occur immediately, but should be completed prior to start of construction. As such, all remaining funds in this task, totaling \$75,242 will be reallocated to other tasks. This scope of work will be moved to a separate contract between ESA and Daly City.

Task 2.2 Manage the Permitting Process

Since the original scope of work was prepared for permitting, a number of regulatory changes have occurred, requiring additional field work, re-do of permitting application materials, and reassessment of impact effects. Upon submittal of permit applications, some regulatory agencies have been slow to reply to review requests, requiring substantial efforts by ESA team members regularly checking in with agency staff. Finally, regulatory agency staff information requests, or assertions that their regulatory reach extended further than appropriate, has required substantial additional analysis on ESA's part to further demonstrate the benefits of the project, minimal environmental effects, and net positive habitat improvements. Collectively, the changes in regulatory approach and analytical needs have expanded the level of effort for regulatory permitting efforts beyond that initially budgeted. Permitting is currently \$62,334 over budget (through June 2024). Work under the current contract (including this amendment) will include coordination of early permit condition implementation with the design and other teams, and beginning permit addenda requests. A budget of approximately \$11,000 is required to support permitting through October 2024. A total budget increase of \$73,334 is requested.

Tasks 2.3 through 2.10

These tasks are complete, and balances have been cleared out previously.

Task 2.11 Support to Daly City

No change

Task 2.12 Project Management

No change

Task 2.13 WQA Supplemental Services

EOA (subcontracted under ESA) continues to provide Water Quality Assessment services. \$17,136 is requested to cover current overruns. An additional \$19,000 is requested for additional work through October 2024. A total of \$36,136 is requested under this contract amendment.

Task 2.14 Prop 1 Funding

No further work is required in this task. \$7,614 will be reallocated to other tasks.

Task 2.15 HABS/HAER

The majority of this task is complete. Remaining work, including interpretive sign posts and post-construction reporting will not happen until construction commences. Remaining work will be included in a subsequent contract between Daly City and ESA, and remaining budget in this task of \$17,377 will be reallocated to other tasks.

Task 2.16 Mitigation Implementation

New lake area surveys are required by the California Coastal Commission in August 2024 in order to meet mitigation objectives. The following new scope is proposed:

Lake Merced Shoreline Vegetation Survey (Baseline) – required for compliance with CDP NOI special conditions 6 and 7.

- 4 surveyors (2 teams of 2) for 6 days, assume 10-hour days
- Walk entire shoreline between the waterline and 11ft elevation City Datum to document existing conditions. Surveyors will update 2006 vegetation polygon boundaries and collect additional information on vegetation communities and composition required by the CDP.
- Following the survey, a desktop analysis will utilize recent Nearmap imagery (June 14, 2024) to refine boundaries of inaccessible areas (e.g., freshwater marsh below the waterline) and clean up survey data.

Summer Rare Plant Survey - required for compliance with CEQA mitigation measures

- 2 botanists will survey construction areas for late summer blooming rare plant species.
- Results will be incorporated into the rare plant survey report that will be prepared under the next contract.
- Survey assumes construction start date in spring 2025, which is why this survey is needed in 2024.

An additional \$40,933 is requested for this task.

Phase II Compensation for Additional Services:

A total of \$22,622 is requested for additional Phase II services, as presented in Table 1.

Table 1: Phase II Cost Analysis (ESA and EOA)

Task	Approved Cost Plan	Invoiced thru 30 June 2024	Budget Remaining	Forecast to Complete	Forecast	Amendment 8 Modification¹
PHASE TWO						
2.0 Lake Mgmt Plan	\$535,054	\$490,506	\$44,548	\$17,000	\$507,506	(\$27,548)
2.1 Prepare EIR	\$890,333	\$815,091	\$75,242	\$0	\$815,091	(\$75,242)
2.2 Manage Permits	\$913,638	\$975,972	(\$62,334)	\$11,000	\$986,972	\$73,334
2.3 Perform Land Eng	\$9,047	\$9,047	\$0	\$0	\$9,047	\$0
2.4 Conduct Geotech Invest.	\$318,906	\$318,906	\$0	\$0	\$318,906	\$0
2.5 Perform Prelim Eng	\$256,656	\$256,656	\$0	\$0	\$256,656	\$0
2.6 Manage Risks	\$51,828	\$51,828	\$0	\$0	\$51,828	\$0
2.7 Prepare Prelim Eng Dwgs	\$270,774	\$270,774	\$0	\$0	\$270,774	\$0
2.8 Prepare Prelim Spec	\$21,466	\$21,466	\$0	\$0	\$21,466	\$0
2.9 Prepare Cost Estimates	\$42,187	\$42,187	\$0	\$0	\$42,187	\$0
2.10 Prepare Prelim Desg Rep	\$33,783	\$33,783	\$0	\$0	\$33,783	\$0
2.11 Support to Daly City	\$210,217	\$194,682	\$15,535	\$15,535	\$210,217	\$0
2.12 Project Management	\$323,078	\$310,245	\$12,832	\$12,832	\$323,078	\$0
2.13 WQA Services	\$502,984	\$520,120	(\$17,136)	\$19,000	\$539,120	\$36,136
2.14 Prop 1 Funding	\$240,140	\$232,526	\$7,614	\$0	\$232,526	(\$7,614)
2.15 HABS/HAER	\$50,953	\$33,576	\$17,377	\$0	\$33,576	(\$17,377)
2.16 Mitigation Implementation	\$77,035	\$17,968	\$59,067	\$100,000	\$117,968	\$40,933
Phase Two Total	\$4,748,078	\$4,595,332	\$152,746	\$175,368	\$4,770,700	\$22,622

¹ includes 4% Sub markup

Task 4.14 - Post 100% Submittal Support

The 100% Design package was issued to the City in September 2020. Since that time, Delve Underground (formerly McMillen Jacobs Associates) and Brown and Caldwell have been working to support the City with additional permitting, easement, funding, and utility coordination support. Contract Amendment 7, executed in December 2022, provided as-needed funds to support the project through June 2023. This current amendment request includes effort for additional Support to Daly City including extension of the project schedule to a new proposed bid advertisement date of September 2024. With the extension of the project schedule, the design team requires additional budget to continue to provide services for the following scope Tasks: Support Project Management, support to Daly City, preparation of Updated Bid Documents (drawings and specifications), and ongoing Utility Coordination tasks.

- Bid Documents: The design team will update the bid documents based on project changes since the 100% design document submittal. Changes include new permit conditions (e.g. CCC, CDFW, SFDPW, etc.), changed conditions (e.g. new park at Lake Merced), and coordination with stakeholders (e.g. SFPUC, Olympic Club). The following will be reissued:
 - 100% drawings. As the previous drawings were issued 4 years ago, all drawings will be re-signed and restamped (including second tier subs for roadways and landscaping).
 - 100% Technical Specifications. The technical specifications will be updated as needed.

- Division 0 and 1 Specifications: The design team will update the previously prepared Division 1 specifications. The design team will also prepare, with support from Daly City, new Division 0 specifications (including Instructions to Bidders, General Conditions, Supplementary Conditions, etc.).
- Permitting: The design team will continue to provide support in the permitting process. We will continue to lead the Encroachment Permit process and NPS SUP, and will submit the CalOSHA gas classification permit request. We will continue to respond to questions arising from other permit applications.
- Stakeholder and Partner Coordination: We will continue to coordinate with The Olympic Club, SFPUC, NPS, Lakewood Apartments, and other stakeholders as needed.
- Utility Coordination: We will provide support to Daly City in existing, ongoing utility coordination and relocation activities. ; This includes calls, meetings, site visits, and responses to other requests for information as initiated by Pacific Gas and Electric, AT&T, and SFPUC.
- Project Management: We will continue to manage staff and subconsultants. We will prepare and submit to Daly City monthly invoices with summary project reports of work accomplished at the end of each billing month. We will assign resources as required to complete the work and monitor job progress against the scope and budget on a regular basis.
- Additional Revegetation Drawings: Recently developed strategies for accommodating CCC mandated revegetation will require revegetation drawings for submittal to CCC prior to construction. These drawings will provide direction to revegetate all disturbed areas within the project. These drawings and specification update will be added to the bid package as an addendum in October.
 - Develop up to 8 new landscape drawings including layout key plans, planting plans, and planting details. Planting layouts will be based upon the existing Vista Grande Mitigation Approach Plan for California Coastal Commission, Appendix C – Restoration Areas for Construction Disturbance Impacts (ESA, 2022).
 - Update specification section 02900 - Planting.
 - Irrigation, fencing, and hardscape plans are not included.

Assumptions:

- This contract will be extended to December 31, 2024.
- This amendment will extend the Project Management for an additional 7 months starting on June 1, 2020.

- The City of Daly City has elected to maintain the project design engineering codes as documented in the September 2020 Basis of Design Report submittal. If an update to the bid documents based on an updated engineering code is required, an amendment will be required to review the code change and update the bid documents.
- The City of Daly City will review and provide feedback on front-end specification changes
- This budget does not include effort for review of Buy American provisions that may be required as part of project funding or update to bid documents that may be required as part of these provisions.
- Landscape drawings and spec update will be added to the bid package through addendum during the bid process.

Deliverables:

- Seven additional monthly invoices and progress reports.
- One draft and one final updated, signed and sealed project bid documents in PDF format.
- Front-end specification comments and edits in track changes - (two rounds)
- Up to 8 new landscape drawings, and update to one specification

Task 4.14 Compensation – See Table 2.

Task 5 - Bidding Assistance

The final design scope and budget were developed in 2018 under Contract Amendment No. 3. \$156,127 was allocated to Task 5 – Bidding Assistance to provide consulting services during the bid phase of the project. At the time, it was anticipated that the project would bid in 2020. We request that the original Task 5 budget be escalated at 3% per year for the 4 year project delay. This results in an increase of \$19,672.

Compensation

Due to the additional scope of work and project complexities and challenges described herein, this contract amendment requests an additional fee of \$22,622 for ESA and EOA. These costs are described in detail in Table 1. Furthermore, Delve Underground and BC will continue to support the project to the bidding phase as needed. An additional fee of \$410,720 is requested for Task 4.14, as described in Table 2. An additional fee of \$19,672 is requested for Task 5, Bidding Assistance, to account for project delays. The total of this amendment request is \$453,014.

Should you have any questions or require additional information, please contact me at 925.705.4129. We look forward to continuing our successful relationship with you through this important community project.



