



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

Special Meeting - SANITATION DISTRICT

AGENDA

Tuesday, May 27, 2025 - 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 April 14, 2025

Action Items:

2. Sewer Service Charge Appeals - Fiscal Year 2025-26
3. Resolution of Intent to Adopt Appropriations Limitation (Gann Limit)
4. Belcrest Sewer Lift Station Emergency Generator Replacement
5. Approval of Amendment #9 to Professional Services Agreement with Delve Underground

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.

PRESENTATIONS:

6. Proclamation Declaring May 2025 as Water Awareness Month - Joshua Cosgrove

NEW BUSINESS

REPORTS:

7. Board of Directors
8. Staff

ADJOURNMENT:

REGULAR MEETING - BOARD OF DIRECTORS

MINUTES

April 14, 2025

The Board of Directors of the North San Mateo County Sanitation District convened in a Regular Meeting on April 14, 2025, in the City Council Chamber, City Hall, 333 - 90th Street, Daly City, California.

The meeting was called to order by Chair Dr. Rod Daus-Magbual at 6:56 p.m.

ROLL CALL:

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

Absent: None

Staff Present: Acting City Manager and Director of Finance and Administrative Services Tim Nevin, District Counsel Rose Zimmerman, Director of Water and Wastewater Resources Joshua Cosgrove, Chief of Operations Greg Krauss, Assistant to the Director of WWR Kaila DeFries, Senior Management Analyst Anthony Tofiga, Collection System Manager Louis Langi, Water and Wastewater Maintenance Manager Michael Patolo, Assistant to the City Manager Leilani Ramos, Office Assistant II Erika Luna, and Office Assistant II Ester Cabral as Recording Secretary.

APPROVAL OF AGENDA:

Motion was made, seconded (Manalo/DiGiovanni) and unanimously approved.

CONSENT AGENDA:

1. **Minutes of Regular Meeting of February 24, 2025**
2. **Accept as Complete the Dissolution Equipment Replacement Project with Valentine Corporation**
3. **Recertify Sewer System Management Plan (SSMP)**

Motion was made, seconded (DiGiovanni/Manalo) and unanimously approved.

NEW BUSINESS:

4. **Setting Time and Place of Public Hearing for Sewer Service Charge Report Fiscal Years 2025-26, 2026-27, 2027-28, 2028-29**

Director of Water and Wastewater Resources Joshua Cosgrove recommended that the District Board approve on Setting Time and Place of Public Hearing for Fiscal Years 2025-26, 2026-27, 2027-28, and 2028-29 Sewer Service Charge Report for 6:45 p.m., Monday, June 23, 2025. NSMCSD Ordinance No. 96, adopted by the Board July 26, 2021, prescribed a Sewer Service Charge for Fiscal years 2021-22, 2022-23 and 2023-24. The last increase was implemented July 1, 2023. Adjustments to the Sewer Service Charge require amending NSMCSD Ordinance No. 96.

Staff and financial consultants Hilton, Farnkopf, and Hobson (HF&H) prepared a NSMCSD Rate Study and Financial Model that estimated future revenues and expenditures base on the most current financial information to develop a rate structure that would fund the next four fiscal years. This was presented to the Water Committee and City Manager on two occasions, and staff updated the Rate Study and Financial Model with their comments. This was then presented to the Board by John Farnkopf of HF&H. The recommended changes to the Sewer Service Charge for Fiscal Years 2025-26, 2026-27, 2027-28, and 2028-29 reflect a 9% increase on July 1, 2025, a 9%, increase on July 1, 2026, a 9.5% increase on July 1, 2027, and a 9% increase on July 1, 2028. It was the objective of the rate increase to maintain adequate operating and capital reserves and be able to fund capital improvements identified in the recent Master Plans

Rates for residents of the Village Serramonte have a proposed change in determining their rates. Currently, Village Serramonte rate payers are charged the same rates as all other District rate payers. The proposed change will be based on the rates charged by the Town of Colma because the wastewater from Village Serramonte flows directly into the town of Colma, not into the District. The new rate is set to cover the Town of Colma's cost of serving Village Serramonte, which is currently higher than the District's cost of serving District rate payers. The rate charged to Village Serramonte will be the sum of the Town of Colma's charge for its collection system and the City of South San Francisco's charge for wastewater treatment. This will be phased in over four years.

