



## NORTH SAN MATEO COUNTY SANITATION DISTRICT

*a subsidiary of the City of Daly City*

333 – 90<sup>TH</sup> STREET, DALY CITY, CALIFORNIA 94015-1895

(650) 991-8127

Regular Meeting - SANITATION DISTRICT

### AGENDA

Monday, March 23, 2026 - 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](mailto: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 90<sup>th</sup> Street, Daly City, CA during normal business hours, at the same time that the public records are distributed or made available to the legislative body.***

CALL TO ORDER:

ROLL CALL:

APPROVAL OF AGENDA:

#### CONSENT AGENDA

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

Minutes:

1. Minutes of Regular Meeting of March 9, 2026

Action Items:

2. Sewer Service Charge Appeals - Fiscal Year 2025-26/27
3. Authorize Skyline Sewer Lift Station Emergency Generator Replacement
4. Approve Amendment #11 to Professional Services Agreement with Delve Underground
5. Authorize the Execution of an Engineering Services During Construction Contract with Delve Underground for the Vista Grande Drainage Basin Improvement Project
6. Authorize General Manager to Execute the Cover Agreement with the State of California Department of Transportation

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:

7. Board of Directors
8. Staff

ADJOURNMENT:



## **REGULAR MEETING - BOARD OF DIRECTORS**

### **MINUTES**

**March 9, 2026**

The Board of Directors of the North San Mateo County Sanitation District convened in a Regular Meeting on March 9, 2026, in the City Council Chamber, City Hall, 333 - 90th Street, Daly City, California.

The meeting was called to order by Chair Glenn Sylvester at 6:51 p.m.

#### **ROLL CALL:**

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

Absent: Manalo

Staff Present: General Manager Thomas J. Piccolotti, District Counsel Rose Zimmerman, Assistant City Manager/Acting Director of Finance and Administrative Services Tim Nevin, Director of Water and Wastewater Resources Joshua Cosgrove, Assistant to the Director of WWR Kaila DeFries, Water & Wastewater Maintenance Manager Michael Patolo, Assistant to the City Manager Leilani Ramos, Office Assistant III Erika Luna, and Office Assistant III Ester Cabral as Recording Secretary.

#### **APPROVAL OF AGENDA:**

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

#### **CONSENT AGENDA:**

1. **Minutes of Special Meeting of February 23, 2026**
2. **Sewer Service Charge Appeals – Fiscal Year 2025-26**
3. **Authorize a Professional Services Agreement with West Coast CM for the Vista Grande Drainage Basin Improvement Project**

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

#### **NEW BUSINESS:**

None.

#### **REPORTS:**

1. **Board of Directors**

None.

2. **Staff**

None.

#### **ADJOURNMENT:**

At 6:54 p.m., call of adjournment of Regular Meeting by Chair Glenn Sylvester.



***North San Mateo County Sanitation District***  
*a subsidiary of the City of Daly City*

**Meeting Date: March 23, 2026**

**Subject: SEWER SERVICE CHARGE APPEALS - FISCAL YEAR 2025-26/27**

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

G Lin

APN# 008-344-270

A Wong

APN# 002-142-240

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", followed by a horizontal line.

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. 008-344-270 TY 2026-27  
CUSTOMER NAME G Lin  
SERVICE ADDRESS 17 Manzanita Ave., Daly City CA 94015

CREDIT BASED ON ACTUAL ANNUAL USAGE

WATER USAGE:

|                                                           |                   |
|-----------------------------------------------------------|-------------------|
| Base Period Usage                                         | 85                |
| Actual Usage                                              | 85                |
| 2 MONTHS PRIOR                                            | 179               |
| 4 MONTHS PRIOR                                            | 35                |
| 6 MONTHS PRIOR                                            | 29                |
| 8 MONTHS PRIOR                                            | 31                |
| 10 MONTHS PRIOR                                           | 32                |
| <b>ACTUAL ANNUAL USAGE</b>                                | <b>391</b>        |
| BASE PERIOD ANNUALIZED                                    | 510               |
| <b>ANNUAL CREDIT IN UNITS<br/>(MUST BE OVER 15 UNITS)</b> | <b>119</b>        |
| <b>PERCENTAGE CHANGE<br/>(MUST BE OVER 10%)</b>           | <b>30%</b>        |
| <b>ANNUAL CREDIT IN DOLLARS</b>                           | <b>\$1,388.73</b> |
| (N.S.M.C.S.D. \$11.67 per unit)                           |                   |

REASON FOR APPEAL

Customer had a running toilet, which continued to leak throughout the base period. Requesting to adjust the sewer charge for TY 2026-27.