Shawn Spreng

Principal

cc: Sarah Wilson, Delve Underground

Final Design Amendment 8

Table 2- Task 4.14

Task 4.14		\$320	\$250	\$195	\$190	\$165	\$155	Delve Labor Hours	Delve Labor Effort	Brown And Caldwell ¹	WRT Planning & Design ¹	TOTAL
Item	Description	Principal	Associate	Project Engineer	CADD Manager	Sr. Designer	Admin III					
Update Drawings	Prepare draft and final 100% drawings	60	20	40	10	80		210	\$47,100	\$72,800		\$119,900
Update Technical Specs	Update Divisions 1-16 specifications	80	10	20				110	\$32,000	\$20,800		\$52,800
Prepare Div 0 Specs	Prepare draft and final Division 0 specs	120		80				200	\$54,000	\$7,280		\$61,280
General Support	Permitting, Meetings, Utility Coordination, Project Management (6 months)	120	60	60			24	264	\$68,820	\$36,400		\$105,220
Landscape Drawings	Up to 8 new landscape drawings, and update to one specification	4		6		8		18	\$3,770	\$10,000	\$57,750	\$71,520
Totals		384	90	206	10	88	24	802	\$205,690	\$147,280	\$57,750	\$410,720

¹ Includes 4% subconsultant markup



North San Mateo County Sanitation District

a subsidiary of the City of Daly City

Meeting Date: September 23, 2024

Subject: Approval of Professional Services Agreement with Environmental Science Associates for the Vista Grande Drainage Basin Improvement Project

Recommended Action

Authorize the execution of a Professional Services Agreement with Environmental Science Associates (ESA) in the amount of \$1,099,856 for consulting services related to the Vista Grande Drainage Basin Improvement Project.

Background/Discussion

The Vista Grande Drainage Basin Improvement Project (Project) is 100% designed and ready to go out to bid. ESA currently supports the North San Mateo County Sanitation District (District) by providing environmental consulting services for the Project. As the Project moves from the planning phase to the construction bid and implementation phase, the District requested ESA to provide a scope of work for services related to the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), and permitting implementation.

The Professional Services Agreement will assist District staff in the permitting process, bid phase, and into the construction phase.

Fiscal Impact

Sufficient funds are available in the Sanitation Fund 87 fund balance for this action.

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

Respectfully submitted,

A handwritten signature in blue ink that reads "Joshua Cosgrove".

Joshua Cosgrove
Director of Water and Wastewater Resources

A handwritten signature in black ink that reads "Anthony Tofiga".

Anthony Tofiga
Senior Management Analyst - DWWR

Attachment 1: ESA Scope of Work for CEQA, NEPA, and permitting implementation
Attachment 2: Contract Budget



memorandum

date July 30, 2024

to To Joshua Cosgrove, Daly City Director of Water and Wastewater Resources

cc Cc: Anthony Tofiga, Daly City Senior Management Analyst

from Alisa Moore, Vice President, Northern California Water Business Group Director

subject Vista Grande Drainage Basin Improvement Project – ESA Scope of Work

Introduction

ESA is currently supporting the City of Daly City (City) by providing environmental consulting services for the Vista Grande Drainage Basin Improvement Project (Project), as a subconsultant to Delve Underground. As the Project is moving from the Planning phase to the Construction bid and implementation phase, the City has requested that ESA provide a scope of work for services related to CEQA and permitting implementation. The following scope of work describes the services ESA will provide to the City.

Scope Of Work

Task 1 Project Management

ESA will coordinate and attend conference calls and meetings with the City, and other Project partners. ESA will continue to provide oversight and management of the environmental consulting team (EOA) and coordinate the activities of the consulting team with the City.

Task 2 CEQA Addendum

ESA completed the EIR/EIS for the Project in late 2017, with the NEPA Record of Decision being completed in 2018. Since that time, project design has evolved such that minor project modifications/clarifications have been made, including reducing the overall size of treatment wetlands (and associated flow through rates), the addition of a staging area at the former Pacific Rod and Gun Club Site, and modification to the beach outfall structure based on California Coastal Commission conditions of approval. Thus, evaluation of the project modifications is necessary to determine whether additional CEQA is required, such as a CEQA addendum. The evaluation will require preparation of an environmental checklist, recommendation regarding need for additional CEQA, and preparation of a CEQA addendum, if necessary.

Task 3 Additional Permitting

3.1 Corps 404, CDFW LSAA, and Regional Board 401 Amendments

ESA will support Daly City in communicating to the Corps, CDFW, and Regional Board the Project changes occurring after execution of the permits/agreements. Under this task, ESA will draft a letter to the Corps and Regional Board describing the changes and submit a formal Amendment request to CDFW, respond to agency questions and participate in up to 5 meetings with Daly City staff and agency representatives.

Note: should construction of Project elements under Corps jurisdiction extend beyond 2026, a new permit may need to be obtained since the Nationwide permit authorization received for the project expires in March 2026; and construction of Project elements under the Nationwide permit authorization must be complete within one year of the permit expiration upon receipt of USACE approval.

3.2 State Lands Commission (SLC) Lease

ESA will support Daly City in communicating to the State Lands Commission Project changes occurring after execution of the Lease in 2022. Under this task, ESA will draft a letter describing the changes, respond to SLC questions, and participate in a meeting with Daly City and SLC staff. An amendment to the Lease is not expected to be required.

3.3 California Coastal Commission (CCC) Coastal Development Permit (CDP) Acquisition

ESA will support Daly City in complying with the CDP Special Conditions that must be satisfied prior to permit issuance. This work will include advising on, coordinating, and reviewing revised Project plans for conformance with the requirements of Special Conditions 1a through 1f. Under this task, ESA will also support Daly City with the identification of potentially feasible public recreational access improvements that could fulfil the requirement of Special Condition 1g. ESA's work on the latter would include participation in the concept development process; preliminary assessment of potential environmental effects and implications for CEQA, NEPA, and environmental regulatory permitting; and scheduling and facilitation of meetings between Daly City, NPS, CCC, and others as appropriate. Additional environmental review or permitting needs would be performed under separate tasks (e.g., Task 2) or as an additional service under Optional Task 7, as warranted, depending upon the timing extent of those requirements.

3.4 Section 106 – Public Interpretation Plan

ESA will work with the City and the National Park Service to prepare a public interpretation package that satisfies the stipulation of the MOA and MMRP for the project. This plan will include:

- Recommended media and formats for interpretive materials to best inform and engage with the public to communicate the history of the Vista Grande Canal and Tunnel; and
- Identification of places (digital and physical) that are suitable for distribution of interpretation materials.

ESA will prepare an administrative draft Interpretive Plan for review and comment by the City and the NPS. The plan will use information gathered in support of HAER documentation, also completed in satisfaction of stipulations in the MOA. This information will be augmented as needed through additional (limited) research to

identify historical images and documents in the public domain that can supplement those already used in resource documentation.

After review and comment on the administrative draft, ESA will prepare a final draft Interpretive Plan for review and comment. If necessary, this draft will be suitable for review by SHPO and/or other consulting parties to the MOA. Based on comments received on the final draft Interpretive Plan, ESA will prepare the final Interpretive Plan which will support implementation by the City of Daly City at the conclusion of Construction.

Assumptions:

- Consultation with the City and the NPS is included in this scope. Consultation with other parties, including meetings and written communication will be at an additional cost.
- Implementation of the approved Interpretive Plan will occur after the conclusion of construction and is outside this scope of work.
- All deliverables will be electronic, and all meetings will be virtual.
- ESA will strive to use images that are in the public domain. Any fees associated with obtaining copyright permissions will be in addition to the scope and budget provided.

Task 4 Environmental Commitments-Bio Resources

4.1 Special Status Plant Surveys and Reports (2025 – 2027)

In compliance with project mitigation measure (MM) 3.4-1 (Avoidance, minimization, and compensation for impacts to special-status plants) and CDFW LSAA Construction Measure 2.36. Plant Surveys, ESA will conduct pre-construction surveys for special-status plants within the project footprint. Survey efforts characterized below are based on the latest construction schedule, assuming start of construction in early spring 2025. Survey locations and schedule will depend on construction start dates at each project location. Appropriately timed surveys will be conducted in accordance with current California Department of Fish and Wildlife protocols (2018). ESA will prepare the necessary reporting documentation following completion of surveys, to be provided to regulatory agencies. Following the initial report which will describe methods and results to date, addenda will be prepared summarizing the results of each subsequent survey. Each survey will be conducted by two ESA botanists.

- 2025: ESA will conduct three rare plant surveys of the project footprint in the early spring, late spring, and summer to identify and document the presence of special-status plant species ahead of construction. Project areas include the Lake Merced West staging area, Canal disturbance area, Impound Lake outlet structure, and Fort Funston sites. (60 hours surveys; 45 hours initial report and prep; 10 hours GIS)
- 2026: ESA will conduct three rare plant surveys of the project footprint in the early spring, late spring, and summer to identify and document the presence of special-status plant species ahead of construction. Project areas include Avalon Canyon, Fort Funston sites, and the South Lake overflow structure and access. (60 hours surveys; 16 hours reporting; 4 hours GIS)
- 2027: ESA will conduct two rare plant surveys of the project footprint in the early spring and late spring to identify and document the presence of special-status plant species ahead of construction. Project areas include the South Lake overflow structure and access. (24 hours surveys; 8 hours reporting; 4 hours GIS)

4.2 Baseline Habitat Mapping/Report (CCC)

Using the updated wetland and vegetation community mapping collected from the Lake Merced shoreline in August 2024 under the Delve contract, ESA will update the accounting of anticipated project operational impacts and mitigation requirements for ESHA and wetland resources regulated by the Coastal Commission. This accounting will support Lake Merced Advanced Mitigation Site design and establish the baseline for measuring shoreline vegetation response to increased lake levels under project operation. The updated mapping and mitigation accounting will be summarized in a baseline conditions report and figure set to be provided to the Coastal Commission as required by CDP conditions 6 and 7.

Deliverable: Arborist Survey Results Memorandum and geospatial dataset of inventories trees.

4.3 Arborist Survey for Lake Merced Advanced Mitigation Sites

ESA certified arborists will conduct a tree inventory of the project's 14 compensatory mitigation sites comprising 10.88 acres around the Lake Merced shoreline to inform the advanced mitigation site tree removal and demolition plans. Surveyors will identify tree species, size (DBH), and document the geospatial location with sub-foot accuracy. Following the survey, ESA will prepare a results memorandum, data table of the inventoried trees, and spatial information for use in mitigation site design and construction plans. The tree inventory will be conducted by two ESA biologists (at least one LSA-certified arborist) over five days.

Deliverable: Arborist Survey Results Memorandum and geospatial dataset of inventories trees.