The District charges a minimum annual charge to recover a portion of the cost of serving customers with a very low flow. It was proposed that the minimum flow used to determine the minimum charge be increased from 0.92 CCF per month to 1.00 CCF per month or 12 CCF per year (25 gallons per day).

Motion was made, seconded (Manalo/DiGiovanni) and unanimously carried on a roll call vote to adopt Resolution No. 25-SD-05, "Setting Time and Place of Public Hearing for Sewer Service Charge Report Fiscal Years 2025-26, 2026-27, 2027-28, and 2028-29."

REPORTS:

5. Board of Directors

None.

6. Staff

None.

ADJOURNMENT:

Motion was made, seconded (DiGiovanni/Sylvester) and unanimously carried to adjourn the Regular Meeting at 7:30 p.m.



North San Mateo County Sanitation District

a subsidiary of the City of Daly City

Meeting Date: May 27, 2025

Subject: SEWER SERVICE CHARGE APPEALS - FISCAL YEAR 2025-26

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

Acosta, Micheal
Bernales, Celest
APN# 090-013-220

Wong, Jin Gee
Huang, Dun Ming
APN# 004-293-060

Buzon, Elsa
APN# 091-781-230

Pera, Albert & Regina
APN# 004-103-170

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 "Tim Nevin".

Tim Nevin
Director of Finance and Administrative Services
City of Daly City

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.	090-013-220	2025-26
CUSTOMER NAME	Michael Acosta & Celest Bernales	
SERVICE ADDRESS	46 Bellevue Ave., Daly City, CA 94014	

CREDIT BASED ON ACTUAL ANNUAL USAGE

WATER USAGE:

		BASE PERIOD	37
		2 MONTHS PRIOR	7
2 MONTHS AFTER	2	4 MONTHS PRIOR	11
4 MONTHS AFTER	6	6 MONTHS PRIOR	8
		8 MONTHS PRIOR	12
		10 MONTHS PRIOR	8
		ACTUAL ANNUAL USAGE	83
		BASE PERIOD ANNUALIZED	222
		ANNUAL CREDIT IN UNITS	
		(MUST BE OVER 15 UNITS)	139
		PERCENTAGE CHANGE	
		(MUST BE OVER 10%)	167%
		ANNUAL CREDIT IN DOLLARS	\$1,488.69
		(N.S.M.C.S.D. \$10.71 per unit)	

REASON FOR APPEAL

Residents had a toilet leak during the base period. Usage decreased after repairs where completed. Requesting to adjust the sewer charge on upcoming tax roll.

STAFF RECOMMENDATION TO BOARD

Grant Adjustment - Based on actual annual usage

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

PARCEL NO.	004-293-060	2025-26
CUSTOMER NAME	Jin Gee Wong & Dun Ming Huang	
SERVICE ADDRESS	63 Risel Ave., Daly City, CA 94014	

CREDIT BASED ON ACTUAL ANNUAL USAGE

WATER USAGE:

		BASE PERIOD	93
		2 MONTHS PRIOR	31
2 MONTHS AFTER	32	4 MONTHS PRIOR	31
		6 MONTHS PRIOR	32
		8 MONTHS PRIOR	47
		10 MONTHS PRIOR	44
		ACTUAL ANNUAL USAGE	278
		BASE PERIOD ANNUALIZED	558
		ANNUAL CREDIT IN UNITS	
		(MUST BE OVER 15 UNITS)	280
		PERCENTAGE CHANGE	
		(MUST BE OVER 10%)	101%
		ANNUAL CREDIT IN DOLLARS	\$2,998.80
		(N.S.M.C.S.D. \$10.71 per unit)	

REASON FOR APPEAL

During the base period, customers found a bathroom leak. After repairs were completed, water usage decreased. Requesting to adjust the sewer charge on upcoming tax roll.

