NORTH SAN MATEO COUNTY SANITATION DISTRICT

a subsidiary of the City of Daly City

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

(650) 991-8127

Regular Meeting - SANITATION DISTRICT

AGENDA

Monday, September 27, 2021 - 6:45 PM

COVID-19 ANNOUNCEMENT - PUBLIC MEETINGS

Pursuant to Governor Newsom's Executive Order N-29-20, members of the Daly City Council and staff will participate in this meeting via a teleconference. Members of the public are encouraged to watch the meeting via Livestream (City Council Meeting Livestream) at https://bit.ly/dalycitysep27.

Public Participation:

There are two ways to submit public comment: (1) send written comments by 4:00pm on meeting day and (2) register to speak at the meeting via Zoom.

To submit a comment in writing, please email cityclerk@dalycity.org and write "Public Comment" in the subject line. In the body of the email, include the item number and/or title of the item as well as your comments. All comments received by 4:00 pm will be emailed to the City Council members prior to this meeting. Those comments received after 4:00 pm will be added to the record and shared with the City Council members following the public meeting. Comments are not read aloud into the record.

To speak at the meeting, you must register to join via Zoom. Please complete your registration by 5:00pm on the meeting date in order to participate. After registering, you will receive a confirmation email containing instructions on how to join the meeting, including a unique link. Your email will not be disclosed to the public. Public comment is limited to two (2) minutes maximum, and speakers may only comment once per item.

To register to speak at the meeting via Zoom, visit https://bit.ly/sep27zoomreg. You must familiarize yourself with Zoom prior to joining the meeting. When you would like to speak on an item during the public comment portion of the meeting, you will need to use the "raise hand" feature in Zoom. The City will not be providing technical support.

If you do not wish to speak, the City requests that you watch the livestream of the meeting on the City's virtual meeting website at https://bit.ly/dalycitysep27.

Persons with disabilities who require auxiliary aids or services in attending or participating in this meeting should call the office of the City Clerk at 991-8078 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 City Council. There shall be no separate discussion of the matters on the Consent Agenda unless requested by a member of the City Council. If discussion is required, that item will be removed from the Consent Agenda and will be considered separately at the end of the Agenda.

Minutes:

1. Minutes of Regular Meeting of September 13, 2021

Action Items:

2. Approval of Amendment #6 to Professional Services Agreement with McMillen/Jacobs Associates

3. Approval of Contracts with PG&E for Electrical Service to New Vista Grande Project Facilities

END OF CONSENT AGENDA

PUBLIC APPEARANCES/ORAL COMMUNICATIONS

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

NEW BUSINESS

REPORTS:

4. Board of Directors

5. Staff

ADJOURNMENT:

REGULAR MEETING - BOARD OF DIRECTORS

MINUTES

September 13, 2021

The Board of Directors of the North San Mateo County Sanitation District convened in a virtual Regular Meeting on September 13, 2021.

The meeting was called to order by Chairman Juslyn Manalo at 7:15 p.m.

ROLL CALL:

Present: DiGiovanni, Buenaventura, Sylvester, Daus-Magbual, Manalo
Absent: None.

Staff Present: General Manager Shawnna Maltbie, District Counsel Rose Zimmerman, Director of Water and Wastewater Resources Thomas Piccolotti, Assistant Director of Water and Wastewater Resources Joshua Cosgrove, Chief of Operations Greg Krauss, Director of Finance and Administrative Services Tim Nevin, Assistant City Manager Stephen Stolte, Assistant to the City Manager Leilani Ramos, and Office Assistant III Gillian Chow as Recording Secretary.

APPROVAL OF AGENDA:

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

CONSENT AGENDA:

1. **Minutes of Regular Meeting of July 26, 2021**
2. **Sewer Service Charge Appeals – FY 2021/22**
3. **Wastewater Treatment Plant Gravity Thickener Mechanism Repairs**
4. **Authorize Budge Transfer to Purchase One (1) Vac-Con Combination Sewer Cleaner Unit**

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

NEW BUSINESS:

None.

REPORTS:

5. **Board of Directors**

   None.

6. **Staff**

   None.

ADJOURNMENT:

At 7:19 p.m., call of adjournment of Regular Meeting by Chairman Juslyn Manalo.

North San Mateo County Sanitation District

a subsidiary of the City of Daly City

Meeting Date: September 27, 2021

Subject: **Approval of Amendment #6 to Professional Services Agreement with McMillen/Jacobs Associates**

Recommended Action

Authorize the execution of Amendment #6 to the existing Professional Services Agreement with McMillen/Jacobs Associates of Walnut Creek, CA in the amount of $475,250.00 due to an unanticipated increase in work responding to permit regulators of the Vista Grande Drainage Basin Improvement Project.

Background/Discussion

The Vista Grande Drainage Basin Improvement Project is nearing construction. The Project is 100% designed and ready to go out to bid. The final steps before construction can begin is securing all necessary permits. Some of the permit regulators, most notably the Regional Water Quality Control Board, Coastal Commission, State Lands Commission, and Pacific Gas and Electric Company are requiring more information and work than anticipated when the budget was originally planned for McMillen/Jacobs Associates. This Amendment #6 will provide additional funding through their existing Professional Services Agreement to assist DWWR staff in the permit process and to the bid phase. The draft 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,

Anthony Tofiga
Senior Management Analyst

Thomas J. Piccolotti
Director of Water and Wastewater Resources

August 17, 2021

Thomas Piccolotti
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 for Additional Services

Dear Mr. Piccolotti:

McMillen Jacobs Associates (MJA) has prepared this Request for Amendment to continue to provide support to Daly City in preparation of putting the Vista Grande project out to bid. Work covered under this amendment includes continued permitting support, amendments to the EIR, agency stakeholder coordination and meetings, ROW support, and project management. New work scope includes HABS/HAER documentation, as well as botanical surveys to satisfy established mitigation measures. The following sections provide justification for this request.

Changes to Existing Scope of Work (Phase II)

The following work items in Phase II apply to ESA only. All current work tasks performed by McMillen Jacobs Associates (MJA) and Brown and Caldwell (BC), including permitting support, project management, etc. are covered under Task 4.14, described below.

Task 2.0 Lake Management Plan

Approximately $50K remains for ESA's work in developing the Lake Management Plan (LMP) and Basin Plan Amendment (BPA). Recent developments with the Regional Water Quality Control Board will require modifications to the draft LMP to meet the Board's needs. Future meetings are anticipated to support the implementation of the BPA. The existing funds are considered adequate to complete this task. No change is requested.

Task 2.1 EIR (CEQA/NEPA)

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

CEQA addendum, if necessary. We estimate approximately $75K will be required to complete this task. Approximately $5K remains in this task, for variance of $70K.

Task 2.2 Manage the Permitting Process

Since the original scope of work was prepared for permitting, a number of regulatory changes have occurred, requiring additional field work, re-do of permitting application materials, and reassessment of impact effects. Further, with additional changes to state wetlands requirements, additional delineation field work and data collection was required. Upon submittal of permit applications, some regulatory agencies have been slow to reply to review requests, requiring substantial efforts by ESA team members regularly checking in with agency staff. Finally, regulatory agency staff information requests, or assertions that their regulatory reach extended further than appropriate, has required substantial additional analysis on ESA's part to further demonstrate the benefits of the project, minimal environmental effects, and net positive habitat improvements. Collectively, the changes in regulatory approach and analytical needs has expanded the level of effort for regulatory permitting efforts beyond that initially budgeted. With submittal of all applications complete by June of 2020, remaining needs are summarized below.

RWQCB

- Additional support on restoration/compensatory mitigation negations for permanent construction impacts, including completion of Corps compensation calculator by affected area, by habitat type, and approach to analysis and overview of non-calculable project benefits.
- Additional calls and meetings to resolve concerns and issues may be needed.

CDFW

- Additional calls and meetings to resolve permit conditions.