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. 002-142-240 TY 2025-26  
CUSTOMER NAME A Wong  
SERVICE ADDRESS 80 Lakemont Dr., Daly City CA 94015

CREDIT BASED ON ACTUAL ANNUAL USAGE

WATER USAGE:

|                |   |                                                           |                 |
|----------------|---|-----------------------------------------------------------|-----------------|
|                |   | Base Period Usage                                         | 18              |
|                |   | Actual Usage                                              | 18              |
|                |   | 2 MONTHS PRIOR                                            | 12              |
| 2 MONTHS AFTER | 9 | 4 MONTHS PRIOR                                            | 6               |
| 4 MONTHS AFTER | 9 | 6 MONTHS PRIOR                                            | 9               |
|                |   | 8 MONTHS PRIOR                                            | 9               |
|                |   | 10 MONTHS PRIOR                                           | 7               |
|                |   | <b>ACTUAL ANNUAL USAGE</b>                                | <b>61</b>       |
|                |   | BASE PERIOD ANNUALIZED                                    | 108             |
|                |   | <b>ANNUAL CREDIT IN UNITS<br/>(MUST BE OVER 15 UNITS)</b> | <b>47</b>       |
|                |   | <b>PERCENTAGE CHANGE<br/>(MUST BE OVER 10%)</b>           | <b>77%</b>      |
|                |   | <b>ANNUAL CREDIT IN DOLLARS</b>                           | <b>\$503.37</b> |
|                |   | (N.S.M.C.S.D. \$10.71 per unit)                           |                 |

REASON FOR APPEAL

Customer had a toilet leak during the base period. Usage began to decrease after repairs were completed.

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: March 23, 2026

**Subject: Authorize Skyline Sewer Lift Station Emergency Generator Replacement**

### **Recommended Action**

Authorize staff to procure and replace the emergency standby generator for Skyline Sewer Lift Station from ABM Building Solutions in the amount not to exceed \$285,614, which includes base sum of \$248,360 and a 15% contingency.

### **Background**

The Skyline Sewer Lift Station is an important station which requires 24 hours a day, 7 days a week of uninterrupted electrical power. The Skyline Sewer Lift Station receives wastewater sewage flow from the surrounding community. Over the years, high wind gusts and major storm events have contributed to power failures which the emergency standby generator was called to run the station. The current emergency generator is over ten years old, is in poor structural condition because of the corrosive atmosphere and requires replacement. The lift station is adjacent to the Pacific Ocean so a loss of electrical power would risk the release of raw wastewater into the neighborhood and receiving water, a hazard to the environment and a violation of the Clean Water Act.

### **Discussion**

Staff reached out to two vendors to provide quotation for a new trailer mounted 150kW Cummins emergency standby generator. ABM Building Solutions, however, was the only vendor who was able to meet the required scope and specifications. 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 allow governmental agencies to procure equipment competitively through vetted bid solicitation.

### **Fiscal Impact**

Sufficient funds are available in the Fiscal Year 2025-2026 Sanitation Fund Capital Project: 487-802-00-55108 Sewer Lift Station Rehabilitation/Improvements for this action.

### **Summary/Conclusion**

Authorize staff to replace and procure an emergency standby generator for Skyline Sewer Lift Station from ABM Building Solutions in the amount not to exceed \$285,614, which includes base sum of \$248,360 and a 15% contingency.

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 blue ink that reads "Michael Patolo".

Michael Patolo  
Water & Wastewater Maintenance Manager

Attachment: ABM Building Solutions – Skyline Sewer Lift Station Portable Generator Proposal

# Daly City WWTP - Skyline Sewer Lift Station Portable Generator

**PRESENTED BY:** Adrian Giovenco, An Integrated Solutions Provider

**PRESENTED TO:** City of Daly City

**DELIVERED ON:** March 10, 2026

## Cover Letter

Dear Mike,

I would like to thank you for your time and consideration during the evaluation process of your facility. I am 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 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 |
|----------------|-----------------|-----------|
| March 10, 2026 | PP26080         | N/A       |