4.4 CAD Basemap Preparation

- ESA will prepare a project basemap to document existing topography, infrastructure, and utilities for the proposed project mitigation areas using data provided by the City and County of San Francisco (CCSF). The basemap will be in CAD format and will be used as the basis for designing the mitigation planting plans. The mitigation areas will be groupings of the 14 sites around Lake Merced shoreline totaling up to 11 acres that CCSF has agreed may be used for Project compensatory mitigation. Basemap information will be compiled by desktop. ESA can provide bathymetry (underwater) elevation data as an optional additional service. Upon completion of the basemap, the landscape design team (2 people) will visit the site to confirm map conditions.

Deliverable: Digital basemaps will be incorporated into deliverables for Subtasks 4.5 and 4.6.

Assumptions:

- The City of San Francisco will provide all mapped existing infrastructure, utilities, and property boundaries for each mitigation site in CAD or GIS format prior to the start of this task.
- The City of San Francisco will recommend and provide a specific LiDAR data set for preparation of an existing conditions CAD topo surface for each mitigation area. ESA can provide ground survey to support review of LiDAR elevations as an optional additional service.
- Basemap preparation will begin by October 1, 2024.

- Earthwork for the project design will be limited to minor surface smoothing sufficient to prepare the ground for plantings and erosion control measures. Root balls of removed non-native trees will be left in place following removal of their tree trunks and branches.
- Herbaceous wetland compensatory mitigation will be on sites above Lake Merced’s water line.
- ESA is not responsible for verifying the accuracy or completeness of data shown on the basemap. ESA is not responsible for the presence or absence of information including unknown utilities.
- ESA can provide bathymetry (underwater) elevation data as an optional additional service.

4.5 Construction Documents and Cost Estimate (CCC)

ESA will prepare construction documents for the Lake Merced compensatory mitigation sites totaling approximately 11 acres. Mitigation sites include revegetating with native plant palettes and zones to promote establishment of a natural and thriving riparian zone. Plant palettes will include habitat types such as shoreline/riparian willow thicket and upland transitional zone. Plans, specifications, and the estimate of anticipated construction costs will include tree removal, minor surface grading/smoothing, erosion control, planting, seeding, and temporary irrigation. An ESA licensed Landscape Architect will lead preparation of the design and plan documents.

Drawings: A provisional list of anticipated design drawings is presented below. The actual list will be refined as the design progresses. Plans sheets for dune and/or coastal scrub habitat mitigation can be prepared as an optional additional service.

SHEET TITLE	# OF SHEETS
GENERAL PLANS	
Title sheet, Vicinity Map, General notes	1
Project Design Overview, Site Access & Staging, Key Plan	3
Existing Conditions	6
Site Preparation: Demolition and Environmental Protection	6
GRADING	
Grading Plans	6
PLANTING, SEEDING, AND TEMPORARY IRRIGATION	
Planting and Seeding Plans	6
Planting and Seeding Schedules, Details, Legend, and Notes	2
Schematic Irrigation Plan	6
Estimated Total	34

Estimate of Anticipated Construction Cost: The estimate of anticipated construction costs will be prepared based on quantity take-offs and unit costs from the construction of comparable projects, professional experience, and available on-line industry standards. Costs will be provided for each of the three (3) mitigation areas described in Subtasks 4.4 and 4.5 and as a comprehensive total for the entire project.

Deliverables:

- Draft 60% and Final 60% construction drawings, technical outline specifications, and estimate of anticipated construction cost prepared to a level sufficient for permit amendment submittals and the City's budget planning for construction.
 - Plans will be submitted in 24x36 PDF format.
 - Technical outline specifications will include a concise outline of the minimum information necessary to develop the cost estimate. Outline specifications will include site preparation, tree protection, environmental protection, tree removal, grading, erosion control, planting, seeding, and temporary irrigation.
 - The schematic irrigation plan will show the pipe size/pressure at the point(s) of connection and list whether the water source is potable or recycled based upon coordination with CCSF, and diagrammatic hatching of the distinct habitat types and areas to be irrigated with different types of irrigation systems. It will include a performance specification for a contractor-designed temporary irrigation system.
- Final 100% construction drawings (stamped and signed), specifications, and estimate of anticipated construction cost will be prepared based upon amended permit conditions, ESA internal review and QA/QC as well as client comments received on the Final 60% deliverable.

Assumptions:

- Lake Merced restoration sites will be the same as those shown in the November 2022 Vista Grande Drainage Basin Improvement Project Mitigation Approach Plan for California Coastal Commission: Appendix C, Restoration Areas for Construction Disturbance Impacts.
- Specifications will be in 2015 Construction Specifications Institute (CSI) format.
- The City of Daly City will provide all Contract Requirements (Division 0) and General Requirements (Division 1) specifications.
- The City of Daly City will have two (2) weeks to review and provide comment on each milestone deliverable. The City will consolidate all written feedback from its staff and the City of San Francisco into one set of written comments for each deliverable.
- Mitigation work at Lake Merced will consist of non-native tree removal and planting of California bulrush, swamp knotweed, and arroyo willow.
- The irrigation plan will be schematic for all submittals.

- This subtask will begin by October 1, 2024, and will be complete by February 28, 2025.

4.6 Bid Support

ESA will provide bidding support services during the bid period. ESA will attend the pre-bid conference and respond to bidders' questions as requested by the City.

Deliverables:

- Bid set drawings, specifications, and bid form for the mitigation areas described in Subtasks 4.4 and 4.5. Content will be based upon City comments on the 100% drawings.
- Up to 3 written bid addendums following the pre-bid conference.

Assumptions:

- The City of Daly City will advertise the project for bidding.
- The City of Daly City will prepare Division 0 and Division 1 specifications.
- The Project needs to be bid by March 2025 for construction to begin by autumn 2025.
- The City of Daly City will consolidate all bidder questions for ESA's review and responses.

4.7 Construction Support

Submittals: The ESA team will review and respond to up to 20 submittal requests for conformance with contract documents. ESA will maintain a submittal log to track these submittals.

Requests for Information: The ESA team will respond to up to 10 RFI's and assist with review and response to up to 3 change order requests within the authorized budget.

Site Visits: ESA will make construction period site visits and will attend on-site construction meetings with the Contractor and Construction Manager staff. We anticipate attending up to 12 site visits/onsite meetings with approximately weekly visits over the anticipated 3-month construction period. Additionally, ESA will attend the construction kick-off meeting, substantial completion walk through, punch list walk through, and final walk through on site.

Meetings: ESA assumes that the weekly on-site meeting will coincide with the timing of the weekly on-site meeting with the City project manager, the construction manager, and the contractor over the duration of the project. Meeting topics will include coordination and progress updates. ESA assumes the construction manager will prepare the meeting agenda. ESA will capture design decisions and action items pertaining to ESA's construction support work in a summary email. ESA will provide observation notes to the construction manager for each site visit including a written summary of the site visit with photos.

Deliverables:

- Submittal and RFI Responses

- Up to three (3) change orders
- Up to twelve (12) Landscape Architecture construction field/site meeting notes, including photos.
- Punch list pertaining to Landscape work

Assumptions:

- We assume that submittals will be collated by specification section. Please note that items submitted individually rather than collated by section, and/or poor-quality submittals requiring multiple rounds of review and response, could increase level of effort beyond the stated assumptions.

4.8 Habitat Mitigation/Monitoring Plans (CCC, CDFW, RWQCB)

ESA will prepare mitigation monitoring plans for revegetation/restoration of temporary construction areas as required by the Coastal Commission (CDP special condition 6), CDFW (LSAA compensatory measure 3.1), and RWQCB (Mitigation Monitoring Requirement 18) for resources under their respective jurisdiction. Previously prepared documents provided to the regulatory agencies (i.e., the project's Conceptual Mitigation Plan and Riparian and Wetland Restoration and Mitigation Monitoring Plan for San Francisco Bay Regional Water Quality Control Board Jurisdictional Resources) will serve as foundations for the revised plans. ESA will modify these documents to satisfy the requirements of each permit or authorization and to reflect final project design and impacted resources. Updated shoreline vegetation mapping collected in August 2024 will be incorporated into these plans where relevant. These plans will describe revegetation methods for the temporary use areas during project construction, performance monitoring methods and success criteria, and reporting schedule. This scope assumes preparation of three plans, tailored to each regulatory agency's requirements.

Deliverables:

- Draft and Final Habitat Mitigation and Monitoring Plan (CCC)
- Draft and Final Onsite Mitigation and Monitoring Plan (CDFW)
- Draft and Final Mitigation and Monitoring Plan (RWQCB)

Assumptions: Draft plans will be provided to the respective agency representatives for review and acceptance prior to finalization. ESA will incorporate one round of consolidated comments from regulators on the draft plan(s) into the final plan(s).

4.9 Operational Impact Mitigation Plan (CCC)

ESA will prepare the project's Operational Impact Mitigation Plan (OIMP) in conformance with the project's CDP special conditions 6 and 7. Applicable content from the Conceptual Mitigation Plan will be modified per the guidance provided by the Coastal Commission. The OIMP will include projected impact calculations and mitigation requirements based on the 2024 baseline mapping and early mitigation ratio reductions, rational for the mitigation design, performance monitoring methods and success criteria, and reporting requirements for the mitigation sites. The OIMP will also include methods for documenting shoreline response to operations throughout the monitoring period to understand the actual project impact on shoreline ESHA and wetlands regulated by the Coastal Commission.

Deliverables: Draft and Final Operational Impact Mitigation Plan

Assumptions: Draft plan will be provided to the Coastal Commission for review and acceptance prior to finalization. ESA will incorporate one round of consolidated comments on the draft plan into the final plan.

4.10 Lake Merced Advanced Mitigation Sites As-Built Report (CCC)

Following construction of the Lake Merced Mitigation Sites, ESA will prepare an as-built report consistent with CDP condition 6.i. This task includes post-construction surveys of the sites, photo documentation, and preparation of the report. Surveys would be conducted by two ESA biologists.

Deliverables: Draft and Final As-Built Report

Assumptions: Draft report will be provided to the Coastal Commission for review and acceptance prior to finalization. ESA will incorporate one round of consolidated comments on the draft into the final.

4.11 Advanced Mitigation Site Monitoring Post Construction (CCC)

Following completion of the Lake Merced Mitigation Sites in 2025, ESA will conduct the year 1 (2026) annual performance monitoring and prepare reporting documentation required by CDP condition 6.i during the five-year vegetation establishment period, and as prescribed by the Operational Impact Mitigation Plan. Included in this task are quarterly site inspections to identify maintenance needs (weeding, irrigation adjustments, etc.), the annual quantitative assessment to track site progress toward established performance metrics, and preparation of the annual report presenting monitoring results for the first year of the establishment and performance period.