STAFF RECOMMENDATION TO BOARD

Grant Adjustment - Based on actual annual usage

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

PARCEL NO. 091-781-230 2025-26
CUSTOMER NAME Elsa Buzon
SERVICE ADDRESS 25 Brighton Ct., Daly City CA 94015

CREDIT BASED ON ACTUAL ANNUAL USAGE

WATER USAGE:

		BASE PERIOD	88	
		2 MONTHS PRIOR	33	avg
2 MONTHS AFTER	18	4 MONTHS PRIOR	33	avg
		6 MONTHS PRIOR	57	
		8 MONTHS PRIOR	45	
		10 MONTHS PRIOR	32	
		ACTUAL ANNUAL USAGE	288	
		BASE PERIOD ANNUALIZED	528	
		ANNUAL CREDIT IN UNITS (MUST BE OVER 15 UNITS)	240	
		PERCENTAGE CHANGE (MUST BE OVER 10%)	83%	
		ANNUAL CREDIT IN DOLLARS	\$2,570.40	
		(N.S.M.C.S.D. \$10.71 per unit)		

REASON FOR APPEAL

Customer had a continuous leak since fall of 2024. Due to financial issues, she could not pay for repairs until after the base period. Usage started to decrease after repairs were completed. Actual usage calculates to the same amount as bi-monthly annualized usage. Requesting to review water usage history and adjust the sewer charge on upcoming tax roll.

STAFF RECOMMENDATION TO BOARD

Grant Adjustment - Based on review of water usage history

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

PARCEL NO. 004-103-170 2025-26
CUSTOMER NAME Alberto & Regina Pera
SERVICE ADDRESS 438 Crocker Ave. Daly City, CA 94014

CREDIT BASED ON ACTUAL ANNUAL USAGE

WATER USAGE:

		BASE PERIOD	31
		2 MONTHS PRIOR	6
2 MONTHS AFTER	5	4 MONTHS PRIOR	4
		6 MONTHS PRIOR	4
		8 MONTHS PRIOR	5
		10 MONTHS PRIOR	6
		ACTUAL ANNUAL USAGE	56
		BASE PERIOD ANNUALIZED	186
		ANNUAL CREDIT IN UNITS	
		(MUST BE OVER 15 UNITS)	130
		PERCENTAGE CHANGE	
		(MUST BE OVER 10%)	232%
		ANNUAL CREDIT IN DOLLARS	\$1,392.30
		(N.S.M.C.S.D. \$10.71 per unit)	

REASON FOR APPEAL

During the base period, customers found a toilet leak. After repairs were completed by replacing the toilet, usage decreased. Homeowners are requesting to adjust the sewer charge on upcoming tax roll.

STAFF RECOMMENDATION TO BOARD

Grant Adjustment - Based on actual annual usage



North San Mateo County Sanitation District

A subsidiary of the City of Daly City

Meeting Date: May 27, 2025

Subject: Resolution of Intent to Adopt Appropriations Limitation (Gann Limit)

Recommended Action

Approve Resolution of Intent to adopt the annual Appropriations Limitation (Gann Limit).

Background

As required by Article XIII B of the State Constitution (Proposition 111, or the Gann Amendment), the Sanitation District Board of Directors is required to adopt an annual appropriations limitation. This resolution establishes the Agency's intent to adopt the Appropriations Limitation for Fiscal Year 2025-26.

Discussion

Adoption of the Appropriations Limitation will be requested at the Sanitation District meeting of June 23, 2025. At that time, the Department of Finance and Administrative Services will provide the calculations of proceeds of taxes and the appropriations limit based on our estimates for the upcoming FY. This information will be available for public inspection by Friday, May 30, 2025 on the City's website at www.dalycity.org.

Appropriate notice will be posted by the Department of Finance and Administrative Services regarding the availability of the documentation.

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

Respectfully submitted,

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

Timothy J. Nevin
Director of Finance and Administrative Services



North San Mateo County Sanitation District

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Meeting Date: May 27, 2025

Subject: Belcrest Sewer Lift Station Emergency Generator Replacement

Recommended Action

Authorize staff to replace and procure an emergency standby generator for \$327,335 as well as Bay Area Air Quality Management District, (BAAQMD) permitting of \$9,995 for Belcrest Sewer Lift Station from ABM Building Solutions in the amount not to exceed \$337,330.

Background

The Belcrest Sewer Lift Station is an important station which requires 24 hours a day, 7 days a week of uninterrupted electrical power. The Belcrest Sewer Lift Station takes wastewater flow from Skyline Sewer Lift Station and gravity sewage flow from the surrounding community. The Belcrest Sewer Lift Station receives the flow and pumps it up Belcrest Avenue to Skyline Drive where it flows gravity to the Wastewater Treatment Facility. Over the years, high wind gusts and major storm events have contributed to power failures wherein the emergency standby generator was called to run the station. The emergency generator is over eleven years old and requires replacement. The body, frame and the controls are rusting, and metal rehabilitation had to be performed to extend the economic life of the unit to ensure continued standby emergency electrical power to the station. Loss of power to the station and having an inoperable standby emergency generator would place the station in vulnerable state potentially causing a wastewater spill.