### BY AND BETWEEN:

|                                                                                             |     |                                                                                               |
|---------------------------------------------------------------------------------------------|-----|-----------------------------------------------------------------------------------------------|
| ABM Building Solutions<br>6200 Goodyear Road<br>Benicia, CA 94510<br>hereinafter CONTRACTOR | AND | City of Daly City<br>153 Lake Merced Boulevard<br>Daly City, CA 94015<br>hereinafter CUSTOMER |
|---------------------------------------------------------------------------------------------|-----|-----------------------------------------------------------------------------------------------|

### SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

**Daly City WWTP – 1399 Skyline Drive, Daly City, 94015**

**Skyline Sewer Lift Station Portable Generator**

ABM Building Solutions, LLC is pleased to provide one (1) Cummins 150 kW portable generator with protective coating for the lift 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 C150D2RE, 50/60 Hz, 150kW, 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
- 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
- BAAQMD permit for portable generator will be provided

### 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
- 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
- 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.....\$ 248,360**

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: Kory Reeves     |
| Title: Sr Business Development Manager                                                                                                                              | Title:         | Title: Vice President |
| Date: March 10, 2026                                                                                                                                                | Date:          | Date: March 10, 2026  |
| 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: March 23, 2026**

**Subject: Approve Amendment #11 to Professional Services Agreement with Delve Underground**

### **Recommended Action**

Authorize the execution of Amendment #11 to the existing Professional Services Agreement with Delve Underground of Walnut Creek, CA in the amount of \$287,846 to provide support to Daly City in preparation of the Vista Grande Drainage Basin Improvement Project beginning construction in June 2026.

### **Background/Discussion**

The Vista Grande Drainage Basin Improvement Project has been awarded to Shimmick Construction Company, Inc. Project construction is scheduled to commence in June of this year. Work covered under this amendment includes continued permitting support, agency stakeholder coordination and meetings, ROW support, responses to bidder questions, preparation of addenda, bid review, and project management.

This Amendment #11 includes effort for additional support to Daly City including extension of the project schedule through a bid advertisement date of October 2025. With the extension of the project schedule, the design team requires additional budget to continue to provide services for the following scope tasks: Project Management Support, Daly City Support, Preparation of Updated Bid Documents (drawings and specifications), and ongoing Utility Coordination tasks.

This Amendment #11 will provide additional funding through Delve Underground's existing Professional Services Agreement to assist DWWR staff through the start of construction.

### **Fiscal Impact**

Sufficient funds are available in the Sanitation Fund 87 fund balance for this action. Staff is requesting to appropriate \$287,846 to account 48784200-55101.

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 #11

March 12, 2026

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 11

Dear Mr. Cosgrove:

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 9, submitted in May 2025, provided as-needed funds to support the project through June 2025. Amendment 10 was a purchase order for early construction management (CM) ahead of the fully executed CM contract. This amendment 11 is for continued support to Daly City during and after the bidding process from July 2025 through April 2026. A separate proposal for Engineering Services During Construction (ESDC) is being submitted for support after April 2026. Work covered under this amendment includes continued permitting support, agency stakeholder coordination and meetings, ROW support, responses to bidder questions, preparation of addenda, bid review, and project management. The following sections provide justification for this request.

### **Task 4.14 - Post 100% Submittal Support**

This current amendment request includes effort for additional Support to Daly City including extension of the project schedule through a bid advertisement date of October 2025. With the extension of the project schedule, the design team required 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.

- **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 July 1, 2025 through May 31, 2026.

- **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.
- **Additional PG&E coordination:** The design team continues to coordinate with PG&E for power pole realignment along John Muir Dr. and the gas realignment through the Olympic Club.
- **Additional Landscaping:** New requirements for revegetation were added to the contract to satisfy Coastal Commission mitigation requirements. Our subconsultant, WRT, has expended more effort than originally anticipated to coordinate with NPS and prepare bid-ready contract documents.

## **Task 5 – Bid Support**

Final contract documents were prepared and posted for bid in October 2025. The bidding period went from October 2025 through February 2026. During the bidding period the design team responded to contractor questions, updated the contract documents as needed, issued addenda, and managed the bidding process. Once bids were received, the design team reviewed the bids for completeness and prepared a memorandum with our findings. The duration and level of effort of bid support was greater than originally anticipated.