Deliverables:

- Email summaries with recommendations to Daly City and CCSF following quarterly inspections
- Draft and Final Year 1 Annual Monitoring Report for the Lake Merced Advanced Mitigation Sites

Assumptions:

- Quarterly site inspections of each mitigation site will be conducted by two ESA biologists over two days
- Quantitative monitoring event will be conducted by two ESA biologists over four days

Task 5 Regulatory Permitting Reporting/Completion

5.1 SLC Lease Reporting

ESA will support Daly City in complying with the notification and reporting requirements of the SLC lease through completion of construction. Examples of these types of lease requirements include: providing the contractor's general liability insurance policy within 60 days of contract award, providing revised plans and construction details at least 60 days prior to construction, submitting a bond or other surety within 15 days prior to construction, submitting a U.S. Coast Guard Local Notice to Mariners within 15 days prior to work in State (coastal) waters, posting of notice of impending construction and safety barriers at 24 hours prior to construction, weekly reporting of Project construction activities within the Lease area, and submitting post-construction project

verification within 60 days of construction completion. Under this task, ESA will identify and track reporting requirements, coordinate the preparation of required documentation, review the documentation for compliance with the lease, and submit the required documentation to SLC within the specified timeframes. This scope of work assumes the reimbursement agreement between Daly City and SLC and ongoing submarine outfall pipeline inspection and reporting will be managed by others.

5.2 CCC CDP Prior-to-Construction Condition Compliance

ESA will support Daly City in complying with the ‘prior-to-construction’ requirements of the CDP. These conditions call for the submittal of construction plans, a habitat mitigation and monitoring plan (HMMP), an operational impact mitigation plan (OIMP), advance mitigation monitoring and reporting, notifying representatives of Native America Tribes and inviting them to monitor ground disturbing activities, providing evidence all other permits have been obtained, and submitting an agreement between Daly City and San Francisco authorizing Daly City’s construction and operation of the Project on San Francisco property. Under this task, ESA will identify and track reporting requirements, coordinate the preparation of required documentation, review the documentation for compliance with the CDP conditions, and submit the required documentation to CCC within the specified timeframes. The HMMP, OIP, and monitoring and reporting for the advance mitigation are provided under Tasks 4.9, 4.10, and 11, respectively. This task assumes the construction plan and Daly City-San Francisco agreement will be prepared by others, and no archeological monitoring will be required. However, should a Tribe request monitoring during construction, ESA is available to coordinate and oversee the monitoring as an additional service under Optional Task 7.

Task 6 Lake Management Plan-Regional Board Support

6.1 Basin Plan Amendment Assistance

ESA and EOA, with assistance from and Downey Brand (DB), will coordinate with RWB staff to confirm the preferred approach, plan, and schedule for assisting RWB staff with developing and adopting a Basin Plan Amendment that will add newly defined pH and DO WQOs (Chapter 3) and new DO and pH implementation provisions (Chapter 4 or 7) for Lake Merced to the Basin Plan. EOA will provide support services including review and interpretation of RWB, SWB, USEPA, and State of Colorado guidance and regulations, water quality data review and interpretation, and policy research regarding alternative potential regulatory approaches for assessing compliance with DO and pH water quality objectives in stratified lakes and reservoirs pertinent to the site-specific conditions in Lake Merced.

ESA and EOA will provide support, as directed, on the following tasks that would at a minimum be required to proceed through the Basin Plan Amendment process:

- coordination between City staff and regulators to confirm the required Basin Plan revisions,
- assembling data and technical documents to support the proposed Basin Plan revisions,
- adapting as necessary Colorado Regulation 31 and 303(d) guidance language regarding evaluation of DO/pH WQOs in stratified lakes/reservoirs,
- evaluating and selecting statistical approach(es) to be used for using stratified lake depth profile data to assess compliance with the proposed new DO and pH WQOs,
- assisting RWB staff with responding to public input on and hearing process for the BPA, and

- tracking RWB approved BPA submittal to and review and approval by State Water Board, Office of Administrative law (OAL), and USEPA.

It is assumed that the proposed DO/pH implementation provisions would only apply to Lake Merced (to narrow the focus of BPA effort). The intent would be to minimize changes to Chapter 3 WQOs to add 1) existing USEPA freshwater pH WQOs (6.5 – 9.0) and 2) possible Lake Merced specific DO WQO averaging period(s), with associated language to point to DO and pH implementation provisions in Chapter 7 or 4. Associated Basin Plan changes would most likely be to the Chapter 7 Water Quality Attainment Strategies (focusing on implementation plans) or possibly to the Chapter 4 Implementation Plan. For the RWB CEQA/checklist analysis, it is assumed that the “Project” is the addition of these changes to the Basin Plan, which would not result in any physical environmental effects. The RWB BPA Project was identified in the Vista Grande Project EIR/EIS. Finally, it is assumed that the majority of information needed for the BPA staff report and to complete the BPA CEQA analysis and checklist will be available from the approved EIR/EIS and final WQA and LMP.

This scope of work is based on our current understanding of the project’s regulatory requirements as of early 2023 plus mid-2022 and prior discussions and comments from RWB staff. This scope of work and allocated budget assumes that the identified tasks will be completed within a period of 18 months. Additional work effort and assessment tasks may be required that are not identified in this scope of work depending on future consultations with RWB and SFPUC staff on the final BPA approach and desired level of support by RWB staff. If required, EOA will provide a scope and cost prior to undertaking any additional work. This task scope of work assumes that ESA will be the lead on completing the BPA CEQA analysis/checklist.

Through these services, we will provide technical support to the RWB’s efforts to amend the pH and DO WQOs and/or associated implementation provisions. The budget identified for this effort includes preparation for and attendance at up to 8 meetings with RWB and other regulatory agency staff.

6.2 CWA Section 303(d) Relisting/Delisting Assistance

We will coordinate with RWB staff to develop a preferred approach, plan, and schedule for moving Lake Merced from the Clean Water Act Section 303(d) Category 5 (TMDL required) list to Category 5-ALT or 4b, with a long-term goal of moving to full delisting after Project implementation. We will provide support services including review and interpretation of RWB, SWB, and USEPA guidance and regulations, water quality data review and interpretation, and policy research.

While significant justification exists for revising the 303(d) listing for Lake Merced based on the information contained in the WQA and LMP, a number of tasks would be required to proceed through the 303(d) relisting process. We will provide support, as directed, on the following tasks:

- coordinating between City staff and regulators to determine alternatives and a preferred 303(d) revision/relisting approach,
- developing technical documents justifying the proposed 303(d) revisions based on available USEPA and RWB guidance and precedents,
- informally reviewing proposed 303(d) revisions with USEPA staff,
- preparing technical portions of Category 5-ALT or 4b staff report for proposed 303(d) revisions,

- coordinating with RWB staff on adoption process for 303(d) revisions, and
- identifying tasks and likely schedule to achieve delisting (removal from 303(d) Category 5).

This scope of work is based on our current understanding of the project’s potential 303(d) relisting options prior to extensive consultation with RWB staff. Additional work effort and assessment tasks may be required that are not identified in this scope of work depending on consultations with RWB and SFPUC staff on the desired approach to reassess the 303(d) listing of the entirety of Lake Merced. This scope of work and allocated budget assumes that the identified tasks will be completed within a period of 12 months following initiation of the Task 1 BPA work.

Through these services, we will provide technical support to the RWB’s efforts to amend the 303(d) listing status to Category 5-ALT or 4b. The budget identified for this effort includes preparation for and attendance at up to 4 meetings with RWB and other regulatory agency staff.

Task 7 Optional Tasks

The following are examples of optional tasks that can be provided as additional services, with authorization by the City of Daly City:

- As-Needed Archaeological Resources-Accidental Discover Support
- Additional NEPA
- Revised Biological Assessment/Consultation with USFWS for Western Pond Turtle (proposed for listing as Threatened under the federal Endangered Species Act)
- New Corps permit application and coordination/negotiation (should construction of Corps regulated areas extend beyond March 2027)
- Section 106 Commitment: Re-evaluation/DPR Form Update (post construction)
- Section 106 Commitment-Public Interpretation Plan
- San Francisco spineflower seed collection, processing, and storage
- Pre-construction Surveys
- Worker Awareness Training Manual/Site Trainings
- Construction Monitoring
- Post-Construction Temporary Use Area Restoration As-Built Documentation, Annual Performance Monitoring and Reporting (CCC, CDFW, RWQCB)
- New and/or revised Visual Simulations, such as for beach infrastructure near Lake Merced storm outlet
- Additional rounds of construction documents

- Construction documents and estimates for dune and/or coastal scrub habitat mitigation
- Public Access Design
- Coordinate Native American Tribal Monitoring
- Post-construction monitoring and reporting for Corps, Regional Board, CDFW, and/or Coastal Commission
- Additional performance monitoring for Lake Merced mitigation sites beyond year 1 during the performance period

I. Schedule

ESA proposes the following schedule for project deliverables:

TABLE 2IMPLEMENTATION
PROJECT SCHEDULE

Task #	Task Name/Description	Schedule
1	Project Management	18 months
2	CEQA Addendum	Fall 2024
3	Additional Permitting	Fall 2024
4	Environmental Commitments – Biological Resources	Fall 2024 through monitoring year 1
4.4	CAD Basemap Preparation	October 2024
4.5	60% Construction Documents and Estimate	December 2024
4.5	Draft 100% Construction Documents and Estimate	January 2024
4.5	Final 100% Construction Documents and Estimate	February 2024
4.6	Bid Support	March 2024
4.7	Construction Support	2025
5	Regulatory Permitting Reporting/Completion	2025
6	Lake Management Plan – Regional Board Support	2024-2025
7	Optional Tasks	TBD

II. Budget

The budget associated with this scope of work is \$1,099,856 and is shown in detail in Attachment 1. The budget includes a 15% contingency that can be used, with City authorization, for expanded scope of effort for Tasks 1 through 6, or for initiation of optional tasks such as those listed under Task 7.