CSLC Permitting Support

- ESA has and will continue to coordinate with client/agency. Additional budget has been identified to provide for ongoing support with client/agency coordination (approximately an additional 2 to 3 months).
- ESA will provide responses to questions and comments on the application and additional budget has been identified to support this effort.
- If Lake Merced jurisdiction questions, ESA will provide responses to the Memo.
- ESA has and will continue to prepare for and participate in the SLC hearing and additional budget has been identified to support this effort.

CCC Permitting Support

- ESA has and will continue to coordinate with client/agency. Additional budget has been identified to provide for ongoing support with client/agency coordination (approximately an additional 2 to 3 months).
- ESA has and will continue to prepare and participate in Vista Grande Team Meetings, CG and CCC Meetings. Additional budget has been identified to prepare and participate in two additional Vista Grande Team Meetings and two additional CG and CCC meetings.

- ESA has and will continue to expand ESHA mapping and impact analysis, and regulatory approach and research on other ESHA documentation for City of San Francisco and other jurisdictions.
- ESA will draft responses to one more round of information request/clarification.
- If needed, ESA will provide additional field survey(s) and write-ups.
- ESA has and will continue to prepare for and participate in the CCC hearing and additional budget has been identified to support this effort.

This task is currently approximately $166K over budget, with an anticipated $65K to complete for a variance of approximately $231K.

Tasks 2.3 through 2.10

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

Task 2.11 Support to Daly City

ESA has and will continue to coordinate and attend conference calls and meetings of the consulting team with JA and Daly City, through March 2022. The remaining budget of $11K is adequate for this task.

Task 2.12 Project Management

ESA has and will continue to provide oversight and management of the environmental consulting team (EOA), and coordinate the activities of the consulting team with MJA and Daly City. Approximately $8K is anticipated to be required for ESA to provide project management through March 2022. With $23K remaining in this task's budget, there is a surplus of $15K that can be reallocated elsewhere.

Task 2.13 WQA Supplemental Services

EOA (subcontracted under ESA) continues to provide Water Quality Assessment services. No change is requested for this task.

Task 2.14 Prop 1 Funding

ESA, MJA, and BC provided support to Daly City for California Prop 1 grant funding. This task was later expanded to include support for other funding sources. We understand that additional work may be needed under this task to support Daly City's Clean Water SRF and WIFIA applications. A budget of $10K, or approximately 40 hours is proposed to continue to provide support to Daly City. With approximately $31K remaining in the budget for this task, approximately $21K can be reallocated elsewhere.

New Phase II Scope of Work

The following tasks comprise new scopes of work to be performed by ESA and their subcontractors that are required to satisfy permit requirements prior to the start of construction.

Task 2.15 HABS/HAER

ESA, in conjunction with GGNRA, NPS, and the Daly City, will develop an HAER package for production and submission. The HABS/HAER is expected to consist of the following:

Task 2.15.1 - Consultation

- HAER short form, Engineering/Architecture outline format with the following characteristics:
  - Report - 20-25 pages
  - Photos – 25 views
  - Drawings – 6 sheets, to be selected from current as-built drawings and included as field notes due to sensitive nature of resource
  - 2 physical HAER submission packages (print and digital)
  - 2 physical HAER-equivalent packages for local archives (archival photo prints, digital files, no negatives, digital drawings only)
- 3 rounds of review/approval will be needed
  - Review by GGNRA and NPS of proposed package to define number and location of views, number and detail of drawings, confirmation of level of documentation package (1 round)
  - Review by GGNRA and NPS of photography and drawing proofs (1 round)
  - Review by GGNRA and NPS of full submission package (1 round)
- 1 round of review by SHPO, to be coordinated by GGNRA

Task 2.15.2 - Field Work and Research

ESA will coordinate field work and accompany sub-consultants for collection of field data. This may include special training, to be provided by the client. For this task we assume the following:

- Up to 2 site visits will be required. This includes the initial (and most extensive) site visit to photograph the resource and a second site visit to capture any additional views that may be requested after GGNRA and NPS review of photo proofs. ESA will make all efforts to complete field work in a single site visit.
- The photographic requirements of the HABs program specifies use of film type, camera equipment, and other methods that require specialized services and materials. In order to meet the HABs requirements, and for data collection and processing of the 25 required HABs photos ESA will engage a qualified HABS photography firm.

Task 2.15.3 - HAER Package Draft

The draft HAER Package will draw from existing reports and historical records, photography gathered under Task 2, and sheets selected from current as-built drawings. A digital version of the submission package will be submitted for review and comment.

Task 2.16.4 - HAER Package Final, Production, Submission

The final HAER submission package will be produced to meet all current HAER program standards. As stated above, 2 complete copies (physical and digital) of the submission package will be produced for inclusions in the Library of Congress and NPS archives. An additional 2 equivalent packages will be produced for GGNRA and Daly City archives.

Task 2.16 Mitigation Implementation

Botanical Survey

The purpose of this scope is compliance with mitigation measure (MM) 3.4-1 (Avoidance, minimization, and compensation for impacts to special-status plants), in the Project EIR. MM 3.4-1 requires botanical surveys adhering to current CDFW protocol (2018) that are appropriately timed for special-status plants that could occur.

ESA has reviewed the evident and identifiable periods for special-status plants with the potential to occur at the Project site. Surveys in three blooming seasons are needed to cover the evident and identifiable periods per CDFW protocol, late summer (approximately August), early spring (approximately mid-March), and late spring (approximately late-May). ESA has planned seasonal survey efforts around the construction schedule (dated 9.14.20) based upon when work will initiate at each component location: construction at Lake Merced (Impound Lake) and the Canal will initiate July 2022; construction at Fort Funston will initiate May 2023; construction at the Avalon Canyon access road will initiate January 2024; construction at Lake Merced (South Lake) and use of the former Pacific Rod and Gun Club for staging will initiate June 2024. This amounts to eight individual surveys of various project areas, one already performed in July 2020.Plan Goals and Objectives – to address the restoration and maintenance of water surface elevation and to maintain and where feasible improve water quality.

Year	Project Area / Survey Period			Notes
	Early Spring Plants **March**	Late Spring Plants **May**	Late Summer Plants **August**	
2020	-	-	All project areas	Performed when the schedule assumed construction initiated July 2021.
2021	-	-	Lake Merced/Canal	LM [Impound Lake, Canal, South Lake, PRGC]
2022	Lake Merced/Canal	Lake Merced/Canal Fort Funston	Fort Funston	LM [Impound Lake, Canal, South Lake, PRGC]; FF [impact area survey in May; seed collection in Aug]
2023	Fort Funston Avalon Canyon	Avalon Canyon	Avalon Canyon Lake Merced/Canal	LM [South Lake/PRGC area will need to be surveyed if construction not initiated in 2022]

Following completion of the first survey in 2021, ESA will prepare a report documenting survey methods and results to comply with MM 3.4-1 and CDFW protocol. For each survey thereafter, a simpler memo with survey results will be prepared to append to the original report.

Special-status plants are known to occur in the immediate vicinity of the Project. If the Project cannot avoid special-status plants, MM 3.4-1 requires consultation with the agencies, and a mitigation and monitoring plan that proposes either relocation of the impacted plants or other compensation in the form of land purchase or restoration. San Francisco spineflower (Chorizanthe cuspidata var. cuspidata) is known to occur in the Project site at the Fort Funston staging area, on land owned by the National Park Service (NPS). San Francisco spineflower is not listed under the federal or state endangered species Acts, but is considered a special-status plant by the California Department of Fish and Wildlife (CDFW).