## **Compensation**

Due to the additional scope of work and project complexities and challenges described herein, this contract amendment requests an additional fee of \$287,846 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.

| Task   | Firm  | Billed Through February (est.) | Budget      | Budget Remaining | Anticipated Billed through May | Amendment Request |
|--------|-------|--------------------------------|-------------|------------------|--------------------------------|-------------------|
| Task 4 | Delve | \$1,406,123                    | \$1,376,510 | -\$29,613        | \$40,000                       | \$69,613          |
|        | Subs* | \$2,066,916                    | \$1,986,051 | -\$80,865        | \$28,874                       | \$109,739         |
|        | Total | \$3,473,039                    | \$3,362,561 | -\$110,478       | \$68,874                       | \$179,352         |
| Task 5 | Delve | \$186,222                      | \$87,728    | -\$98,494        | \$10,000                       | \$108,494         |
|        | Subs* | \$78,777                       | \$88,071    | \$9,294          | \$9,294                        | \$0               |
|        | Total | \$264,999                      | \$175,799   | -\$89,200        | \$19,294                       | \$108,494         |
| Total  | Delve | \$1,592,345                    | \$1,464,238 | -\$128,107       | \$50,000                       | \$178,107         |
|        | Subs* | \$2,145,693                    | \$2,074,122 | -\$71,571        | \$38,168                       | \$109,739         |
|        | Total | \$3,738,038                    | \$3,538,360 | -\$199,678       | \$88,168                       | \$287,846         |

\* Subs include BC, WRT, Mark Thomas, APC, MWA, and Moffat Nichols



Shawn Spreng  
Principal

cc: John Kaplin, Delve Underground



## **North San Mateo County Sanitation District**

*a subsidiary of the City of Daly City*

**Meeting Date: March 23, 2026**

**Subject: Authorize the Execution of an Engineering Services During Construction Contract with Delve Underground for the Vista Grande Drainage Basin Improvement Project**

### **Recommended Action**

Authorize the execution of an Engineering Services During Construction (ESDC) contract with Delve Underground of Walnut Creek, CA in the amount of \$3,565,432 to provide support to Daly City for the Vista Grande Drainage Basin Improvement Project.

### **Background/Discussion**

The Vista Grande Drainage Basin Improvement Project (Project) has been awarded to Shimmick Construction Company, Inc. Project construction is scheduled to commence in June of this year. The requirement of the ESDC services is to:

- Coordinate and perform shop drawing and submittal reviews as a representative of the *Engineer of Record* (EOR)
- Respond to Contractor *Requests for Information* (RFI)
- Assist the Construction Management (CM) team in resolving construction field issues of a technical nature and design related

A separate Delve Underground (Delve) CM team is currently providing construction management services for the Project. The ESDC and CM services will be coordinated to avoid duplication and maintain a clear demarcation of the two services.

The scope of services is attached to this staff report and breakdown of the cost is provided here:

**Table 1. ESDC Summary**

|                   | <b>Labor</b> | <b>ODC</b> | <b>Sub Markup</b> | <b>total</b>       |
|-------------------|--------------|------------|-------------------|--------------------|
| Delve Underground | \$1,739,478  | \$10,000   | \$64,733          | \$1,814,211        |
| BC                | \$1,618,333  | \$6,000    |                   | \$1,624,333        |
| BC – APC          | \$36,888     |            |                   | \$36,888           |
| BC – Mark Thomas  | \$20,000     |            |                   | \$20,000           |
| BC – MWA          | \$30,000     |            |                   | \$30,000           |
| BC – WRT          | \$40,000     |            |                   | \$40,000           |
| ESDC Total        | \$3,484,699  | \$16,000   | \$64,733          | <b>\$3,565,432</b> |

These services are expected to be provided over an approximate 5-year period. Delve will develop a sequenced implementation plan with Daly City to ensure this work is performed within the City's fiscal budgets.

**Fiscal Impact**

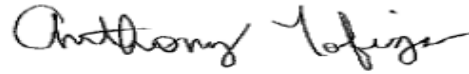
Sufficient funds are available in the Sanitation Fund 87 fund balance for this action. Staff is requesting to appropriate \$3,565,432 to account 48784200-55101 for the Project.