		Alisa Moore - Project Manager	Rudy Reyes - Project Associate	Priya Finnemore - Permitting	Eli Davidian - Permitting	Mine Berg - Water Quality	Garrett Leidy - Fisheries	Rachel Haines - Biological Resources	Kari Tsubota - Landscape Architect	Issac Swanson - Landscape Architect	Louis White - Coastal Engineer	Nicole Ibanez - Biologist	Seth Kirby - Biologist
		Senior Principal Consultant 5	Consultant 4	Managing Consultant 2	Principal Consultant 3	Principal Consultant 3	Managing Consultant 3	Senior Consultant 3	Senior Consultant 5	Senior Consultant 3	Managing Consultant 4	Senior Consultant 3	Senior Consultant 3
Task #	Task Name/Description	\$371	\$143	\$211	\$265	\$265	\$234	\$192	\$233	\$192	\$256	\$192	\$192
	Project Management	72	72										
1	Project Management	72	72	0	0	0	0	0	0	0	0	0	0
	CEQA Addendum	160	120					40					
2	CEQA Addendum	160	120	0	0	0	0	40	0	0	0	0	0
3.1	Corps 404, CDFW LSAA, Regional Board 401 Updates	16		32				16					
3.2	SLC Agreement Updates	4			8								
3.3	CCC Permit Acquisition	28	40		40			24					
3.4	Section 106 - Public Interpretation Plan												
3	Additional Permitting	48	40	32	48	0	0	40	0	0	0	0	0
4.1	Special Status Plant Surveys and Reports	4						12				8	72
4.2	Baseline Habitat Mapping/Report (CCC)	16						30				40	
4.3	Arborist Survey for Lake Merced Advanced Mitigation Sites	4						10					60
4.4	CAD Basemap Preparation	4							8	48			
4.5	Construction Documents and Estimate (CCC)	12						25	60	200	4	4	
4.6	Bid Support	12							16	60			
4.7	Construction Support	12		4					50	250			
4.8	Habitat Mitigation/Monitoring Plans (CCC, CDFW, RWQCB)	12		6				80				45	
4.9	Operational Impact Mitigation Plan (CCC)	12						70	5	25		10	
4.10	Lake Merced Mitigation Sites As-Built Report (CCC)	8						10		8		30	
4.11	Advanced Mitigation Site Monitoring Post Construction (CCC)	8						25				20	100
4	Env. Commitments - Biological Resources	104	0	10	0	0	0	262	139	591	4	157	232
5.1	SLC Agreement Reporting	20	60		60								
5.2	CCC Reporting	24	48		56								
5	Regulatory Permitting Reporting	44	108	0	116	0	0	0	0	0	0	0	0
6.1	Basin Plan Amendment Support	40	24			40	24						
6.2	CWA Section 303(d) Relisting/Delisting Assistance	30	20			20	16						
6	Lake Management Plan - Regional Board Support	70	44	0	0	60	40	0	0	0	0	0	0
	Total	498	384	42	164	60	40	342	139	591	4	157	232

Wes McCullough - GIS	Editor	Desktop Publishing	Elizabeth Hill - Arborist	Noah Teller - Botanist	Rachel Brownsey - Sr Botanist	Sarah Morton - Engineer	Eleanor Clark - Engineer/Biologist	Charlie Coccamo - Landscape Designer	Becky Urbano Cultural Resources	Johanna Kahn Cultural Resources	Amy Langford Cultural Resources	Sona Greenberg - CAD Manager		
Senior Consultant 3	Associate Consultant 2	Associate Consultant 4	Senior Consultant 3	Associate Consultant 4	Principal Consultant 3	Associate Consultant 5	Consultant 6	Consultant 5	Principal Consultant 3	Senior Consultant 2	Associate Consultant 3	Senior Consultant 4	ESA	ESA
\$192	\$151	\$177	\$192	\$177	\$265	\$190	\$169	\$156	\$265	\$171	\$164	\$212	Total Hours	Labor Amount
													144.00	\$ 37,008
0	0	0	0	0	0	0	0	0	0	0	0	0	144.00	\$ 37,008
	16	16											352.00	\$ 89,448
0	16	16	0	0	0	0	0	0	0	0	0	0	352.00	\$ 89,448
													64.00	\$ 15,760
													12.00	\$ 3,604
8													140.00	\$ 32,852
									14	40			54.00	\$ 10,550
8	0	0	0	0	0	0	0	0	14	40	0	0	270.00	\$ 62,766
18				133	6								253.00	\$ 47,735
20				10									116.00	\$ 24,986
			80										154.00	\$ 30,284
42						42						2	146.00	\$ 29,032
16			8		4	80		200				6	619.00	\$ 116,764
						20		24					132.00	\$ 27,244
			8										324.00	\$ 66,482
10					6								159.00	\$ 33,228
20					6								148.00	\$ 31,207
10				45			40						40.00	\$ 28,829
10				160									323.00	\$ 61,048
146	0	0	96	348	22	142	40	224	0	0	0	8	2,414.00	\$ 496,839
													140.00	\$ 31,900
													128.00	\$ 30,608
0	0	0	0	0	0	0	0	0	0	0	0	0	268.00	\$ 62,508
		12											140.00	\$ 36,612
		8											94.00	\$ 24,450
0	0	20	0	0	0	0	0	0	0	0	0	0	234.00	\$ 61,062
154	16	36	96	348	22	142	40	224	14	40	0	8	3,682.00	\$ 809,631

					EOA							
Escalation	Contingency [Enter % Below]	Technology & Data Management Fee	Total Labor Fees	Total ESA Labor	Hours	(\$) Dollar	% Markup	Total	Expense Subtotal	Percent (%) Mark-Up	Total Expense	
Formula Driven	15%	3%	Formula Driven	Formula Driven	\$0		15%		Subtotal Expense	15%	Total Expense	
\$ -	\$ 5,551	\$ 1,110	\$ 6,661	\$ 43,669		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,669
\$ -	\$ 5,551	\$ 1,110	\$ 6,661	\$ 43,669	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,669
\$ -	\$ 13,417	\$ 2,683	\$ 16,101	\$ 105,549		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 105,549
\$ -	\$ 13,417	\$ 2,683	\$ 16,101	\$ 105,549	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 105,549
\$ -	\$ 2,364	\$ 473	\$ 2,837	\$ 18,597		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,597
\$ -	\$ 541	\$ 108	\$ 649	\$ 4,253		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,253
\$ -	\$ 4,928	\$ 986	\$ 5,913	\$ 38,765		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,765
\$ -	\$ 1,583	\$ 317	\$ 1,899	\$ 12,449		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,449
\$ -	\$ 9,415	\$ 1,883	\$ 11,298	\$ 74,064	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 74,064
\$ -	\$ 7,160	\$ 1,432	\$ 8,592	\$ 56,327		\$ -	\$ -	\$ -	\$ 295	\$ 31	\$ 326	\$ 56,653
\$ -	\$ 3,748	\$ 750	\$ 4,497	\$ 29,483		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,483
\$ -	\$ 4,543	\$ 909	\$ 5,451	\$ 35,735		\$ -	\$ -	\$ -	\$ 2,055	\$ 136	\$ 2,191	\$ 37,926
\$ -	\$ 4,355	\$ 871	\$ 5,226	\$ 34,258		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,258
\$ -	\$ 17,515	\$ 3,503	\$ 21,018	\$ 137,782		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 137,782
\$ -	\$ 4,087	\$ 817	\$ 4,904	\$ 32,148		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,148
\$ -	\$ 9,972	\$ 1,994	\$ 11,967	\$ 78,449		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,449
\$ -	\$ 4,984	\$ 997	\$ 5,981	\$ 39,209		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,209
\$ -	\$ 4,681	\$ 936	\$ 5,617	\$ 36,824		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,824
\$ -	\$ 4,324	\$ 865	\$ 5,189	\$ 34,018		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,018
\$ -	\$ 9,157	\$ 1,831	\$ 10,989	\$ 72,037		\$ -	\$ -	\$ -	\$ 1,280	\$ 165	\$ 1,445	\$ 73,482
\$ -	\$ 74,526	\$ 14,905	\$ 89,431	\$ 586,270	0.00	\$ -	\$ -	\$ -	\$ 3,630	\$ 332	\$ 3,962	\$ 590,232
\$ -	\$ 4,785	\$ 957	\$ 5,742	\$ 37,642		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,642
\$ -	\$ 4,591	\$ 918	\$ 5,509	\$ 36,117		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,117
\$ -	\$ 9,376	\$ 1,875	\$ 11,251	\$ 73,759	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 73,759
\$ -	\$ 5,492	\$ 1,098	\$ 6,590	\$ 43,202	253.00	\$ 77,624.00	\$ 11,643.60	\$ 89,267.60	\$ -	\$ -	\$ -	\$ 132,470
\$ -	\$ 3,668	\$ 734	\$ 4,401	\$ 28,851	147.00	\$ 44,576.00	\$ 6,686.40	\$ 51,262.40	\$ -	\$ -	\$ -	\$ 80,113
\$ -	\$ 9,159	\$ 1,832	\$ 10,991	\$ 72,053	400.00	\$ 122,200.00	\$ 18,330	\$ 140,530	\$ -	\$ -	\$ -	\$ 212,583
\$ -	\$ 121,445	\$ 24,289	\$ 145,734	\$ 955,365	400.00	\$ 122,200.00	\$ 18,330	\$ 140,530	\$ 3,630	\$ 332	\$ 3,962	\$ 1,099,856



North San Mateo County Sanitation District

a subsidiary of the City of Daly City

Meeting Date: September 23, 2024

Subject: Engineering Design Services for the I-280 Sewer Crossing

Recommended Action

Staff recommends the Board of Directors contract with EKI Environment and Water, Inc. for the I-280 Sewer Crossing Engineering Design Services Project in the amount not to exceed \$656,700.00.

Background

The I-280 sewer crossing was constructed in 1965. The 2022 Wastewater System Master Plan (WSMP) recommended a new crossing based on the hydraulic modeling performed in 2009. The existing 21-inch diameter VCP pipe does not have sufficient capacity to handle future wastewater flows and is a single point of failure within the collection system. Staff has requested proposals to provide engineering design services. The design consists of approximately 750 feet of 30-inch pipe within a 48-inch casing. The new pipe is envisioned to be immediately adjacent and parallel to the existing sewer pipe.

Discussion

On May 10, 2024, staff received three proposals for this project. The table below summarizes the costs associated with the proposals.

Consultant	Proposal Cost
EKI Environment and Water, Inc.	\$ 656,700
West Yost	\$ 755,757
Freyer and Laureta, Inc.	\$ 773,200

Staff reviewed each of the proposals and potential design teams and rated the proposal from EKI Environment and Water, Inc. the highest and most responsive. Additionally, this company is in good standing, is performing other similar design work for the Water Distribution Division and maintains offices in Daly City.

Fiscal Impact

Sufficient funds are available in Sanitation Program Fund 87-920-716 I-280 Crossing Sewer Main Improvements – Southgate to Junipero Serra of the Fiscal Year 2024 Capital Improvement Program Budget for this action.

Summary/Conclusion

Staff recommends the Board of Directors contract with EKI Environment and Water, Inc. for the I-280 Sewer Crossing Engineering Design Services Project in the amount not to exceed \$656,700.00.