Discussion

Staff reached out to two vendors to provide quotation for a new trailer mounted 275kw Cummins emergency standby generator as well as provide permitting with the Bay Area Air Quality Management District. Because the generator will be set close to the Pacific Ocean, a protective coating on all exposed parts will be furnished to inhibit corrosion due to the saltwater air. End user training will also be provided at the time of startup. Since this is a trailer mounted emergency generator, it will allow for operational flexibility at other locations which may require backup power. ABM Building Solutions however was the only vendor who was able to meet the required scope. In addition, ABM Building Solutions was selected to provide quotation for the emergency generator based upon their award of contract, number 02-122 with OMNIA Partners, Region 14 ESC, which is a nationally identified purchasing cooperative. The OMNIA Partners contracts are solicited on a national level and allows governmental agencies to procure equipment competitively through vetted bid solicitation.

Fiscal Impact

Sufficient funds are available in the Fiscal Year 2024-2025 Sanitation Fund Capital Project: 87-920-802-4536 Sewer Lift Station Rehabilitation/Improvements for this purchase.

Summary/Conclusion

Authorize staff to procure emergency standby generator for Belcrest Sewer Lift Station including required permitting from ABM Building Solutions in the amount not to exceed \$337,330.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Michael Patolo', with a stylized, sweeping flourish at the end.

Michael Patolo
Water & Wastewater Maintenance Manager

A handwritten signature in blue ink, appearing to read 'Joshua Cosgrove', with a stylized, sweeping flourish at the end.

Joshua Cosgrove
Director of Water and Wastewater Resources

Attachment 1: Daly City WWTP – Belcrest Sewer Lift Station Generator Proposal

Daly City WWTP - Belcrest Sewer Lift Station Generator

PRESENTED BY: Adrian Giovenco, An Integrated Solutions Provider

PRESENTED TO: City of Daly City

DELIVERED ON: May 02, 2025

Cover Letter

Dear Michael,

I would like to thank you for your time and consideration during the evaluation process of your facility. I am really excited about the opportunity and am confident the solution we have co-authored will make significant improvements and extend the life of your buildings systems.

Thank you for your consideration and please let me know if you have any questions.

Best Regards,

Adrian Giovenco
adrian.giovenco@abm.com
(707) 246-7790

Project Agreement

Proposal Date	Proposal Number	Agreement
May 2, 2025	PP25141	N/A

BY AND BETWEEN:

ABM Building Solutions 6200 Goodyear Road Benicia, CA 94510 hereinafter CONTRACTOR	AND	City of Daly City 55 Belcrest Ave Daly City, CA 94015-1048 hereinafter CUSTOMER
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SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

Daly City WWTP – 55 Belcrest Ave, Daly City, 94015

Belcrest Sewer Lift Station Generator

ABM Building Solutions, LLC is pleased to provide one (1) Cummins portable 275 kW generator with protective coating for the pump station. This proposal is in accordance with ABM's Omnia/NCPA Region 14 ESC Cooperative Purchasing Contract Number 02-122.

Scope of Supply Includes:

- Furnish one (1) Cummins Diesel Genset Model C275D2RE, 50/60 Hz, 275kW, Standby-Rental
- Trailered Unit
- Prime Duty Rating
- US EPA Nonroad (Portable) Application
- Voltage 208-480 Variable
- Emissions – Compliance EPA Tier 4 Final Certified
- Alternator – 60 Hz, 208/416 – 240/480 Volt, 150/80C Standby/Prime
- Electric Brake Trailer
- Pintle Hitch – 3 inch
- UN31A Certified Fuel Tank
- Generator Set Control – PowerCommand 3.3, Paralleling with MLD
- Distribution Panel – Rental Bus Bar Connection
- Genset Warranty – Industrial Mobile Base, Prime 3 Years/3000 Hours
- Battery Charger
- Engine Coolant – 60% Antifreeze, 40% Water Mixture
- Cam Lock Distribution Panel
- Fuel tank on generator provides 24 hours run time at 75% load (prime power)
- Genset Model C275D2RE has a standby rating of 275 kW (250 kW prime power rating)
- Generator start up and training to include:
 - Generator Voltage and Current Calibrations
 - 2-Hour Load Bank Testing
 - End User Training On-Site During Time of Start Up