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

Respectfully submitted,



Joshua Cosgrove  
Director of Water and Wastewater Resources



Anthony Tofiga  
Senior Management Analyst - DWWR

Attachment: ESDC Proposal

March 12, 2026

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:** Proposal for Engineering Services During Construction

Dear Mr. Cosgrove:

Delve Underground has prepared this proposal to provide Engineering Services During Construction (ESDC) to the City of Daly City for the Vista Grande Drainage Basin Project. This cost proposal is a modification to our previously submitted cost proposal dated April 9, 2025 that included both Construction Management (CM) and ESDC. The CM contract has been approved separately.

The objective of ESDC services is to:

- Coordinate and perform shop drawing and submittal reviews as a representative of the EOR
- Respond to Contractor RFI's
- Assist the CM team in resolving construction field issues of a technical nature and related to the design

A separate Devel Underground CM team is currently providing construction management services for the Vista Grande project. The CM and ESDC services will be coordinated to avoid duplication and maintain a clear demarcation of the two services.

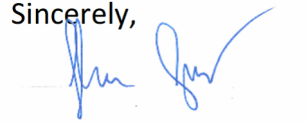
The scope of services are attached to this letter as Attachment A. The estimate to provide these services is \$3,565,432, as summarized in table 1, and are expected to be provided over an approximately 5 year period. The estimate represents an increase of approximately \$498,000 over the amount submitted to you on April 9, 2025, which is driven by escalation, the need for additional permitting and engineering support, as well as an extended project duration through the landscaping period. A detailed labor breakdown and schedule is attached to this letter as Attachment B.

Delve Underground will develop a sequenced implementation plan with the City to ensure that this work is performed within the City's fiscal budgets. Professional services will be billed on a time and expense basis.

**Table 1. ESDC Summary**

|                   | <b>Labor</b> | <b>ODC</b> | <b>Sub Markup</b> | <b>total</b>       |
|-------------------|--------------|------------|-------------------|--------------------|
| Delve Underground | \$1,739,478  | \$10,000   | \$64,733          | \$1,814,211        |
| BC                | \$1,618,333  | \$6,000    |                   | \$1,624,333        |
| BC – APC          | \$36,888     |            |                   | \$36,888           |
| BC – Mark Thomas  | \$20,000     |            |                   | \$20,000           |
| BC – MWA          | \$30,000     |            |                   | \$30,000           |
| BC – WRT          | \$40,000     |            |                   | \$40,000           |
| ESDC Total        | \$3,484,699  | \$16,000   | \$64,733          | <b>\$3,565,432</b> |

Sincerely,



Shawn Spreng, PE  
Principal

Vista Grande Drainage Basin Improvements  
Attachment A - Scope of Work  
Engineering Services During Construction (ESDC)

ENGINEERING SERVICES DURING CONSTRUCTION (ESDC)

**Task 1 – Project Management**

This task includes all project management efforts by Consultant to organize the Consultant's construction phase and post-construction phase activities, including

- Identifying and coordination the Consultant's home office and subconsultant staff availability for the tasks listed in this agreement.
- Retaining and managing all subconsultants required by the Consultant to perform the services outlined in this agreement.
- Identifying construction phase items requiring the presence of the Consultant in the field.
- Coordinating the Consultant's work with the CM and the District, including the scheduling of site visits, observations, and deliverables.
- Provide monthly progress status reports of the Consultant's activities with the Consultant's monthly invoice describing major activities broken down by task. The monthly reports will include a summary of performed tasks to date, estimate of work required to complete the agreement, explanation of any significant variances in percentage of work to be completed compared to percentage of budget remaining, and any anticipated changes to the contract that may be necessary to complete the scope of work. The Consultant will also state in writing whether or not its services are within the agreement compensation limit based on construction progress, and what action is recommended if any discrepancies have been identified. A progress report will be provided with each invoice submittal.
- Prepare monthly invoices. Invoices will indicate all labor charges by task, name and personnel category. Other Direct Costs (ODC)'s will be detailed and all back-up provided.
- Attend weekly project progress meetings and issue-specific meetings at the job.

Deliverables

- Monthly invoices and progress reports
- Meeting minutes and memorandums summarizing results, comments, and actions.

**Task 2 – Review of Submittals/RFIs/RFSs and Change Orders**

This task includes reviewing the Contractor's engineering submittals, responding to the Contractor's requests for information (RFI), reviewing value engineering proposals, preparing changes to the construction contract documents, and attending any technical issues meetings as requested by the CM team. Daly City will be notified in writing immediately if the review of a submittal or request for information is expected to lead to a construction Change Order (CO) or Extra Work Expense. All actions required under this task will be performed in a timely fashion so as not to delay construction activities.