North San Mateo County Sanitation District Agenda Report
Engineering Design Services for the I-280 Sewer Crossing

Page 2 of 2

Respectfully submitted,



Joshua Cosgrove
Director of Water and Wastewater Resources



Louie Langi
Collection System Manager

Attachment 1: Daly City I-280 Sewer Crossing EKI Cost Estimate

Attachment 2: NSMCSD Agreement Contract Template

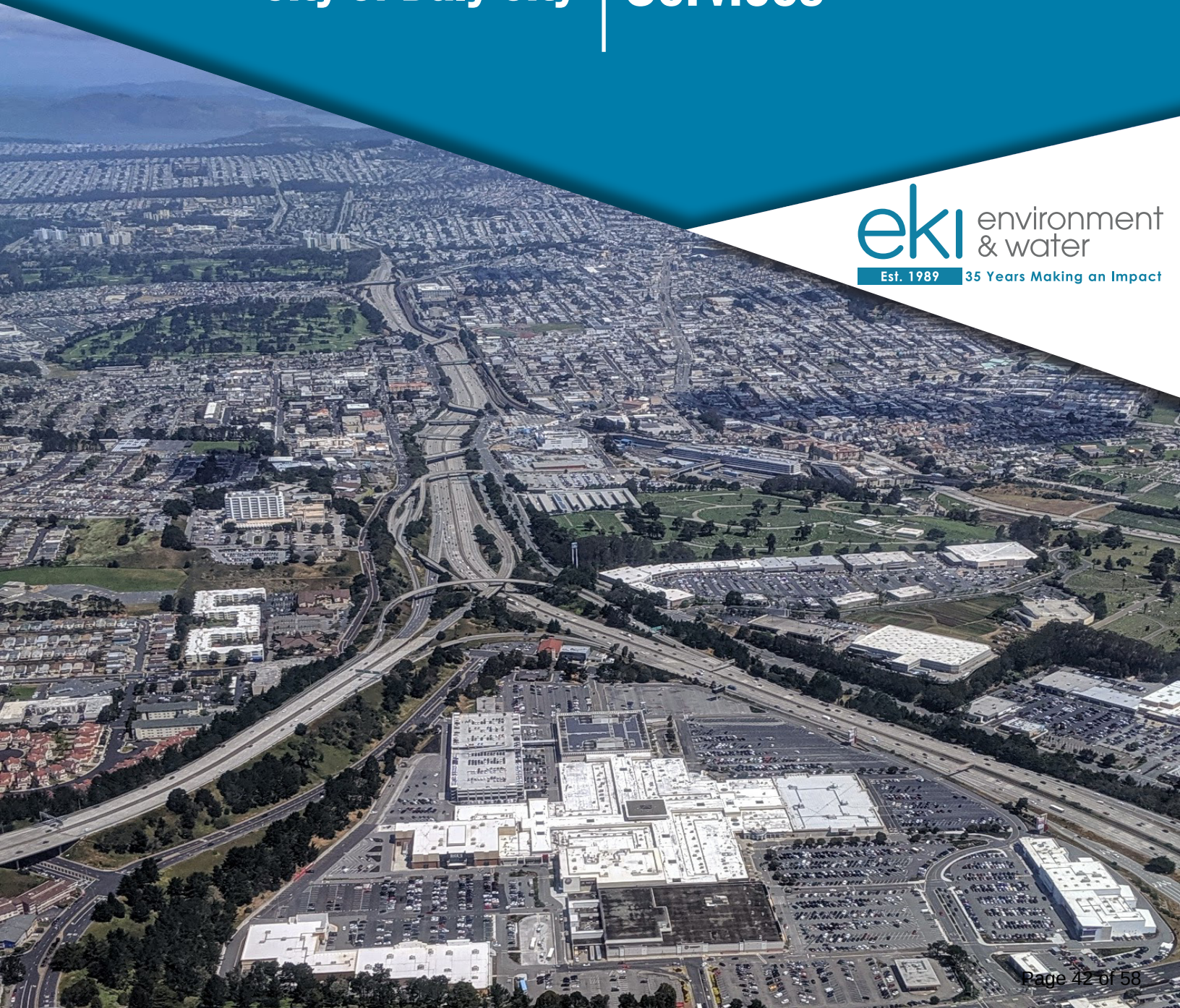


**North San Mateo County
Sanitation District
City of Daly City**

COST PROPOSAL FOR

**I-280 Sewer Crossing
Engineering Design
Services**

eki environment
& water
Est. 1989 35 Years Making an Impact



PROJECT COST FOR I-280 SEWER CROSSING ENGINEERING DESIGN SERVICES (EKI C40075.00)

TASKS	EKI Labor							Subconsultant Labor				Expenses			TOTAL	
	G3 Engineer	G2 - Sam Cronin, P.E.	SUP2 - Tyler Colyer, P.E.	SUP1 - Jonathan Sutter, P.E	PRI - Dave Umezaki, P.E.	OFC - Laetitia Mulamula, P.E.	TOTAL EKI Labor, including 4% Comm. Charge (1)			TOTAL Subconsultnat Labor	MARKUP ON SUBCONSULTANT COSTS	TOTAL SUBCONSULTANT COSTS (1)	CAD/GIS Charge (per hour)	OTHER DIRECT COSTS (2)	TOTAL EXPENSES (1)	
	209	227	310	323	333	343	(\$)			(\$)	10%	(\$)	\$20		(\$)	(\$)
Task 1 - Project Management and Coordination																
Kickoff Meeting, including agenda and minutes	0	4	2	2	0	0	\$2,261			\$0	\$0	\$0			\$0	\$2,261
Design Review Meetings																
PDR review meeting (including agenda and minutes)	0	4	2	2	0	0	\$2,261			\$0	\$0	\$0			\$0	\$2,261
Meeting to discuss geotechnical findings	0	4	2	2	0	0	\$2,261			\$3,620	\$362	\$3,982			\$3,982	\$6,243
60% design review meeting (including agenda and minutes)	0	4	2	2	0	0	\$2,261			\$0	\$0	\$0			\$0	\$2,261
90% design review meeting (including agenda and minutes)	0	4	2	2	0	0	\$2,261			\$0	\$0	\$0			\$0	\$2,261
General Project Management (assume 18 months, 4 hours per month)	0	0	48	18	6	0	\$23,600			\$0	\$0	\$0			\$0	\$23,600
Coordination with property owners and/or tenants	0	10	4	1	0	0	\$3,986			\$0	\$0	\$0			\$0	\$3,986
Monthly Status Reports (assume 18 months, 1 hour per month)	0	0	16	2	0	0	\$5,830			\$0	\$0	\$0			\$0	\$5,830
Subtotal	0	30	78	31	6	0	\$44,800	0	0	\$3,620	\$362	\$4,000	\$0	\$0	\$4,000	\$48,800
Task 2 - Site Investigations																
Topographic Survey, including permitting/traffic control (incl. EKI coordination)	0	10	4	0	0	0	\$3,650			\$93,400	\$9,340	\$102,740			\$102,740	\$106,390
Boundary Survey and Right-of-Way Base Mapping (including EKI coordination)	0	2	2	0	0	0	\$1,117			\$28,500	\$2,850	\$31,350			\$31,350	\$32,467
Camera Inspections (including traffic control and review of video by EKI)	0	4	4	0	0	0	\$2,234			\$8,797	\$880	\$9,677			\$9,677	\$11,911
Utility potholing (assuming 8 potholes, including traffic control, restoration)	0	2	1	0	0	0	\$795			\$22,665	\$2,267	\$24,932			\$24,932	\$25,726
Geotechnical Investigation (Delve)																
Management (Delve)	0	0	0	0	0	0	\$0			\$5,500	\$550	\$6,050			\$6,050	\$6,050
Research and Reconnaissance (desktop study)	0	0	0	0	0	0	\$0			\$10,680	\$1,068	\$11,748			\$11,748	\$11,748
Subsurface Boring Exploration Plan, draft and final	0	0	0	0	0	0	\$0			\$2,370	\$237	\$2,607			\$2,607	\$2,607
Permitting (drilling and encroachment for City and Caltrans, including fees)	0	0	0	0	0	0	\$0			\$5,220	\$522	\$5,742			\$5,742	\$5,742
USA Field Marking and Notification	0	0	0	0	0	0	\$0			\$5,563	\$556	\$6,119			\$6,119	\$6,119
Traffic Control (Daly City and Caltrans)	0	0	0	0	0	0	\$0			\$6,400	\$640	\$7,040			\$7,040	\$7,040
Geophysics (up to 3 days of seismic refraction surveys)	0	0	0	0	0	0	\$0			\$24,656	\$2,466	\$27,122			\$27,122	\$27,122
Subsurface Boring Exploration (up to 3 borings, depth up to 40 feet)	0	0	0	0	0	0	\$0			\$18,923	\$1,892	\$20,815			\$20,815	\$20,815
Laboratory Testing	0	0	0	0	0	0	\$0			\$4,830	\$483	\$5,313			\$5,313	\$5,313
Draft Geotechnical Analysis and Report	0	0	0	0	0	0	\$0			\$19,560	\$1,956	\$21,516			\$21,516	\$21,516
Final Geotechnical Analysis and Report	0	0	0	0	0	0	\$0			\$4,890	\$489	\$5,379			\$5,379	\$5,379
EKI coordination and management of Delve	0	6	4	0	0	0	\$2,706			\$0	\$0	\$0			\$0	\$2,706
EKI review of Geotechnical Analysis and Report	0	0	6	6	0	0	\$3,950			\$0	\$0	\$0			\$0	\$3,950
Optional Subtask 2.1: Legal Descriptions for Easements	0	2	1	0	0	0	\$795			\$8,500	\$850	\$9,350			\$9,350	\$10,145
Subtotal Not Including Optional Subtask 2.1	0	24	21	6	0	0	\$14,500	0	0	\$261,954	\$26,195	\$288,100	\$0	\$0	\$288,100	\$302,700
Subtotal Including Optional Subtask 2.1	0	26	22	6	0	0	\$15,300	0	0	\$270,454	\$27,045	\$297,500	\$0	\$0	\$297,500	\$312,800
Task 3 -Project Design																
Preliminary Design Report																
Develop project design criteria	0	8	4	0	0	0	\$3,178			\$0	\$0	\$0			\$0	\$3,178
Design calculations and hydraulic modeling	60	12	12	4	1	0	\$21,433			\$0	\$0	\$0			\$0	\$21,433
Prepare drawing list and technical specification outline	0	8	4	0	0	0	\$3,178			\$0	\$0	\$0			\$0	\$3,178
Prepare 30% OPC	0	12	4	4	2	0	\$6,159			\$0	\$0	\$0			\$0	\$6,159
Prepare draft text of PDR	0	40	16	4	0	0	\$15,945			\$0	\$0	\$0			\$0	\$15,945
Internal QA/QC review of PDR	0	0	0	0	6	6	\$4,218			\$0	\$0	\$0			\$0	\$4,218
Address City review comments and provide final PDR	0	8	4	1	0	0	\$3,514			\$0	\$0	\$0			\$0	\$3,514
60% Design																
Draft trenchless technical memorandum (Delve)							\$0			\$6,850	\$685	\$7,535			\$7,535	\$7,535
Develop 60% Drawings	116	19	10	7	0	0	\$35,275			\$2,660	\$266	\$2,926			\$2,926	\$38,201
Develop 60% Specifications (including Delve assistance)	14	14	10	2	0	0	\$10,244			\$8,610	\$861	\$9,471			\$9,471	\$19,715
Develop 60% OPC	0	8	4	1	0	0	\$3,514			\$0	\$0	\$0			\$0	\$3,514
Trenchless casing design by Delve	0	0	0	0	0	0	\$0			\$2,380	\$238	\$2,618			\$2,618	\$2,618
QA/QC 60% Design Submittal	0	0	0	0	8	8	\$5,624			\$0	\$0	\$0			\$0	\$5,624

Continued...