Scope of Work Notes:

- A protective coating will be applied onto the generators exposed parts to inhibit corrosion due to the salt air in the region. Our best efforts have been taken to locate a product that will provide coverage onto the exposed metal parts. No warranty is implied or offered related to this protective coating.
- Due to harsh air environment the longevity of this system cannot be guaranteed
- All plan check and BAAQMD permits are excluded. The generator manufacturer offers BAAQMD permitting at a cost of \$9,995 per site. This must be included at time of order if required.
- Startup to be done during normal business hours during the week (Mon-Fri). Training shall be completed the same day as startup.
- Standard warranty for this product is offered by the generator manufacturer and is limited as per their terms

and conditions.

- Estimated submittal lead time is 2-3 weeks
- Production lead time is 17 to 19 weeks or sooner depending on availability at time of order release. Lead time provided is best current estimate from the factory.
- Client shall approve submittals prior to order release

Scope of Work Excludes:

- Installation of any kind
- Costs of BAAQMD and Building Permits, if required
- All Mechanical Engineering, Structural Engineering, and/or Architectural Services or drawings, if required
- Electrical testing of any kind
- After-hours/overtime labor for startup and training
- Any parts and labor not identified in included scope of work above

General Exclusions:

- Davis Bacon
- Buy American
- Performance and payment bonds
- ABM not responsible for vandalism of equipment or work site during construction or after construction
- Any pre-existing deficiencies that are outside of the scope of work would be brought to attention at the earliest opportunity to reduce change order costs.
- This proposal does not reflect (include) material/labor cost escalations beyond a standard inflationary rate (SIR) of 5%. We reserve the right to recover cost impacts above (SIR).
- The proposed price and scope of work is valid for 30 days. If approval is beyond 30 days, ABM reserves the right to conduct another pricing review and adjustment if required.
- No upgrades or modifications to existing power infrastructure
- **In the event of a Change in Law that materially affects ABM's performance of its obligations under this Agreement, increases the cost of performance, or affects the timing or feasibility of an obligation under this Agreement, ABM shall be entitled to an equitable adjustment of the contract price, schedule, or other relevant terms. For the purposes of this Agreement, a "Change in Law" shall mean (i) the enactment, adoption, promulgation, modification, or repeal of any applicable law, regulation, rule, ordinance, code, or standard by any governmental authority after the Effective Date; or (ii) any change in the interpretation or application of any applicable law by any governmental authority after the Effective Date.**

The above described work will be performed for the total sum of.....\$ 327,335

General Notes:

Overall safety protocols will be observed at all times such as and not limited to lock out / tag out, personal protective equipment, etc.

ASSUMPTIONS: All labor and work schedule defined in this agreement is priced at Contractors normal straight time rates, unless otherwise noted.

EXCLUSIONS: The scope of work to be performed by Contractor is limited to the description contained herein, Contractor agrees to advise Customer of any work found outside the scope of work detailed herein and such work shall be performed on an agreed upon time and material basis. Any work required by the appropriate Building Department to bring the existing mechanical system, electrical system, plumbing system or building structure up to code will be invoiced separately at the Contractors regular hourly rate and material markup.

WARRANTY: ABM Building Solutions, LLC will transfer factory Cummins standard warranty to client.

Price quoted in this proposal is valid for 30 days from proposal date.

As a condition of performance, payments are to be made on a progress basis. Invoice payment must be made within (30) days of receipt. Any alteration or deviation from the above proposal involving extra cost of material or labor will become an extra charge over the sum stated above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. This agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein.

Sales Rep	Customer	Manager
Signature:	Signature:	Signature:
Name: Adrian Giovenco	Name:	Name: Rick Cooke
Title: Sr Business Development Manager	Title:	Title: Vice President
Date: May 2, 2025	Date:	Date: May 2, 2025
TO ORDER SERVICES UNDER THIS AGREEMENT WITH A PURCHASE ORDER, PLEASE PROVIDE THE FOLLOWING:		
PO Number:	Date of Issue:	Customer Signature:
NOTE: When issuing a purchase order for this Agreement, the services, responsibilities, terms and conditions for both parties remain as detailed in this Agreement.		