At a minimum this task must include:

- Review and provide written responses as requested by the Construction Management (CM) staff to design-related issues in responding to:
  - Shop drawings;
  - Submittals;
  - RFIs
- Review value engineering proposals submitted by the Contractor and provide construction change assistance during construction. The Consultant will review all value engineering

proposals submitted by the Contractor for compatibility with the design concept and the functionality of the completed project. The Consultant will provide a professional recommendation as to the merits of the request in writing.

- Review and evaluate the merits of a construction change order and extra work expense requests related to design of the project. As required, the Consultant will design, prepare changes to the construction documents (e.g., drawings and specifications) and prepare a cost estimate and/or cost analysis to address changes to the contract due to construction non-conformances, unforeseen conditions, availability of new information, resolution of inconsistencies within the contract documents, or implementation of additional contract work
- Prepare drawings and/or specifications for design-related proposed change orders.
- Provide technical support with analysis of contractor requests for changes.

#### Deliverables

- Written response to shop drawings, submittals, RFIs, and RFS review requests.
- Written recommendations in response to the City's requests for review of proposed change orders, including drawings and/or specifications, as needed

### **Task 3 – Field Engineering Support**

This task includes providing engineering observation and monitoring services during critical construction activities, as required to verify design assumptions and enforce the intent of the design. At a minimum, this task will include:

- Observing and evaluating the geotechnical data and geotechnical conditions for surface and underground excavations.
- Geologic mapping of tunnel and shaft excavations in accordance with terminology used in GDR and GBR.
- Observing structural and general fill placements
- Observing installation of initial tunnel support system, final tunnel lining and shaft lining.
- Observing pre-excavation probing and grouting during tunnel and shaft construction.
- Observing process/mechanical, functionality testing specified in the construction contract, factory testing, final acceptance, and punch list acceptance.
- Conducting, as required, shop inspection(s) at a manufacturing site (e.g., valve manufacturer, gate manufacturer, instrumentation manufacturer, concrete suppliers, and aggregate suppliers).
- Providing mechanical and electrical start-up services, including site visits and observation by the Consultant (electrical and mechanical engineers) during initial startup of newly installed valves, equipment, controls, and instrumentation.
- Observing and evaluating QA/QC tests, performed by the contractor as specified in Divisions 2 through 17 of the construction Specifications, and providing recommendations to the CM, as required.

#### Deliverables

- Field Notes as requested
- Field geologic maps

### **Task 4 – Record Drawings**

#### Activities

- Review of Markups - Coordinate with the Contractor and CM to participate in a review of the redline markups against RFIs, Field Orders, and Change Orders during construction.
- Preparation of Final Drawings - At the end of construction, the Consultant will prepare a final set

of Record Drawings indicating the as-built conditions in accordance with the redline markups and other field information received from Daly City. The Record Drawings will be stamped and signed by an engineer registered in California and will be completed within 4 months after receiving the final redline set from Daly City.

#### Deliverables

- Record drawings (AutoCAD per City drafting standards)

Page 27 of 34



## **North San Mateo County Sanitation District**

*a subsidiary of the City of Daly City*

**Meeting Date: March 23, 2026**

**Subject: Authorize General Manager to Execute the Cover Agreement with the State of California Department of Transportation**

### **Recommended Action**

Authorize the City Manager to execute the Cover Agreement with the State of California Department of Transportation (Caltrans).

### **Background**

Caltrans has a proposed project on Route 82 (El Camino Real) from Arroyo Drive in the City of South San Francisco to I-280 in the City and County of San Francisco. The scope of the project includes cold plane and hot mix asphalt resurfacing, repair localized failed asphalt concrete pavement, replace failed Portland Cement Concrete (PCC) slabs and grind existing PCC pavement. In addition, the project also proposes to replace metal beam guard railing at four locations, replace existing loop detectors, install high-visibility crosswalks, modify traffic signals, install accessible pedestrian signals and countdown pedestrian signals, install pedestrian hybrid beacons, add green high visibility striping, upgrade curb ramps, modify or add existing traffic islands and median refuge islands, modify or upgrade existing drainage facilities and upgrade roadside signs and pavement delineation. Work will be performed by Caltrans as the owner/operator of the state highway for the public benefit.