ESA has included a task below for preparation of a mitigation and monitoring plan for San Francisco spineflower. Based on project experience, ESA expects that a suitable relocation area can be found nearby on NPS land outside the project area, and that CDFW will be receptive to a plan to collect seeds from plants within and nearby the staging area impact area for processing and reintroduction to a new location nearby to satisfy MM 3.4-1. ESA has successfully implemented a similar relocation of San Francisco spineflower on another project nearby. NPS would require collaboration and approval of such a plan, if needed. This scope does not include implementation of the mitigation plan but does include seed collection and processing for later reintroduction at the mitigation site.

Task 2.16.1 - 2020 Rare Plant Surveys (conducted July 2020)

This task covers the actual cost of performing out-of-scope rare plant surveys of the entire project area in 2020. Surveys were conducted to fulfill seasonal survey requirements prior to start of construction when the schedule initiated work in July 2021.

Task 2.16.2 - 2021 Rare Plant Survey, Vegetation Mapping and Reporting

ESA botanists will conduct one rare plant survey in the late summer of the Lake Merced project areas ahead of construction initiating at this location in July 2022. The field survey will comply with the Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities (Protocol) prepared by CDFW (March 20, 2018) and the Guidelines for Conducting and Reporting Botanical Inventories for Federally listed, Proposed and Candidate Plants (Guidelines) prepared by USFWS (September 23, 1996). Surveys following the CDFW Protocol and USFWS Guidelines will also comply with the survey component of Mitigation Measure 3.4-1 in the adopted project EIR.

The late summer special-status plant survey fieldwork will be conducted in approximately July or August 2020. This task includes:

- Visiting reference populations of special-status plants that are already mapped in or near the study area, and are likely to be evident and identifiable in late summer, in order to determine the phenological status of some of the special-status plants.
- Conducting a survey of the Lake Merced and Canal project disturbance areas for special-status plants. The survey will include all areas of permanent and temporary disturbance as noted on the 100% design plans, the Option A and Option B staging areas, and a 25-foot buffer around these areas.
- Mapping the extent of any populations of special-status plants in the study area with a global positioning system (GPS). Population size within the study area will be counted if numbers are low, i.e., below a few hundred. If numbers are higher, a density estimate will be made visually and applied to the occupied area. Submit information to CNDDB as specified by the CDFW protocols.
- Preparing a map of the surveyed area that includes any special-status plants found.

- Preparing a list of all vascular plant species observed.
- Preparing the survey results report to serve as the primary document of project surveys results which will be amended with subsequent reports as additional surveys are conducted.

This task also includes one day of fieldwork for two biologists to conduct refined vegetation mapping and characterization to the alliance level within the Project area, according to the California Native Plant Society's *Manual of California Vegetation.* Botanists will use GPS equipment to map dominant plant species variation within the higher-level vegetation communities described in the EIR/EIS. This refined characterization will support assessment and identification of possible environmentally sensitive habitat areas (ESHA) within the Project area for submission to the California Coastal Commission. As stated in the Commission filing letter from July 16, 2021, without refined mapping to the alliance level, the Commission staff reviewing vegetation data within the Project area will necessarily err to the benefit of the resource which could result in a broader characterization of ESHA resources within the Project area than is actually present and hinder Project approval by the Commission as a result.

This task includes:

- Visiting each Project area to confirm the extent of communities already mapped to the alliance level (Lake Merced and Pacific Rod and Gun Club locations); visiting the Canal, Fort Funston, and Avalon Canyon Project locations to map vegetation within the impact areas to the alliance level. For efficiency in the field, this mapping effort will be conducted concurrently with the rare plant survey described above where reasonable to do so.
- Preparing a map of the refined vegetation mapping data to support identification of ESHA and the Project Coastal Development Application.

Deliverables and Schedule: Submit rare plant survey report and vegetation map (electronic) to the client within 3 weeks of authorization of this task and completion of fieldwork.

<u>Task 2.16.3 - 2022 Rare Plant Surveys and Reporting</u>

Following the same field survey protocols detailed in task 2.16.2, ESA botanists will conduct three seasonal surveys for special-status plants in 2022 of the Lake Merced, Canal, and Fort Funston project areas. The early spring survey will be conducted in approximately mid-March, the late spring survey in late-May, and the late summer survey in July/August. For each of the three surveys, this task includes:

- Visiting reference populations of special-status plants that are already mapped in or near the study area, and are likely to be evident and identifiable in early spring, in order to determine the phenological status of some of the special-status plants.
- Conducting a survey of the approximately 26-acre study area for special-status plants. The survey will include all areas of permanent and temporary disturbance, the Option A and Option B staging areas, and a 25-foot buffer around these areas.
- Mapping the extent of any populations of special-status plants in the study area with a global positioning system. Population size within the study area will be counted if numbers are low, i.e., below a few hundred. If numbers are higher, a density estimate will be made visually and applied to the occupied area. Submit information to CNDDB as specified by the CDFW protocols.

- Preparing a map of the surveyed area that includes any special-status plants found.
- Preparing a list of all vascular plant species observed and memo of additional relevant observations.

Deliverables and Schedule: Submit memorandum (electronic) to the client within 2 weeks of authorization of this task and completion of fieldwork for each of the three surveys.

<u>Task 2.16.4 - 2023 Rare Plant Surveys and Reporting</u>

Following the same field survey protocols detailed in task 2.16.2, ESA botanists will conduct three seasonal surveys for special-status plants in 2023 of the Lake Merced, Canal, Fort Funston, and Avalon Canyon access road project areas. The early spring survey will be conducted in approximately mid-March, the late spring survey in late-May, and the late summer survey in July/August. For each of the three surveys, this task includes:

- Visiting reference populations of special-status plants that are already mapped in or near the study area, and are likely to be evident and identifiable in late spring, in order to determine the phenological status of some of the special-status plants.
- Conducting a survey of the approximately 26-acre study area for special-status plants. The survey will include all areas of permanent and temporary disturbance, the Option A and Option B staging areas, and a 25-foot buffer around these areas. The Avalon Canyon access road project location will also be surveyed in 2023.
- Mapping the extent of any populations of special-status plants in the study area with a global positioning system. Population size within the study area will be counted if numbers are low, i.e., below a few hundred. If numbers are higher, a density estimate will be made visually and applied to the occupied area. Submit information to CNDDB as specified by the CDFW protocols.
- Preparing a map of the surveyed area that includes any special-status plants found.
- Preparing a list of all vascular plant species observed and memo of additional relevant observations.

Deliverables and Schedule: Submit memorandum (electronic) to the client within 2 weeks of authorization of this task and completion of fieldwork for each of the three surveys.

<u>Task 2.16.5 - Agency Communication</u>

ESA will support the City in communication with regulatory agencies regarding rare plant survey results and any mitigation planning necessary to compensate for project impacts to rare plants.

- There are no deliverables anticipated under this task.

<u>Task 2.16.6 - Special-Status Plant Mitigation and Monitoring Plan, Seed Collection and Propagation</u>

It is anticipated that San Francisco spineflower will be identified within the Fort Funston staging area during the 2022 field surveys. If these plants cannot be avoided, ESA will develop a mitigation and monitoring plan for San Francisco spineflower consistent with Mitigation Measure 3.4-1 section (d)(i). ESA will contact and work with NPS on seed collection methods and to identify a suitable relocation site for collected seed. ESA will contact CDFW to discuss approach for the plan.

The described propagation methods are expected to consist largely of seed collection at the impact location and from the nearby population, preparation of collected seed (e.g., removing husk, scarring seeds), and preparation of the relocation site. Maintenance methods for the relocation site will be described. A monitoring schedule, success criteria, and contingency measures will be identified.

ESA botanists will collect San Francisco spineflower seed from plants within the impact area at Fort Funston under this task following the late summer 2022 survey and agency communication. Collected seed will be processed under this task for storage until reintroduction. This scope does not include application of collected seed at the identified mitigation site as it is unclear at this time if reintroduction of seed would be implemented by NPS. This task does not include preparation of a mitigation monitoring plan for other rare plant species as San Francisco spineflower is the only plant currently known to occupy the project area where impacts on individual plants are expected. If other rare plants are identified within the project disturbance areas during field surveys that cannot be avoided, preparation of a similar plan may be completed under a separate scope and cost.