Project Agreement Terms and Conditions

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of performance. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty, that the Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the contractor's rates in effect.
3. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire balance of the Agreement price shall become due and payable immediately upon demand. All past due amounts shall accrue interest at the maximum rate permitted by applicable law.
4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
5. If there is any alteration to, or deviation from, this Agreement involving extra work, the cost of materials and/or labor will become an extra charge (fixed price amount to be negotiated or on a time and material basis at Contractor's rates then in effect) over the price stated in this Agreement.
6. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all expenses, costs, and attorneys' fees incurred by Contractor.
7. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of performance of the work.
8. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, (including those by Contractor's employees), lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
9. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its affiliates, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
10. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
11. Contractor's obligations under this Agreement and any subsequent agreements do not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Customer of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work under this Agreement shall be extended to the extent caused by the suspension and the Agreement price equitably adjusted.

12. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the Customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the Customer's facility, arising out of or in connection with the Contractor's work under this Agreement, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).
13. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.



North San Mateo County Sanitation District

a subsidiary of the City of Daly City

Meeting Date: May 27, 2025

Subject: Approval of Amendment #9 to Professional Services Agreement with Delve Underground

Recommended Action

Authorize the execution of Amendment #9 to the existing Professional Services Agreement with Delve Underground of Walnut Creek, CA in the amount of \$249,871 to provide support to Daly City in preparation of putting the Vista Grande Drainage Basin Improvement Project out to bid.

Background/Discussion

The Vista Grande Drainage Basin Improvement Project is 100% designed and ready to go out to bid. Work covered under this amendment includes continued permitting support, agency stakeholder coordination and meetings, ROW support, contractor prequalification, and project management. This Amendment #9 includes effort for additional support to Daly City including extension of the project schedule to a new proposed bid advertisement date of June 2025. 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. This Amendment #9 will provide additional funding through their existing Professional Services Agreement to assist DWWR staff through the bid process. 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, reading "Joshua Cosgrove".

Joshua Cosgrove
Director of Water and Wastewater Resources

A handwritten signature in black ink, reading "Anthony Tofiga".

Anthony Tofiga
Senior Management Analyst - DWWR

Attachment 1: Request for Amendment #9

May 7, 2025

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 9

Dear Mr. Cosgrove:

Delve Underground 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, agency stakeholder coordination and meetings, ROW support, contractor prequalification, and project management. The following sections provide justification for this request.

Task 4.14 - Post 100% Submittal Support

The 100% Design package was issued to the City in September 2020. Since that time, Delve Underground and its subconsultants have been working to support the City with additional permitting, easement, funding, and utility coordination support. Contract Amendment 8, submitted in August 2024, provided as-needed funds to support the project through December 2024. 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 June 2025. 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.

- **Contractor Prequalification:** Delve Underground led Daly City's prequalification process to prequalify prospective bidders (both General Contractors and tunneling subs) for the Vista Grande project. This included advertising an early notice and the prequalification process, developing the prequalification documents, responding to questions, analyzing the submittal packages, and preparing draft responses to the contractors.
- **Project Coordination:** The project team has continued to support the project on a monthly basis. This includes coordination with stakeholders and permitting agencies, regular project meetings, special project meetings, support to Daly City in their requests for support (i.e. responses to Daly

City Board, Funding, etc.), and management of staff and subconsultants. Additional project coordination is assumed from January 1, 2025 through June 30, 2025.

- New Scope Items
 - John Muir Dr. Realignment Changes: SFMTA’s review of the John Muir Dr. realignment has necessitated changes to the realignment, including modifying the lanes to accommodate separate pedestrian and bicycle paths, and additional lighting and signage. Additional work from Brown and Caldwell and their subconsultant Mark Thomas, is required to coordinate with SFMTA and update the drawings.
 - 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).
 - Develop up to 4 additional landscape drawings to include revegetation at Fort Funston.
 - Update specification section 02900 - Planting.
 - Irrigation, fencing, and hardscape plans are not included.
- Additional 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. We will continue to respond to questions arising from other permit applications.
- Contingency: A contingency of 10% has been included as a separate line item to cover project delays and additional unplanned project developments.