PROJECT COST FOR I-280 SEWER CROSSING ENGINEERING DESIGN SERVICES (EKI C40075.00)

TASKS	EKI Labor							Subconsultant Labor				Expenses			TOTAL	
	G3 Engineer	G2 - Sam Cronin, P.E.	SUP2 - Tyler Colyer, P.E.	SUP1 - Jonathan Sutter, P.E	PRI - Dave Umezaki, P.E.	OFC - Laettia Mulamula, P.E.	TOTAL EKI Labor, including 4% Comm. Charge (1)			TOTAL Subconsultnat Labor	MARKUP ON SUBCONSULTANT COSTS	TOTAL SUBCONSULTANT COSTS (1)	CAD/GIS Charge (per hour)	OTHER DIRECT COSTS (2)	TOTAL EXPENSES (1)	
	209	227	310	323	333	343	(\$)			(\$)	10%	(\$)	\$20		(\$)	(\$)
90% Design																
Final trenchless technical memorandum (Delve)							\$0			\$1,805	\$181	\$1,986			\$1,986	\$1,986
Develop 90% Drawings	58	10	5	4	0	0	\$17,923			\$840	\$84	\$924			\$924	\$18,847
Develop 90% Specifications (including Delve assistance)	7	7	5	1	0	0	\$5,122			\$2,520	\$252	\$2,772			\$2,772	\$7,894
Develop 90% OPC	0	8	4	1	0	0	\$3,514			\$0	\$0	\$0			\$0	\$3,514
QA/QC 90% Design Submittal	0	0	0	0	8	8	\$5,624			\$0	\$0	\$0			\$0	\$5,624
100% Design																
Develop 100% Drawings	19	3	2	1	0	0	\$5,819			\$0	\$0	\$0			\$0	\$5,819
Develop 100% Specifications	2	2	2	0	0	0	\$1,552			\$0	\$0	\$0			\$0	\$1,552
Develop 100% OPC	0	8	4	1	0	0	\$3,514			\$0	\$0	\$0			\$0	\$3,514
QA/QC 100% Design Submittal	0	0	0	0	8	8	\$5,624			\$0	\$0	\$0			\$0	\$5,624
Subtotal	276	167	90	31	33	30	\$161,000	0	0	\$25,665	\$2,567	\$28,300	\$0	\$0	\$28,300	\$189,300
Task 4 - Bid Support Services																
Pre-Bid Meeting - prepare agenda and minutes	0	6	2	0	0	0	\$2,061			\$0	\$0	\$0			\$0	\$2,061
Develop Addenda (assume up to 2)	0	12	4	1	0	0	\$4,458			\$0	\$0	\$0			\$0	\$4,458
Attend Bid Opening, Evaluate Bids and Develop Recommendation Letter	0	4	4	1	0	0	\$2,570			\$0	\$0	\$0			\$0	\$2,570
Subtotal	0	22	10	2	0	0	\$9,100	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,100
Task 5 - Construction Support Services																
Submittal Review	48	32	20	2	0	0	\$25,108			\$0	\$0	\$0			\$0	\$25,108
RFI Responses (assume 6 RFIs)	0	24	6	1	0	0	\$7,936			\$0	\$0	\$0			\$0	\$7,936
Pre-Construction Meeting - prepare agenda and minutes	0	4	4	0	0	0	\$2,234			\$0	\$0	\$0			\$0	\$2,234
Site visits and construction meetings (assume 24 site visits)	0	48	36	0	0	0	\$22,938			\$0	\$0	\$0			\$0	\$22,938
Change Order review (assume 4 change orders)	8	8	8	1	0	0	\$6,543			\$0	\$0	\$0			\$0	\$6,543
Punch-list preparation	2	8	2	0	0	0	\$2,968			\$0	\$0	\$0			\$0	\$2,968
Post-construction inspection for acceptance	0	4	4	0	0	0	\$2,234			\$0	\$0	\$0			\$0	\$2,234
Prepare record drawings	16	16	8	1	0	0	\$10,170			\$0	\$0	\$0			\$0	\$10,170
Allowance for construction phase assistance by Delve Underground (6 visits)							\$0			\$15,000	\$1,500	\$16,500			\$16,500	\$16,500
Subtotal	74	144	88	5	0	0	\$80,200	0	0	\$15,000	\$1,500	\$16,500	\$0	\$0	\$16,500	\$96,700
TOTAL NOT INCLUDING OPTIONAL SUBTASK 2.1:	350	387	287	75	39	30	\$309,600	0	0	\$306,239	\$30,624	\$336,900	\$0	\$0	\$336,900	\$646,600
TOTAL INCLUDING OPTIONAL TASK 2.1:	350	389	288	75	39	30	\$310,400	0	0	\$314,739	\$31,474	\$346,300	\$0	\$0	\$346,300	\$656,700

Notes:

(1) A communications charge of 4% of labor costs covers e-mail access, web conferencing, cellphone calls, messaging and data access, file sharing, local and long distance telephone calls and conferences, facsimile transmittals, standard delivery U.S. postage, and incidental in-house copying.

(2) "Other Direct Costs" includes direct expenses, as listed below, incurred in connection with the work and will be reimbursed at cost plus ten percent (10%) for items such as:

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

Client/Address: City of Daly City

153 Lake Merced Blvd.
Daly City, CA 94015



Proposal Date: 10 May 2024

EKI Proposal/Project # C40075.00

SCHEDULE OF CHARGES FOR EKI ENVIRONMENT & WATER, INC.

2 January 2024

<u>Personnel Classification</u>	<u>Hourly Rate</u>
Officer and Chief Engineer-Scientist	345
Principal Engineer-Scientist	333
Supervising I, Engineer-Scientist	323
Supervising II, Engineer-Scientist	310
Senior I, Engineer-Scientist	297
Senior II, Engineer-Scientist	286
Associate I, Engineer-Scientist	275
Associate II, Engineer-Scientist	259
Engineer-Scientist, Grade 1	241
Engineer-Scientist, Grade 2	227
Engineer-Scientist, Grade 3	209
Engineer-Scientist, Grade 4	187
Engineer-Scientist, Grade 5	165
Engineer-Scientist, Grade 6	144
Project Assistant	135
Technician	129
Senior GIS / Database Analyst	170
CADD Operator / GIS Analyst	148
Senior Administrative Assistant	162
Administrative Assistant	128
Secretary	108

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work will be at cost plus fifteen percent (15%) for items such as:

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

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

Reimbursement for company-owned automobiles, except trucks and four-wheel drive vehicles, used in connection with the work will be at the rate of sixty cents (\$0.60) per mile. The rate for company-owned trucks and four-wheel drive vehicles will be seventy-five cents (\$0.75) per mile. There will be an additional charge of thirty dollars (\$30.00) per day for vehicles used for field work. Reimbursement for use of personal vehicles will be at the federally allowed rate plus ten percent (10%).

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

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

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

DELVE UNDERGROUND

2024 SCHEDULE OF RATES

These are “all-up” rates, meaning that they include direct salary cost, overhead, general and administrative costs not separately accounted for, and profit. They shall remain in effect through November 30, 2024. These rates shall be unilaterally revised by Delve Underground about December 1st of each calendar year for normal annual escalation and salary increases.

Classification	Hourly Rate	Classification	Hourly Rate
Principal	\$350	Design Technology Specialist III	\$170
Senior Associate	\$300	Design Technology Specialist II	\$160
Lead Associate	\$285	Design Technology Specialist I	\$140
Associate	\$270	Engineer Intern	\$120
Senior Project Consultant	\$255	Chief Inspector	\$250
Senior Project Geologist	\$245	Lead Inspector	\$230
Senior Project Engineer	\$245	Inspector	\$190
Project Consultant	\$205	Project Controls V	\$210
Project Geologist	\$200	Project Controls IV	\$190
Project Engineer	\$200	Project Controls III	\$160
Senior Staff Consultant	\$200	Project Controls II	\$135
Senior Staff Geologist	\$190	Project Controls I	\$120
Senior Staff Engineer	\$190	Technical Editor	\$190
Staff Consultant	\$180	Graphic Designer	\$170
Staff Geologist	\$170	Administration III	\$160
Staff Engineer	\$170	Administration II	\$140
Design Technology Specialist IV	\$195	Administration I	\$130

Unmanned Aerial Vehicle (UAV) Onsite Flight Rental Fee - \$2,000/day

Expenses: All direct costs are to be billed at actual cost, including:

1. Transportation expenses, including airfare, hotel, meals, ground transportation, and miscellaneous expenses.
2. Communications expenses, including long distance telephone, cell phone, facsimile, and messenger services.
3. Reproductions, plots, postage, handling and delivery of Instruments of Service, photography, blueprints, graphics, photo prints or printing.
4. Applicable taxes for work performed outside of California.

Basis for Services: Client agrees to pay Delve Underground for all services performed for the Project computed on a Time and Expense Basis in accordance with the schedule for Delve Underground’s personnel as set forth herein. Client also agrees to pay Delve Underground all reimbursable project-related expenses.

Invoicing: Delve Underground will endeavor to submit progress invoices to the Client monthly and a final invoice upon completion of services. Payments are due and payable upon receipt of Delve Underground’s invoice. Amounts unpaid 45 days after receipt of invoice shall bear interest at the rate of 1-1/2% (one and one-half percent) per month, or the maximum rate allowed by law.

Schedule of Fees

Effective August 1, 2023 and subject to periodic revision.