Deliverables and Schedule: Submit draft plan (electronic) to the client within 8 weeks of authorization of this task and completion of the 2022 botanical surveys and seed collection at Fort Funston (subtask 3).

Submit final plan (electronic) to the client within 2 weeks of receipt of client comments.

Assumptions

- About 50 square feet of San Francisco spineflower are currently known to occur in the study area at Fort Funston. If additional special-status plants, or substantially more San Francisco spineflower is found during the botanical surveys in subtasks 2-4, the scope and budget for subtask 6 may need to be augmented.
- Client will provide or facilitate access to all components of the study area.
- Botanical surveys need to be conducted seasonally in order to be acceptable to reviewing agencies.
- Plant voucher specimens may be collected at the discretion of the botanist and deposited in a public herbarium consistent with the CDFW Protocols.
- This scope does not include habitat or vegetation/natural community type identification or mapping. Such work was previously done and incorporated into the project EIR and is assumed to remain representative of current conditions.
- While previously reported records of some of the special-status plants will be visited as reference populations, there can be no guarantee that the target plants will be found, or still exist, at the previous record sites. This scope does not expect that reference populations for all the target plants will be visited.
- This scope does not include staking, flagging, or otherwise marking special-status plant populations on the ground for construction avoidance. This activity would need to be coordinated with client, land owners, and construction contractor to occur just prior to work.
- The botanical survey schedule reflects seasonal survey requirements necessary to comply with CDFW Protocols for floristic botanical surveys and mitigation requirement for surveys being conducted within one year prior to the start of construction at the

subject project disturbance area. Agencies may not accept survey results for annual plants after 2 years.

- Subtask 6 does not include implementation of the mitigation and monitoring plan.
- Subtask 5 assumes three separate meetings with agencies between 2021 and 2024 to discuss the project, surveys results, and mitigation for anticipated impacts to San Francisco spineflower plants. This includes one in-person meeting on-site in San Francisco to view impact and relocation sites and discuss the mitigation plan and approach.

Post 100% Submittal Support

McMillen Jacobs Associates and Brown and Caldwell continue to support the project on an as-needed basis. This additional work consists of supporting the permitting process, supporting the BPA, providing input for the ROW acquisition (both temporary and permanent), coordinating with other stakeholders (Olympic Club, Lakewood Apts., etc.), coordination with utilities, participating in public meetings, and project management. This support is provided on an as-needed basis. By the end of June 2021 MJA has approximately $17.5K remining in Task 4.14, and BC has about $16.5K remaining. The two firms are trending approximately $10K and $6K per month, respectively; however, this support has been increasing as more permitting agencies and stakeholders become involved in finalizing the project. If the project is completed and ready for bid by the end of September (in accordance with the current schedule), we anticipate an average monthly rate of $18K and $10K for MJA and BC, respectively, for a total variance of $36K and $14K for July through September. If the project is complete and ready for bid by the end of the year we would anticipate a lower burn rate, of approximately $12K and $6K per month for MJA and BC, respectively, for a total variance of $66K for MJA and $25K for BC for July through December.

Compensation

Due to the additional scope of work and project complexities and challenges described herein, this contract amendment requests an additional fee of $265,465 to complete existing Phase II tasks, and $127,988 in new Phase II tasks for a total of $393,452. These costs are described in detail in Table 1. Furthermore, MJA and BC will continue to support the project to the bidding phase as needed. If the project can be permitted and complete for bid by the end of September 2021, we estimate an additional fee of $49,798. If the project is permitted and complete for bid by the end of December 2021, we estimate an additional fee of $91,798. Table 2, below summarizes the Phase IV cost.

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
Lead Associate

cc: John Kaplin, McMillen Jacobs Associates

Table 1: Phase II Modification (ESA)

Phase II	Total Amended Subcontract	Total Invoiced (through June 2021)	Budget Remaining	Forecast to Complete	Variance to Authorized	Amendment Request**
Task 2.0 - Lake Management Plan	$284,948	$227,232	$57,716	$57,716	$0	$0
Task 2.1 - Environmental - EIR/EIS	$820,362	$815,006	$5,356	$72,636	-$67,280	$69,971
Task 2.2 - Manage Permitting Process	$449,370	$614,995	-$165,625	$56,660	-$222,285	$231,177
Task 2.11 - Support to Daly City	$174,353	$163,197	$11,156	$11,156	$0	$0
Task 2.12 - Project Management	$302,397	$279,456	$22,941	$8,343	$14,598	-$15,182
Task 2.13 - WQA Supplemental Services	$502,984	$355,038	$147,946	$147,946	$0	$0
Task 2.14 - Prop 1 Funding	$260,641	$230,140	$30,501	$10,000	$20,501	-$20,501
Task 2.15 - HABS/HAER (new)				$48,993	-$48,993	$50,953
Task 2.15.1 - Consultation				$7,601	-$7,601	$7,905
Task 2.15.2 - Field Work and Research				$17,845	-$17,845	$18,559
Task 2.15.3 - HAER Package Draft				$12,401	-$12,401	$12,897
Task 2.15.4 - HAER Package Final				$11,145	-$11,145	$11,591
Task 2.16 - Mitigation Implementation (Botanical Survey)				$74,072	-$74,072	$77,035
Task 2.16.1 - 2020 Rare Plant Survey				$7,725	-$7,725	$8,034
Task 2.16.2 - 2021 Rare Plant Survey, Mapping, Reporting				$12,762	-$12,762	$13,272
Task 2.16.3 - 2022 Rare Plant Survey and Reporting				$15,697	-$15,697	$16,325
Task 2.16.4 - 2023 Rare Plant Survey and Reporting				$15,821	-$15,821	$16,454
Task 2.16.5 - Agency Consultation				$6,772	-$6,772	$7,043
Task 2.16.6 - Special Status Plants, Seed Collection				$15,296	-$15,296	$15,907
PHASE II TOTALS	**$3,799,702**	**$3,689,711**	**$109,991**	**$487,522**	**-$377,531**	**$393,452**

* Includes $11,500 for HAER Photography Subconsultant

** Includes 4% subconsultant markup

Table 2: Phase IV Modifications (MJA and BC)

Phase IV	Total Amended Contract	Total Invoiced (through June 2021)	Budget Remaining	Forecast to Complete in **Sept** (Opt A)	Amendment Request (Opt A)	Forecast to Complete in **Dec** (Opt B)	Amendment Request (Opt B)
Task 4.14 - Post 100% Support							
MJA	$67,406	$49,773	$17,633	$54,000	$36,367	$84,000	$66,367
BC	$58,156	$41,587	$16,569	$30,000	$13,431	$42,000	$25,431
Total Phase IV Task 4.14	**$125,562**	**$91,360**	**$34,202**	**$84,000**	**$49,798**	**$126,000**	**$91,798**

Item # __

Agenda Report

North San Mateo County Sanitation District

a subsidiary of the City of Daly City

Meeting Date: September 27, 2021

Subject: **Approval of Contracts with PG&E for Electrical Service to New Vista Grande Project Facilities**

Recommended Action

Authorize staff to execute two contracts with PG&E for relocation and installation of electrical service for new facilities as part of the Vista Grande Drainage Basin Improvement Project in an amount not to exceed $291,653.00.