### **Discussion**

Staff reviewed the project plans and coordinated with Caltrans staff on the utility work. The North San Mateo County Sanitation District (District) has approximately 35 manhole frames and covers within the project limits that are in conflict with the planned construction. This infrastructure will need to be lowered before grinding and raised after paving. Typically, the utility company is responsible for maintaining and adjusting this infrastructure in the public right-of-way. To expedite the project, Caltrans will absorb the cost and perform the work on behalf of the District, saving both time and money.

The Cover Agreement grants Caltrans and their contractor permission to perform the adjustments within the project limits for the District. The District will be able to inspect the work to ensure the adjustments are being done in accordance with specifications. Caltrans will schedule with District staff a final field inspection. Upon completion of the work, the District will accept ownership and responsibility for the maintenance of the infrastructure.

Construction is estimated to begin in January 2028.

**Fiscal Impact**

There is no fiscal impact to the District with the execution of the Cover Agreement.

**Summary/Conclusion**

Staff recommends the Board of Directors authorize the General Manager to execute the Cover Agreement with Caltrans.

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

Respectfully submitted,



Joshua Cosgrove  
Director of Water and Wastewater Resources



Louis Langi  
Collection System Manager

Attachment: Draft Cover Agreement

Date: \_\_\_\_\_

**PARTIES:**

1. State of California, acting by and through the Department of Transportation ("Department"). "Department" includes the Department, its officers, agents, employees and contractors.
2. \_\_\_\_\_ ("Owner").  
"Owner" includes the Owner, its officers, agents, employees and contractors.

**RECITALS:**

- A. Owner owns, operates or maintains underground utility facilities in the State of California.
- B. In order to facilitate the planning, design and construction of Department's projects, to ensure the safety of the traveling public, and to ensure the continuity of the roadway/highway, manhole and valve cover adjustments need to be made on a routine basis. Utility owners may or may not be responsible for the cost of performing such adjustments, depending upon the liability determination made by the Department, with the cost of such activities allocated as provided by California law, contracts and the Department's policies.
- C. The Department frequently needs to adjust said manhole and valve covers more expeditiously than Owner can readily or economically accomplish.
- D. Department is willing to assume control of the operation and cost of such adjustments to certain manhole and valve covers in order to facilitate the Department's project needs from time to time as provided herein.

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. This Agreement for the Adjustment of Manhole and Valve Covers ("Agreement") is made and executed by the parties hereto in connection with the provisions of Sections 680.5 and 707.5 of the California Streets and Highways Code. This Agreement shall exclusively govern the determination of the obligations and costs to be borne by each party hereto in regard to work described herein in lieu of determination in connection with and under the provisions of Sections 673, 680 and 700 to 707, inclusive, of said Streets and Highways Code, as now or hereafter existing, or under any other laws applicable to said subject matter.
-

2. This Agreement shall apply throughout the State of California to all of the Department's projects and related activities and to all of the Owner's manhole and valve covers. With regard to any other agreements or parties, this Agreement is not intended to, and shall not, establish any precedent, principle, rule or guide to interpretation.
  3. For purposes of this Agreement, manhole and valve cover adjustment is limited to the following: adjusting manhole frames and covers, replacing existing manhole frames, and adjusting manhole rings, valve covers and meter boxes. This Agreement does NOT include the adjustment to grade of gas, electric or telephone vaults, or any other utility facility not mentioned in this agreement.
  4. In the event that the Department initiates a project and the Department determines that some of the Owner's manhole and valve covers are in physical conflict with Department's highway project, the Department shall issue a conflict letter ("Conflict Letter") to the Owner that (a) identifies the manhole and valve covers that are in physical conflict with Department's highway project and (b) includes a document (the "Reply") in which the Owner will designate the manhole and valve covers that the Owner agrees to be responsible to adjust. The Owner shall adjust the manhole and valve covers for which it agreed to be responsible within the Department's project scheduling and other requirements. Owner shall return the Reply to the Department within 30 days of receipt of the Conflict Letter. The Department is authorized to adjust only the manhole and valve covers that are not designated by Owner as those for which the Owner is responsible. The work to be performed under this Agreement is expressly limited to the work required to adjust the manhole and valve covers that are listed in the Conflict Letter, and the Reply shall not and cannot expand the list of manhole and valve covers.
  5. Notwithstanding the other terms of this Agreement, the Department may, at its sole option, elect to NOT adjust-to-grade manhole and valve covers that do not satisfy Caltrans standard specifications, as amended from time to time (including without limitation manhole and valve covers that do not use standard rings or covers).
  6. This Agreement does not apply to the relocation, rearrangement, removal or protection of utility facilities.
-