Classification:

Principal
Senior Civil Engineer
Senior Engineer 2
Senior Engineer 1
Engineer 2
Engineer 1
Assistant Engineer 2
Assistant Engineer 1
Senior Landscape Architect 2
Senior Landscape Architect 1
Landscape Architect 2
Landscape Architect 1
Landscape Designer 3
Landscape Designer 2
Landscape Designer 1
Planner
Assistant Planner
Dry Utility Project Manager 2
Dry Utility Project Manager 1
Utility Engineer
CADD Operator 2
CADD Operator 1
Surveyor Manager
Senior Land Surveyor
Senior Surveyor 2
Senior Surveyor 1
Surveyor 2
Surveyor 1
Assistant Surveyor 2
Assistant Surveyor 1
Survey Crew 2-man/1-man
Survey Crew 2-man/1-man (Prevailing Wage)
Administrative 3
Administrative 2
Administrative 1

Regular Hourly Rate:

\$295
\$230
\$210
\$194
\$190
\$180
\$155
\$140
\$210
\$190
\$180
\$170
\$165
\$155
\$145
\$185
\$150
\$180
\$160
\$145
\$125
\$100
\$215
\$205
\$200
\$180
\$160
\$150
\$140
\$125
\$330/\$190
\$416/\$240
\$150
\$130
\$110

Outside Services & Reproduction:

Actual cost plus 10%

Cost of services and expenses charged to O'Dell Engineering by outside consultants, commercial printers, and professional or technical firms engaged in connection with the project.

Travel:

Actual cost plus 10%

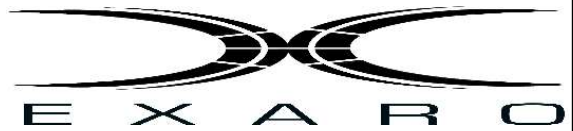
Mileage, per diem, and subsistence are not normally charged to the client unless specific prior authorization is negotiated between client and consultant.

Project Name xxxx

Project Number xxxx

Task Description xxxx

Prime Consultant:



Prime Project Number Agreement No:

Subconsultant:

EXARO Technologies Corporation

1	DIRECT LABOR	Hours	Rate/Hr	Multiplier	Billing Rate	Subtotals
	Name of Staff					
	Operations Manager Jose Dominguez	0	\$72.00	195.60%	212.83	\$ -
	Project Manager Mario Lopez	0	\$72.00	195.60%	212.83	\$ -
	Project Coordinator Arthur Servin	0	\$42.78	195.60%	126.46	\$ -
				195.60%	0.00	\$ -
				195.60%	0.00	\$ -
	Subtotal - Home Labor					\$ -
	FIELD LABOR					
	Lead Foreman Yogendra Singh	0	\$77.94	195.60%	230.39	\$ -
	Foreman TBD	0	\$68.62	195.60%	202.84	\$ -
	Technician TBD	0	\$64.99	195.60%	192.11	\$ -
				195.60%	0.00	\$ -
				195.60%	0.00	\$ -
				195.60%	0.00	\$ -
				195.60%	0.00	\$ -
				195.60%	0.00	\$ -
	Subtotal - Field Labor					\$ -
2	Total	0			Total Labor Cost	\$ -

4						
5	OTHER DIRECT COSTS Daily Unit Rates	most equipment are in h	Units	Rate		Costs
	Arrow Board		0	\$ 160.00		\$ -
	Core Machine Ultimate		0	\$ 515.00		\$ -
	Electronic Detection Locator		0	\$ 114.00		\$ -
	Fuel TBD		0	\$ -		\$ -
	GPR Rebar Scanner / Utility Locator		0	\$ 284.00		\$ -
	Loader Bobcat		0	\$ 412.00		\$ -
	Material TBD		0	\$ -		\$ -
	Mini Excavator		0	\$ 397.00		\$ -
	Trencher		0	\$ 515.00		\$ -
	Tripod Rescue		0	\$ 145.00		\$ -
	Walk Behind Cutting Saw		0	\$ 119.00		\$ -
	Truck		0	\$ 266.00		\$ -
	Dump Truck		0	\$ 330.00		\$ -
	Vacuum Truck		0	\$ 927.00		\$ -
	Vacuum Truck with Boom Super Sucker		0	\$ 1,391.00		\$ -
	Permits/Bonds TBD		0			\$ -
	Subsistence / Travel		0	\$ 330.00		\$ -
6	Other Direct Costs (ODCs):					\$ -
7	SUB CONSULTANTS:					
8	Subconsultants:					\$ -
9						
10						
11						
12	Fixed Fee Home & Field			15%		\$ -
13	TOTAL PROJECT TASK COST			Total:		\$ -

**AGREEMENT FOR SERVICES
BETWEEN THE NORTH SAN MATEO COUNTY SANITATION DISTRICT
AND**

THIS AGREEMENT, made and entered into at Daly City, California, this [REDACTED] day of [REDACTED], 20[REDACTED] by and between the THE NORTH SAN MATEO COUNTY SANITATION DISTRICT, a subsidiary of the City of Daly City, a Municipal Corporation, hereinafter referred to as "DISTRICT", and [REDACTED], a [REDACTED] Corporation, licensed to do business in California, 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:

[REDACTED]
(HEREINAFTER REFERRED TO AS "PROJECT")

WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby undertake to perform said services.

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 A. DISTRICT will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in Exhibit A. 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. FIRST PARTY shall be entitled to keep one copy of all project related files, records and materials for their files.

III. COMPENSATION AND PAYMENT

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

- C. 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 (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.
- D. 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 FIRST PARTY sells and/or transfers to another entity 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 licensed and 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:

NAME
TITLE
COMPANY
ADDRESS

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. PROFESSIONAL LIABILITY/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. If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under the agreement or the general aggregate limit shall be at least two million dollars (\$2,000,000). 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; products and completed operations 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) The insurance must cover complete contractual liability. This may be provided by amending the definition of "incidental contract" to include any written agreement.
- (d) Any explosion, collapse, and underground property damage exclusion must be deleted.

- (e) An endorsement must state that coverage is primary insurance and that no other insurance or self-insured retention carried by the DISTRICT will be called upon to contribute to a loss under the coverage.
 - (f) The policies must contain a cross liability or severability of interest clause.
 - (g) Broad form property damage liability must be afforded. A deductible that does not exceed \$5,000 may be provided.
 - (h) 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.
 - (i) Notice of cancellation or non-renewal must be received by the City Engineer at least thirty (30) days prior to such change.
- (3) Professional Liability. Consultant, at consultant's own cost and expense, shall maintain for the period covered by this agreement professional liability insurance for licensed professionals performing work pursuant to this agreement in an amount not less than one million dollars (\$1,000,000) covering the licensed professionals' errors and omissions, as follows:
- (a) Any deductible shall not exceed \$5,000 per claim.
 - (b) Notice of cancellation or non-renewal must be received by the City Engineer at least thirty (30) days prior to such change.
 - (c) The following provisions shall apply if the professional liability coverages are written on a claims made form:
 - (1.) The retroactive date of the policy must be shown and must be before the date for the commencement of work for the City of Daly City.
 - (2.) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the agreement or the work.
 - (3.) If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date as provided under (3)(d)(1.) above, consultant must provide extended reporting coverage on the expiring policy for a minimum of five (5) years after completion of the agreement or the work.
 - (4.) A copy of the claim reporting requirements, including any extended reporting period provisions, must be submitted to the DISTRICT prior to the commencement of any work under this agreement.
- (4) 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.

- (5) 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.
- (6) 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.
- (7) 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 shall indemnify and hold harmless the DISTRICT, its subsidiary districts, their officers, agents, and employees from all claims, suits, or actions of every kind and description to the extent caused by FIRST PARTY's negligence, recklessness, or willful misconduct.

The duty of Consultant 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 consequential damages or costs from claims or litigation. Notwithstanding the foregoing, for any claim alleging FIRST PARTY's negligent performance of professional services, FIRST PARTY's obligations regarding DISTRICT's defense under this paragraph include only the reimbursement of DISTRICT's reasonable defense costs incurred to the extent of FIRST PARTY's negligence as expressly determined by a final judgment, arbitration, award, order, settlement, or other final resolution. FIRST PARTY shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic or incidental damages to the DISTRICT or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, FIRST PARTY shall not be responsible for acts and decisions of third parties, including governmental agencies, other than FIRST PARTY's subconsultants, that impact project completion and/or success.

Consultant 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 & SUBCONTRACTORS

- A. 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.
- B. The FIRST PARTY has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor's methods of determining prices, or other competitive bidding or market conditions, practices or bidding strategies. Cost estimates are based on FIRST PARTY's opinion based on experience and judgment. FIRST PARTY cannot and does not guarantee that proposals, bids or actual Project construction costs will not vary from cost estimates prepared by FIRST PARTY.
- C. FIRST PARTY shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors and will not be responsible for Contractor's failure to carry out work in accordance with the Contract Documents.

XII. HAZARDOUS MATERIALS OR ASBESTOS DISCOVERY

Hazardous materials or asbestos may exist at a site where there is no reason to believe they could or should be present. The FIRST PARTY and DISTRICT agree that the discovery of unanticipated hazardous materials or asbestos constitutes a changed condition mandating a renegotiation of FIRST PARTY's services.

XIII. 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. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by FIRST PARTY for the specific purpose intended will at DISTRICT's sole risk and without liability or legal exposure to FIRST PARTY.

XIV. 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.

XV. DISTRICT PROVIDED DATA

The DISTRICT shall furnish the FIRST PARTY available studies, reports and other data pertinent to FIRST PARTY's services and FIRST PARTY shall be entitled to use and rely upon all such information provided by DISTRICT or others in performing FIRST PARTY's services under this Agreement.

XVI. ACCESS

DISTRICT shall arrange for access to and make all provisions for FIRST PARTY to enter upon public and private property as required for FIRST PARTY to perform services hereunder.

XVII. SERVICES DURING CONSTRUCTION

If the project involves construction of any kind, the parties agree that DISTRICT and FIRST PARTY shall be indemnified to the fullest extent permitted by law for all claims, damages, losses and expense including attorney's fees arising out of or resulting from the construction contractor's performance of work including injury to any worker on the job site except for the sole negligence of DISTRICT or FIRST PARTY. Both DISTRICT and FIRST PARTY shall be named as additional primary insured(s) by construction contractor's General Liability and Builders All Risk insurance policies without offset and all Construction Documents and insurance certificates shall include wording acceptable to the parties herein with reference to such provisions.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. THIRD PARTIES

The services to be performed by FIRST PARTY are intended solely for the benefit of the DISTRICT. No person or entity not a signatory to this Agreement shall be entitled to rely on the FIRST PARTY's performance of its services hereunder, and no right to assert a claim against the FIRST PARTY by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the FIRST PARTY's services hereunder.

XXIII. 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.

XXIV. 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.

XXV. 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 General Manager
"DISTRICT"

COMPANY
a _____ Corporation,
licensed to do business in California

By _____

Title _____

PE No. _____
"FIRST PARTY"

APPROVED AS TO FORM:

Rose Zimmerman
District Counsel