Background/Discussion

The Vista Grande Drainage Basin Improvement Project (Project) is nearing construction. Part of the design includes a new electrical building along John Muir Drive that will supply power to the Project facilities. The two contracts will provide funding for PG&E to design and perform the relocation and installation of electrical service to this new building. Copies of the PG&E contracts are 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,

Thomas J. Piccolotti
Director of Water and Wastewater Resources

Joshua Cosgrove
Assistant Director of Water and Wastewater Resources

Customer Payment Coupon

References	
Notification #	118767187
Contract #	50032842 V2
ERR-PM #	35179175
Customer #	2605782

July 30, 2021

City of Daly City
153 Lake Merced Blvd
DALY CITY, CA 94015

Customer Cost Summary

JOHN MUIR DRIVE, SAN FRANCISCO

Amounts Due		Total Due
Elec Reloc & Rearrangement Non-Refundable Payment	$277,776.69	
Minus the following credit		
Advance Credit	($5,000.00)	
		$272,776.69

Important Payment Information

To complete your contract ONLINE

- Follow the instructions provided with your electronic contract
- Submit payment at **pge.com/contractpayments**

To complete your contract BY MAIL

- Please make check payable to: **PG&E** or **Pacific Gas and Electric**
- Complete, sign and return the enclosed agreement(s), the SACAC form and the customer payment coupon with your payment
- **Remit payment and SACAC form to**:
  PG&E CFM/PPC Department
  PO BOX 997340
  Sacramento, CA 95899-7340

IMPORTANT MESSAGE

Please review the enclosed information and total due. This document needs to be returned with the enclosed agreements.

If you complete your contract ONLINE, a copy will be saved to your Customer Connections Online (CCO) account at **pge.com/cco.**

To learn more about PG&E's gas and electric safety initiatives and resources please visit **pge.com/safety.**

Have Questions?
Please Call 1-800-422-0436

118767187

®**Pacific Gas and Electric Company**

Agreement to Perform
Tariff Schedule Related Work

July 30, 2021

DISTRIBUTION:

- ☐ Applicant (Original)
- ☐ Division (Original)
- ☐ ACCTG. SVCS.

REFERENCES:

Notification #	118767187
Contract #	50032842 V2
RR-PM #	35179175

City of Daly City, A GOVERNMENT AGENCY (Applicant) has requested PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PG&E), to perform the tariff schedule related work as located and described in paragragh 3 herein. PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials and related facilities required therefore, subject to the following conditions:

1. Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.

2. Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to, employees of PG&E, Applicant or any third party, or for the loss, destruction or damage to property, including, but not limited to property of PG&E, Applicant or any third party, arising out of or in any way connected with the performance of this agreement, however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. Applicant will, on PG&E's request, defend any suit asserting a claim covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.

3. The location and requested work are described as follows: (Describe in detail the materials and facilities to be furnished and/or work to be performed by PG&E. If more space is required, use other side and attach any necessary drawings as Exhibits A, B, C, etc):

LOCATION: **JOHN MUIR DRIVE, SAN FRANCISCO**

DESCRIPTION OF WORK ELECTRIC: **Pole line relocation**

DESCRIPTION OF WORK GAS:

				Electric	Gas
Engineering and Administrative Costs			(+)	$77,974.70	$0.00
Including Applicant Design Value of				$0.00	$0.00
Re-engineering/Comp Prep/Add'l AD Plan Checks			(+)	$0.00	$0.00
Facilities (Cable, Transformers / Gas Pipe)			**(+)**	$2,471.06	$0.00
Trench, Conduits & Substructures			**(+)**	$0.00	$0.00
Tie-In / Meters			**(+)**	$141,558.60	$0.00
Trench Permits & Land Rights			**(+)**	$2,009.10	$0.00
Inspection Fees			**(+)**	$0.00	$0.00
Subtotal			**(=)**	$224,013.46	$0.00
Including Net Joint Pole Credit Value of				$0.00	$0.00
plus ITCC @	24% Electric	0% Gas	(+)	$53,763.23	$0.00
plus Non Taxable Work			**(+)**	$0.00	$0.00
D.0405055 Line Extension Costs - Residential			**(+)**	$0.00	$0.00
D.0405055 Line Extension Costs - Non-Residential			**(+)**	$0.00	$0.00
less Value of Relocation Applicant Design Work			(-)	$0.00	$0.00
less Work Provided by Applicant			(-)	$0.00	$0.00
less Salvage			(-)	$0.00	$0.00
Total Payment			**(=)**	$277,776.69	$0.00

118767187

4. Applicant shall pay to PG&E, promptly upon demand by PG&E, as the complete contract price hereunder, the sum of
Two hundred seventy-seven thousand seven hundred seventy-six dollars and sixty-nine cents $277,776.69

Upon completion of requested work, ownership shall vest in: ☒ PG&E ☐ Applicant

Executed this ______________________ day of __________________________________

City of Daly City, A GOVERNMENT AGENCY Applicant	PACIFIC GAS & ELECTRIC COMPANY
By: ______________________	**By:** Raymond Yazzolino
Thomas Piccolotti Print/Type/Name	
Title: Director	**Title:** Service Planning Supervisor

Mailing Address: 153 Lake Merced Blvd
DALY CITY, CA 94015

Customer Payment Coupon

March 15, 2021

References	
Notification #	118767187
Contract #	50040687 V1
E16-PM #	35183901
E2-PM #	35183901
Customer #	2605782

City of Daly City
153 Lake Merced Blvd
DALY CITY, CA 94015

Customer Payment Summary

JOHN MUIR DRIVE, SAN FRANCISCO

Please pay the Total Due based upon the payment option(s) you selected on page two of the enclosed Gas and Electric Extension Agreement.

Payment Options	Subtotal	Total Due
10-Year Refundable Advance Option Gas and Electric	$30,632.04	**$32,087.01**
Non-Refundable 50 percent Discount Option for Gas and Electric	$17,421.34	**$18,876.31**
10-Year Refundable Advance Option for Gas and Non-Refundable 50 percent Discount Option for Electric	$17,421.34	**$18,876.31**
Non-Refundable 50 percent Discount Option for Gas and 10-Year Refundable Advance Option for Electric	$30,632.04	**$32,087.01**

Total Due also includes the following: Please note: The referenced documents also require additional signature(s).	
Elec - Special Facilities Total Due	$3,954.97

The Total Due for each payment option above includes:	
Advance Credit	($2,500.00)

Important Payment Information

To complete your contract ONLINE

- Follow the instructions provided with your electronic contract
- Submit payment at **pge.com/contractpayments**

To complete your contract BY MAIL

- Please make check payable to: **PG&E** or **Pacific Gas and Electric**
- Complete, sign and return the enclosed agreement(s), the SACAC form and the customer payment coupon with your payment
- **Remit payment and SACAC form to**:
  PG&E CFM/PPC Department
  PO BOX 997340
  Sacramento, CA 95899-7340

IMPORTANT MESSAGE

Please review the enclosed information and total due. This document needs to be returned with the enclosed agreements.

If you complete your contract ONLINE, a copy will be saved to your Customer Connections Online (CCO) account at **pge.com/cco.**

To learn more about PG&E's gas and electric safety initiatives and resources please visit **pge.com/safety.**

Have Questions?
Please Call 1-800-422-0436

118767187

Gas and Electric Extension Agreement*

For Internal Use	
Notification #	118767187
Contract #	50040687 V1
E-PM #	35183901
G-PM #	
E-Prior MLX/PM#	
G-Prior MLX/PM#	
Customer #	2605782

March 15, 2021

City of Daly City
153 Lake Merced Blvd
DALY CITY, CA, 94015

Re: JOHN MUIR DRIVE, SAN FRANCISCO

Dear Thomas Piccolotti

We are writing to let you know Pacific Gas and Electric Company (PG&E) will extend its facilities to provide the requested gas and electric service to the project address listed above. PG&E's costs have been developed based on the choices and information provided in your application and may change if you make changes. This letter, including PG&E's tariffs, which are incorporated by reference below, will serve as our contract. As required by the California Public Utilities Commission (CPUC), special facilities will be handled in a separate contract. Please complete the following four steps to execute this contract.