Assumptions:

- This amendment will extend the Project Management for an additional 6 months starting on January 1, 2025.
- The City of Daly City will review and provide feedback on front-end specification changes
- Landscape drawings and spec update will be added to the bid package through addendum during the bid process.

Deliverables:

- Six 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 12 new landscape drawings, and update to one specification

Task 4.14 Compensation – See Table 2.

Compensation

Due to the additional scope of work and project complexities and challenges described herein, this contract amendment requests an additional fee of \$249,871 for Delve Underground and its subconsultants. These costs are described in detail in Table 1.

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: John Kaplin, Delve Underground

Vista Grande Drainage Basin Improvements Project
Final Design Amendment 9
Table 1- Task 4.14

5/1/2025

Task 4.14		\$320	\$260	\$195	Delve Labor Hours	Delve ¹	Brown And Caldwell	WRT & Mark Thomas	TOTAL
Item	Description	Principal	Associate	Project Engineer					
Contractor Prequalification	Lead process to prequalify contractors	100	25	120	245	\$61,900			\$61,900
Project Coordination	PM, Meetings, General Coordination 1/1/2025 through 6/30/2025	140		20	160	\$50,593	\$47,318		\$97,911
New Scope Items	SFMTA comments, Additional Fort Funston Landscaping, Lake Merced	25		10	35	\$11,430	\$37,000	\$29,975	\$48,430
Additional Permitting	Permitting, Meetings, Utility Coordination, Project Management (6 months)	25		10	35	\$10,190	\$6,000		\$16,190
Contingency	10% contingency					\$13,411	\$9,032	\$2,998	\$25,441
Totals		290	25	160	475	\$147,524	\$99,350	\$32,973	\$249,871

¹ Includes 4% subconsultant markup

Proclamation

Water Awareness Month – May 2025

WHEREAS, water is an essential and invaluable resource, crucial to the health, well-being, and sustainability of the community, economy, and environment; and

WHEREAS, Daly City, through the North San Mateo County Sanitation District, recognizes that the stewardship of our water resources is a shared responsibility, requiring the active participation of every resident, business, and organization to ensure the continued availability of clean and safe water for all; and

WHEREAS, as we face the ongoing challenges of climate change, drought, and population growth, it is more important than ever to take collective action to reduce water consumption, protect water quality, and promote sustainable water practices; and

WHEREAS, Water Awareness Month provides an opportunity to educate and inspire our community to become more mindful of their water use, while learning about the local water systems, conservation techniques, and the vital role each individual plays in preserving this precious resource; and

WHEREAS, Daly City is committed to fostering a culture of environmental responsibility by promoting water conservation programs, supporting policies that safeguard water resources, and encouraging residents and businesses to adopt practices that help protect the environment for future generations; and

WHEREAS, during Water Awareness Month, the City of Daly City invites all residents to engage in actions that promote water conservation, sustainability, and responsible water management with a few tips:

1. Use Water-Efficient Appliances: Replace older fixtures with low-flow faucets, showerheads, and toilets to reduce water use without sacrificing comfort.
2. Try cutting shower time by a few minutes. Reducing shower time by just 2-3 minutes can save up to 1,000 gallons of water per person annually.
3. Don't leave the water running when brushing your teeth, washing dishes, or scrubbing your hands. Small changes in habits can make a big difference over time.
4. Fix Leaks Promptly: A small drip can waste hundreds of gallons of water each year. Regularly check faucets, pipes, and toilets for leaks and repair them immediately.
5. Share water-saving tips with friends, family, and neighbors, and encourage everyone in your community to take action.

NOW, THEREFORE, I, DR. RODERICK DAUS-MAGBUAL, Mayor, and members of the City Council of the City of Daly City, do hereby proclaim **May 2025** as “**Water Awareness Month**” in Daly City and calls upon all members of our community to engage in meaningful actions to conserve water, reduce waste, and contribute to a sustainable future.

Signed and sealed by the Mayor and City Council
of the City of Daly City this 27th day of May 2025.

Dr. Roderick Daus-Magbual, Mayor

Glenn R. Sylvester, Vice Mayor

Juslyn C. Manalo, Councilmember

Pamela DiGiovanni, Councilmember

Teresa G. Proaño, Councilmember