7. All existing manhole and valve covers will be reused unless the manhole or valve cover requires replacement. Replacement of manhole and valve covers with ancillary parts must meet Buy America compliance by the Department's contractor. The Department's contractor is to provide Buy America replacement manhole and valve covers per Owner's specifications in response to the Cover Adjustment to Grade letter 13-EX-08. If no specifications are provided to the Department by Owner in the reply, the Department's contractor is authorized to use a general specification attached to the Cover Adjustment to Grade letter 13-EX-08.
  8. All work under this Agreement shall be preceded by the delivery of a written Notification to Owner ("NTO") by the Department to the Owner. The Department shall list the manhole and valve covers that the Department is authorized to adjust pursuant to the Reply, and the Department will identify the manhole and valve covers that it elects to adjust. If the Department elects to not adjust manhole and/or valve covers which the Owner authorized the Department to adjust pursuant to the Reply, then the Owner shall be responsible for the adjustment of those manhole and valve covers in accordance with the provisions of the NTO, and the Owner shall allocate sufficient staff and resources to meet all of the schedules established for the project design and construction work.
  9. Following receipt of the Cover Adjustment to Grade letter 13-EX-08, the Owner shall provide confirmation regarding the identity and typical characteristics (including size, material, contents, pressure or capacity) of Owner's utility facility and related activities, including, but not limited to, inspection services at no expense to the Department, in accordance with the Department's time schedule. Owner to provide its written confirmation to the Department within 30 days of the date that they receive the Cover Adjustment to Grade letter 13-EX-08.
  10. When manhole and valve cover adjustment work is performed by the Department under this Agreement, the cost of the work shall be borne by the Department. When manhole and valve cover adjustment work is performed by the Owner under this Agreement, the cost of the work shall be allocated according to the liability determination made by the Department.
  11. The Department may perform its work under this Agreement or it may perform the work through the services of a third-party contractor.
-

12. It is intended that all work under this Agreement performed by the Department shall be performed using the contractors that are acceptable to the Department. Owner grants to Department, immediately upon receipt of the NTO and in accordance with the Department's time schedule, permission to perform manhole and valve cover adjustments within Owner's private rights of way and facilities, wherever located. Owner retains the right to require reasonable controls and restrictions provided such items are set forth in writing and delivered to the Department (in response to Cover Adjustment to Grade 13-EX-08 letter) at least 30 days from the receipt of the 13-EX-08 letter.
- a) As part of this Agreement, Owner shall submit, in writing, its preliminary specifications for the adjustment of manhole and valve covers to grade to the Department.
  - b) Owner will approve, in writing, the Department's final specifications for the adjustment of manhole and valve covers to grade.
13. Owner shall have access to all phases of the work to be performed by the Department for the purpose of inspection in order to ensure that the work being performed for the Owner is in accordance with the specifications contained in the highway contract, provided such access is made at no cost to the Department. Owner will be notified by the Department's Resident Engineer to schedule a final field inspection per the Department's Notice to Owner.
14. Upon completion of the work performed by Department, Owner agrees to accept ownership and the responsibility for the maintenance of the manhole and valve covers.
15. This Agreement supersedes and replaces any previous agreement between the parties relating to the work required to adjust identified manhole and valve covers in physical conflict with Department's highway projects.
16. This Agreement may only be amended, changed or altered by mutual written agreement of the parties.
17. This Agreement may be terminated by either party upon ninety (90) days written notice from the terminating party to the other party.
18. Time shall be of the essence of this Agreement.
-

For The Utility Owner:

\_\_\_\_\_

\_\_\_\_\_

Date

Name

Title

For The State of California:

\_\_\_\_\_  
Tiaira T. Moering, Chief  
Office of Railroad and Utility Relocations  
Division of Right of Way and Land Surveys  
California Department of Transportation

\_\_\_\_\_

Date

- DISTRIBUTION:
- 1 – HQ Right of Way, Office of Railroads and Utility Relocations
  - 1 – District
  - 1 – Utility Owner