1 Review the following work responsibilities and cost information.

Work To Be Done By	GAS MAIN		GAS SERVICE		ELECTRIC DISTRIBUTION			ELECTRIC SERVICE		
	Trench	Pipe	Trench	Pipe	Trench	Substr.	Facilities	Trench	Substr.	Facilities
PG&E										X
Customer								X	X	

		GAS		ELECTRIC
Total non-refundable project costs		**$0.00**		**$4,210.62**
Refundable extension costs		**$0.00**		**$28,569.05**
Allowances (credit)	-	$0.00	-	$2,147.63
Net refundable amount	=	**$0.00**	=	**$26,421.41**
10 YEAR REFUNDABLE OPTION				
Net refundable amount		**$0.00**		**$26,421.41**
Credit for value of design and/or facilities provided by applicant	-	$0.00	-	$0.00
Total non-refundable project costs	+	**$0.00**	+	**$4,210.62**
Total (if you select this option)	=	**$0.00**	=	**$30,632.04**
NON-REFUNDABLE 50% DISCOUNT OPTION				
Net refundable amount		**$0.00**		**$26,421.41**
Discount: 50% of Net refundable amount	-	$0.00	-	$13,210.70
Credit for value of design and/or facilities provided by applicant	-	$0.00	-	$0.00
Total non-refundable project costs	+	**$0.00**	+	**$4,210.62**
Total (if you select this option)	=	**$0.00**	=	**$17,421.33**
Potential refund per residential lot/unit		**$0.00**		**$0.00**
Potential reimbursement per service completion				
Pressurized or energized system		$0.00		$0.00
Not pressurized or energized system		$0.00		$0.00
Reimbursement for other work performed		**$0.00**		**$0.00**

All amounts include the Income Tax Component of Contribution (ITCC) PG&E is required to charge customers, where applicable.

DEFINITIONS AND EXPLANATION OF TERMS

(For more detail see rules 15 and 16):

Total non-refundable project costs include costs for work such as electric trench and excavation, conduits, inspections, streetlights, conversion from overhead to underground and contract processing.

Refundable extension costs include costs for facilities such as electric conductor, transformers and poles; gas pipe, gas share of distribution trench and regulators; and meters.

Allowances are a credit against refundable extension costs. They are based upon the number of residential units expected to be connected within the first six months and the expected annual non-residential net (distribution) revenue from your project.

Allowances granted under either option are subject to **deficiency billing** if the number of residential units connected or the annual non-residential net revenue falls below the forecast used to calculate the allowances.

Net refundable amount is the portion of overall costs eligible for refund to you based upon additional residential meters being set or upon increases in non-residential annual net (distribution) revenue. A cost-of-ownership charge is assessed against the Net refundable amount (except for individual residential applicants) per Rule 15.

Potential refund per residential lot/unit is for those lots/units for which you did not already receive an allowance (i.e., units not expected to be connected in the first six months). Any refunds may be decreased or eliminated by cost-of-ownership charges assessed under the provisions of Rule 15.

Potential reimbursement per service completion is the amount to which a customer may be entitled for performing certain service connection work PG&E would otherwise perform when installing service extensions and are not to be confused with refunds.

Reimbursement for other work performed is the amount to which a customer may be entitled for performing certain work (other than service completions) that normally is PG&E's responsibility.

118767187

* Automated document, Preliminary Statement, Part A

Form 79-1169
Advice 3579-G/4607-E
March 2015

Gas and Electric Extension Agreement*

2 Select one of the following payment options.

	Gas	Electric	Advance	Total Due
☐ **10-Year Refundable Option for Gas and Electric**	$0.00 +	$30,632.04 -	SEE PMT CPN =	$30,632.04
☐ **Non-Refundable 50 Percent Discount Option for Gas and Electric**	$0.00 +	$17,421.34 -	SEE PMT CPN =	$17,421.34
☐ **10-Year Refundable Option for Gas and Non-Refundable 50 Percent Discount Option for Electric**	$0.00 +	$17,421.34 -	SEE PMT CPN =	$17,421.34
☐ **Non-Refundable 50 Percent Discount Option for Gas and 10-Year Refundable Option for Electric**	$0.00 +	$30,632.04 -	SEE PMT CPN =	$30,632.04

3 Review these important terms and conditions.

This Gas and Electric Extension Agreement is controlled by, and incorporates by reference, PG&E's tariffs, including Gas and Electric rules 2, 15, and 16; the Distribution and Service Extension Agreement-Provisions (Form 62-0982) and the General Terms & Conditions for Gas and Electric Extension & Service Construction by Applicant (Form 79-716), all as approved and authorized by the CPUC. This agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

You can view PG&E's tariffs online at pge.com/tariffs or contact the PG&E representative listed below. Additional details underlying the amounts shown in this agreement, as well as the calculation of allowances, refunds or deficiency bills can also be provided by your local PG&E representative.

4 After completing steps 1, 2 and 3 and having checked one, but only one, of the four payment options above, please complete and return the following items to PG&E.

- Sign and return this contract as indicated below.
- Submit the Payment Coupon with Total Due based on your option selected.
- Sign and return the enclosed Statement of Applicant's Contract Anticipated Costs (SACAC) [Form 79-1003] (explanation in box to the right).

Please provide your payment and required forms within 90 days from March 15, 2021. PG&E is not bound by the costs set forth above if payment and the signed forms are not received by PG&E within 90 days.

If you have any questions, please contact Elizabeth Friedman at **408-482-0607** or by email at **EEMD@PGE.COM.**

ADDITIONAL INFORMATION

What is the SACAC form

Under PG&E's rules 15 and 16 you have a choice:you can perform the work yourself, hire a qualified contractor to perform the work or hire PG&E to do the work. We are required by the CPUC to provide you with PG&E's costs.

This form identifies our cost for the refundable service that is PG&E's responsibility to install. PG&E's costs were developed based on your choices within the application and may change if you change that choice.

How do I fill out the SACAC?

If you want to do this work yourself or have a qualified contractor do this work, please enter your estimated costs in the section of the SACAC form entitled "Applicant Costs" or check the box in the section entitled "Applicant's Election Not To Provide Costs," sign and return to PG&E. PG&E will send you a revised agreement by return mail only if you choose to provide your estimated costs.

If you want PG&E to do this work, please check the section "Applicant's Election Not to Provide Costs," sign and return the SACAC form along with a check for the Total Due based on the option you selected above.

You must return the completed SACAC form to PG&E regardless of who you choose to do the work.

Please follow payment instructions found on your Payment Coupon.

Pacific Gas and Electric Company

This contract has been reviewed and approved by:

Jay Min

Service Planning Supervisor

Customer

Agreed and accepted by:

City of Daly City, A GOVERNMENT AGENCY

Authorized Signatory Thomas Piccolotti

Title Director

Signature

Date

118767187

* Automated document, Preliminary Statement, Part A

Form 79-1169
Advice 3579-G/4607-E
March 2015

STATEMENT OF APPLICANT'S CONTRACT ANTICIPATED COSTS.*

March 15, 2021

Project Name: **Vista Grande Drainage Basin Improvements**

Project Location: **JOHN MUIR DRIVE, SAN FRANCISCO**

Notification Number: **118767187**

PM Number(s): **(Gas)** **(Electric)** **35183901**

APPLICANT COSTS

The following statement must only include the contracted anticipated installed costs of facilities installed by the Applicant that are refundable and that are PG&E's responsibility under its tariffs.

The costs provided by the Applicant must be taken from the Applicant's contract with its contractor. If the Applicant will be performing the work itself, the Applicant must also complete and sign this form.

The Applicant's statement of costs will be compared with PG&E's estimated installed costs of the same facilities, the lower of which will be used to determine the amount subject to allowances and refunds in accordance with the provisions of PG&E's Gas and Electric Rules 15 and 16.

If the Applicant chooses not to provide its costs, it must complete the last section of this form. Until the Applicant either provides the refundable cost from its contract with its contractor (or its own cost, if applicable), or returns this form indicating that it will not do so, PG&E will not proceed with any work on the Applicant's project.

GAS Residential Service Facilities:		**ELECTRIC** Residential Service Facilities:	
Applicant: $		**Applicant: $**	
PG&E:	**$0.00**	**PG&E:**	**$0.00**
Number of gas service: 0	**Stubs:0**	**Number of Electric service: 0**	

Applicant's statement of costs include: overhead or underground service conductors, poles, service transformers, connection fittings, service pipe, valves, service connections, and other PG&E-owned service equipment, as detailed in Gas and Electric Rule 16.

Applicant's statement of costs DOES NOT include: inspection fees, nonresidential service costs, regulators, or PG&E-owned metering equipment.

118767187

* Automated document, Preliminary Statement, Part A

Form 79-1003
Tariffs and Compliance
Advice 2458-G-C/2379-E
Decision 03-03-032
Effective: July 1, 2004

GAS	ELECTRIC
Gas Distribution Facilities and Non-Residential Service Services:	**Electric Distribution Facilities and Non-Residential Service Services:**
Applicant: $ ______________________	**Applicant: $** ______________________
PG&E: **$0.00**	**PG&E:** **$12,691.91**

GAS DISTRIBUTION TRENCH

Applicant: $ ______________________

PG&E: **$0.00**

Applicant's statement of costs include: cables, switches, transformers, distribution main, valves, regulators, nonresidential service costs, and other distribution facilities required to complete the distribution line extension, as detailed in Gas and Electric Rule 15 as PG&E's responsibility.

Applicant's statement of costs DOES NOT include: inspection fees, tie-in of system by PG&E, distribution substructures, electric trench, conduits, feeder conduits, or protective structures, as detailed in Gas and Electric Rule 15.

I declare under penalty of perjury that the foregoing is true and correct.

☐ **APPLICANT'S ELECTION NOT TO PROVIDE COSTS:** (if this option selected, box must be checked)

I choose not to provide to the utility my refundable costs for this project as taken from my contract with my contractor, or as performed by myself, and acknowledge that PG&E will use its estimate of the refundable costs for this project in the contract between it and me.

Executed on ______________________ at ______________________

(Date) (City)

By: Thomas Piccolotti

Print Applicant Name: **City of Daly City, A GOVERNMENT AGENCY**

Signed: ______________________

Title: Director

Form 79-1003
Tariffs and Compliance
Advice 2458-G-C/2379-E
Decision 03-03-032
Effective: July 1, 2004

Pacific Gas and Electric Company

Detailed Cost Sheet - Electric Distribution and Service Extension Costs

References	
Notification #	118767187
Contract #	50040687 V1
E16-PM #	35183901
E2-PM #	35183901
Customer #	2605782

March 15, 2021

Applicant: **Thomas Piccolotti**

Project Location/Name **JOHN MUIR DRIVE, SAN FRANCISCO**

Cost Breakdown

Total number of residential lots/units for this project:	0
Total number of non-residential lots/units for this project:	1
Total number of combined meters:	1

Cost of Services:

Engineering & Administrative Costs					$0.00
Including Applicant Design Value of				$0.00	
Service Tie-In Cost (Energized) by PG&E			(+)		$0.00
Service Tie-in Cost by Applicant			(+)		$0.00
Electric Metering			(+)		$0.00
Others (N/A)			(+)		$0.00
Inspection Fees			(+)		$0.00
Service Cost - PG&E installed	# Services	0	(+)		$0.00
Service Cost - Applicant installed	# Services	0	(+)		$0.00
Total Estimated Cost of Service Subject to Allowance			(=)		$0.00
Including Net Joint Pole Credit Value of				$0.00	

Cost of Service Within Allowance:

less Total Residential Service Allowance
(not to exceed Total Estimated Cost of Service Subject to Allowance)

$0.00	X	0	=	(-)		$0.00
Excess Service Cost				(=)		$0.00
Estimated Service Cost Within Allowance (Total less Excess)				(=)		$0.00
Average Cost per Lot or Unit Within Allowance						
$0.00	/	0	=			$0.00

Excess Service Allowance Applied to Distribution Line Extension Refundable

Amount per Lot or Unit:

Allowance		Ave. Cost / Unit		
$0.00	-	$0.00	=	$0.00 **

Allowances

Residential:

	$0.00 (Allowance)	X	0 (Lots / Units)	=		$0.00
plus ITCC @ 24%	Residential Allowances				(+)	$0.00
SUB TOTAL Residential Allowances					(=)	$0.00
Non-Residential:	$253.56 (Net Annual Revenue)	/	0.1464 (Cost-of-Service-Factor)	=		$1,731.96
plus ITCC @ 24%	Non-Residential Allowances				(+)	$415.67
SUB TOTAL Non-Residential Allowances					(=)	$2,147.63

less Residential Service Allowance:

(0 (Lots/Units) X $0.00 (Ave. Cost / Unit)) + 24% (ITCC) = $0.00

Total Distribution Line Extension Allowance	(=)	$2,147.63

Amount Subject to Refund

Engineering & Administrative Costs		$9,038.47	
Including Applicant Design Value of	$0.00		
Tie-In of Distribution by PG&E	(+)	$949.54	
Electric Metering (Non-Residential Projects)	(+)	$359.64	
Other Taxable charges (N/A)	(+)	$0.00	
PG&E installed - Cost of Distribution Line and Non-Res Svcs.	(+)	$12,691.91	
Applicant installed - Cost of Distribution Line and Non-Res Svcs.	(+)	$0.00	
Value of Distribution Substructures	(+)	$0.00	
Inspection Fees	(+)	$0.00	
SUB TOTAL	(=)	$23,039.56	
Including Net Joint Pole Credit Value of	$0.00		
plus ITCC @ 24%	(+)	$5,529.49	
Total Refundable Amount	(+)	$28,569.05	
Less Total Allowances (not to exceed Total Refundable Amount)	(-)	$2,147.64	
Balance: Net Refundable Amount		$26,421.41	
10 Year Refundable Advance Option			
Balance: Net Refundable Amount		$26,421.41	
Less Credit for Value of Applicant Design Work		$0.00	
Less Cost of Dist. Line Ext. and Non-Res Svcs. installed by Applicant		$0.00	
Less Distribution Substructures by Applicant		$0.00	
Net 10 Year Refundable Advance Option Amount			$26,421.42
Non-Refundable Discount Option			
Balance: Net Refundable Amount		$26,421.41	
less Discount $26,421.41 (Balance) X 0.50 (Discount Rate) =	(-)	$13,210.70	
Less Credit for Value of Applicant Design Work		$0.00	
Less Cost of Dist. Line Ext. and Non-Res Svcs. installed by Applicant		$0.00	
Less Distribution Substructures by Applicant		$0.00	
Net Non-Refundable Discount Option Amount			$13,210.70

Non-Refundable Payments

Rule 16 Non-Refundable Payments

Excess Service Costs			$0.00	
Service Costs Beyond Preferred Service Location		(+)	$0.00	
Service Riser		(+)	$775.81	
Value of Rule 16 Land Rights Costs		(+)	$0.00	
Value of Service Trench, Conduits & Substructures in the Franchise Area or on 3rd Party Property		(+)	$873.85	
Inspection Fees		(+)	$974.92	
Rule 16 Trench Permits Obtained by PG&E		(+)	$1,375.00	
Other Taxable Charges: N/A		(+)	$0.00	
Cost of Additional Rule 16 Applicant Design Plan Checks		(+)	$0.00	
SUB TOTAL		(=)	$3,999.58	
Plus ITCC @ 24%		(+)	$959.89	
Other Non-taxable Charges:		(+)	$0.00	
Residential Per Meter Charge =	0 unit(s)	(+)	$0.00	
Non-Residential Per Meter Charge	1 unit(s)	(+)	$125.00	
Inspection Fees (not subject to ITCC)		(+)	$0.00	
Plus Service Trench, Conduits, & Substructures installed by PG&E on Private Property		(+)	$0.00	
SUB TOTAL		(=)	$5,084.48	
Less Excess Service Facilities Installed by Applicant		(-)	$0.00	
Less Service Costs Beyond Preferred Location by Applicant		(-)	$0.00	
Less Service Trench in the Franchise Area or on & 3rd Party Property installed by Applicant		(-)	$873.85	
Less Rule 16 Applicant Design Work Associated with Excess		(-)	$0.00	
Total Rule 16 Non-Refundable Amount			(=)	$4,210.63

Rule 15 Non-Refundable Payments

Inspection Fees		$0.00	
Re-estimating/Composite Preparation	(+)	$0.00	
Cost of Additional Applicant Design Plan Checks	(+)	$0.00	
Value of Distribution Conduits	(+)	$0.00	
Distribution Risers Installed by PG&E	(+)	$0.00	
Value of Distribution Trench	(+)	$0.00	
PG&E Land Rights Costs	(+)	$0.00	
Rule 15 Trench Permits Obtained by PG&E	(+)	$0.00	
Other	(+)	$0.00	
SUB TOTAL	(=)	$0.00	
Plus ITCC @ 24%	(+)	$0.00	
Other Non-taxable Charges	(+)	$0.00	
SUB TOTAL	(=)	$0.00	
Less Distribution Conduits Installed by Applicant	(-)	$0.00	
Less Distribution Trench Provided by Applicant	(-)	$0.00	
Total Non-Refundable Electric Rule 15 Amount		(=)	$0.00

Relocation / Rearrangement of PG&E Facilities

Value of Relocation/Rearrangement Facilities		$0.00	
Value of Relocation/Rearrangement Conduits & Substructures	(+)	$0.00	
Value of Relocation/Rearrangement Trench & Excavation	(+)	$0.00	
Engineering & Administrative Costs	(+)	$0.00	
Value of Relocation Applicant Design Work	(+)	$0.00	
Re-engineering/Comp Prep/Add'l AD Plan Checks	(+)	$0.00	
Tie-in/Meter of Relocation/Rearrangement by PG&E	(+)	$0.00	
Relocation/Rearrangement Trench Permits Obtained by PG&E	(+)	$0.00	
Relocation/Rearrangement Land Rights	(+)	$0.00	
Relocation/Rearrangement Inspection Fees	(+)	$0.00	
SUB TOTAL	(=)	$0.00	
Including Net Joint Pole Credit Value of	$0.00		
Plus ITCC @ 0%	(+)	$0.00	
Plus Relocation/Rearrangement - Non Taxable	(+)	$0.00	
SUB TOTAL	(=)	$0.00	
Less Relocation/Rearrangement Facilities Installed by Applicant	(-)	$0.00	
D.0405055 Line Extension Costs - Residential		$0.00	
D.0405055 Line Extension Costs - Non-Residential		$0.00	
Less Conduits & Substructures Installed by Applicant	(-)	$0.00	
Less Trench & Excavation Provided by Applicant	(-)	$0.00	
Less Value of Relocation Applicant Design Work	(-)	$0.00	
Less Relocation/Rearrangement Salvage	(-)	$0.00	
Total Relocation / Rearrangement of PG&E Facilities Amount		(=)	$0.00

(1) Total Service Allowance not to exceed the Cost of Service
(2) 10 Year Refundable and Discount Option credit amounts will be paid upon acceptance of facilities. Credit amounts are subject to future deficiency billing in accordance with the tariff.
(3) 10 Year Refundable and Discount Option credit amounts do not offset Other Non-Refundable or Relocation Fees. See Reimbursement Summary for a total of Reimbursements and Credits to be paid upon acceptance of facilities.
(4) Inspection Fees (Only Refundable if Applicant's Actual Cost is Used. Applicant's Actual Cost + Inspection Cannot Exceed PG&E's Estimate)
(5) The lower of PG&E's estimated costs or the Applicant's Contract Anticipated Costs (as documented on Form 79-1003 "Statement of Contract Anticipated Costs") will be used to establish the cost of Service and Distribution Line Extension subject to Allowance

Note: This supplemental detailed cost sheet is **for reference only** and is not intended for use in place of the actual contract for the project listed.

Pacific Gas and Electric Company

March 15, 2021

DISTRIBUTION:		REFERENCES:	
Original:	☐	Notification #	118767187
	☐	Contract #	50040687 V1
Copy:	☐	MLX-PM #	
	☐	16R-PM #	
	☐	RR-PM #	
	☐	MLX #	
	☐	Customer #	2605782

Date Ready for Service_______________
This area for Company Internal use only

Pacific Gas and Electric Company
Gas and Electric Rule 2

Agreement to Install Applicant Requested Common Special Facilities

At the request of City of Daly City, A GOVERNMENT AGENCY (Applicant),

Pacific Gas and Electric Company (PG&E), hereby agrees, as an accommodation, to install Facilities that are in addition to or in substitution for its standard facilities as located and described in paragraph 1 herein.

PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials and related facilities required therefore, subject to the following conditions:

1. The location and requested work are described as follows: (Describe in detail the materials and facilities to be furnished and/or work to be performed by PG&E. If more space is required, use other side and attach any necessary drawings as Exhibits):

LOCATION:

JOHN MUIR DRIVE, SAN FRANCISCO

DESCRIPTION OF FACILITIES:

Electric: **277/480v 3ph transformer**

Gas:

2. Applicant shall pay to PG&E, promptly upon demand by PG&E prior to construction, the additional cost over and above the standard equipment installation. In addition, Applicant shall pay for the ongoing maintenance and operation of that equipment through an Equivalent One Time Cost of Ownership payment.
The costs are summarized as follows:

Special Facilities Additional Cost		$1,816.85
Equivalent One Time Payment		$1,702.08
Rearrangement Cost		$0.00
ITCC	24%	$436.04
TOTAL DUE		$3,954.97

3. Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to, employees of PG&E, Applicant or any third party, or for the loss, destruction or damage to property, including, but not limited to property of PG&E, Applicant or any third party, arising out of or in any way connected with the performance of this agreement, however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. Applicant will, on PG&E's request, defend any suit asserting a claim covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.

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*Total due is net credit of $0.00 for Applicant Work

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October 2011

4. Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.

5. Where it is necessary to install Special Facilities on Applicant's premises, Applicant hereby grants to PG&E:

   (a) the right to make such installation on Applicant's premises along the shortest practical route thereon and of sufficient width to provide legal clearance from all structures now or hereafter erected on Applicant's premises for any facilities of PG&E; and ,

   (b) the right of ingress to and egress from Applicant's premises at all reasonable hours for any purposes reasonably connected with the operation and maintenance of the Special Facilities.

6. As provided in PG&E's applicable Electric Rule 14 or Gas Rules 14 and 21, Applicant understands that PG&E does not guarantee electric or gas service to be free from outages, interruptions, or curtailments and that the charges for the Special Facilities represent the additional cost associated with providing the Special Facilities rather than for a guaranteed level of service or reliability.

7. Upon request of the customer and at the option of PG&E, gas will be delivered at a pressure higher than standard delivery pressure where such higher pressure is available from existing facilities. PG&E, however, retains the right to decrease at any time the higher delivery pressure, as per Rule 2, incorporated into this agreement by reference.

Upon completion of requested work, ownership shall vest in PG&E.

Executed this ____________________ day of ____________________ 20 __________

City of Daly City, A GOVERNMENT AGENCY Applicant	PACIFIC GAS & ELECTRIC COMPANY
By: ______________________	**By:** Jay Min
Thomas Piccolotti Print/Type/Name	
Title: Director	**Title:** Service Planning Supervisor
Mailing Address: 153 Lake Merced Blvd DALY CITY, CA 94015	

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Advice No. 3248-G/3929-E
October 2011