



Central Marin Sanitation Agency

COMMISSION REGULAR MEETING AGENDA

Tuesday, December 8, 2020

Via Zoom Electronic Meeting

7:00 p.m.

NOTE: Consistent with the Governor’s Executive Order N-25-20 on the Brown Act and the Bagley Keene Act, this Board meeting will be held via Zoom® conferencing. There will be NO physical location of the meeting. Please be advised that this meeting will be recorded. The Agenda packet is available for review and download on the Agency website the Friday before the meeting: www.cmsa.us

To participate: Join the Zoom Meeting by clicking the link below, or copy and paste the address into your browser. You may also participate by phone at the number below.

Join Zoom Meeting Online:

<https://zoom.us/j/97700107602>

Phone in:

1-669-900-9128

Meeting ID:

977 0010 7602

Public Comment: Public comments for this meeting can be submitted via email to the Recording Secretary at kbrouillet@cmsa.us. The public comment period opens when the agenda is posted online and will close two hours prior to the start of the meeting. Include your name and the item you’d like to provide written comment on. Written comments submitted will be read into the record during the Public Comment period of the Board meeting.

To provide comments during the meeting:

- If in the Zoom teleconference, use the “raise hand” feature. The Host will notify and unmute you when it is your turn to speak.
- If on a phone, press *9 (“star + 9”), and the Host will notify and unmute you when it is your turn to speak. If you experience an issue providing comments in the meeting, please email those comments to the Recording Secretary at kbrouillet@cmsa.us.

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AGENDA

1. **7:00 p.m.: Call Meeting to Order/Pledge of Allegiance**
2. **Roll Call**
3. **Open Period for Public Participation**
Open time for public expression, up to two minutes per speaker, on items within CMSA's jurisdiction and not on the Board of Commissioners' agenda. The Board will not discuss or take action during open time, but Board members may briefly respond to statements made or questions proposed by the public, ask for clarification from staff, refer the matter to staff, or request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.
4. **Consent Calendar**
 - a) Minutes – Regular Board Meeting, November 10, 2020
 - b) Treasurer's Report – Operating Account – November 2020
 - c) Schedule of Investments and its Capital Reserve Summary – November 2020
 - d) NPDES, Process, and Maintenance Report – November 2020
 - e) Performance Metric Report – November 2020
 - f) Revised Treatment Plant Manager Job Description
 - g) CASA 2021 Virtual Winter Conference
 - h) Biosolids Reuse Agreement with Lystek International Limited
 - i) Authorization to Re-Bid the Secondary Clarifier No. 3 Rehabilitation Project (CMSA Contract No. 21-24)
5. **Liquid Organic Waste Storage and Biogas Treatment Upgrades Project – Professional Services Agreement**
Recommendation: Approve the Professional Services Agreement with GHD Inc. for the Liquid Organic Waste Storage and Biogas Treatment Upgrades in the amount of \$189,251, and authorize the General Manager to sign it.
6. **Cogeneration System Installation Project – Construction Management Support Services**
Recommendation: Approve the Professional Services Agreement with Psomas Inc. for the Cogeneration System Installation Project construction management support services, and authorize the General Manager to sign it.
7. **Biosolids Land Application Feasibility Study at the Las Gallinas Valley Sanitary District**
Recommendation: Authorize the General Manager to send a letter to the Las Gallinas Valley Sanitary District to express the Agency's interest in exploring a regional biosolids management program.

8. **FY20 Comprehensive Annual Financial and Popular Annual Financial Reports**

Recommendation: Accept the FY20 Comprehensive Annual Financial and Popular Annual Financial Reports.

9. **Strategic Business Plan Agreement with EPC Consultants**

Recommendation: Approve the professional services agreement with EPC Consultants to facilitate development of the Agency's next 5-year Strategic Business Plan, and authorize the General Manager to sign it.

10. **December Informational Items**

Recommendation: Informational; provide comments or direction to the General Manager, as appropriate.

11. **North Bay Watershed Association (NBWA) Report***

12. **Oral Reports by Commissioners/General Manager***

13. **Next Scheduled Meeting**

Tuesday, January 12, 2020 at 7:00 p.m. by Zoom Conference.

*Information not furnished with Agenda

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Central Marin Sanitation Agency at 415-459-1455. For auxiliary aids or services or other reasonable accommodations to be provided by the Agency at or before the meeting, please notify the Agency at least 3 business days in advance of the meeting date (meeting is the second Tuesday of each month). If the Agency does not receive timely notification of your reasonable request, the Agency may not be able to make the necessary arrangements by the time of the meeting.



Central Marin Sanitation Agency

**COMMISSION REGULAR MEETING MINUTES
Tuesday, November 10, 2020
Via Zoom Electronic Meeting**

NOTE: Consistent with the Governor's Executive Order N-25-20 on the Brown Act and the Bagley Keene Act concerning the COVID-19 shelter-in-place protocol, this Board meeting was held via Zoom® conferencing. There was no physical location for the meeting. The minutes are an official record of the Board meeting. There are also official audio and video recordings available on the Agency's website at www.cmsa.us. The time stamps on these minutes refer to the items' start times on the video recording of the meeting. Please contact CMSA at 415-459-1455 for information about receiving a copy of these records.

1. Call Meeting to Order/Pledge of Allegiance

Chair Boorstein called the meeting to order at 7:00 p.m. A quorum was present.

2. Roll Call

00:00:40

Present: Eli Beckman, Michael Boorstein, Maribeth Bushey, Dean DiGiovanni, and Doug Kelly

Absent: None

Staff Present: Jason Dow, General Manager; Ken Spray, Administrative Services Manager; Chris Finton, Treatment Plant Manager; Kate Brouillet, Recording Secretary

Public Present: John Cropper, Cropper Accountancy Corporation

3. Open Period for Public Participation

00:00:55

There were no members of the public in attendance.

4. Consent Calendar

00:01:55

- a) Minutes – Regular Board Meeting, October 13, 2020
- b) Treasurer's Report – Operating Account – October 2020
- c) Schedule of Investments and its Capital Reserve Summary – October 2020
- d) NPDES, Process, and Maintenance Report – October 2020
- e) Performance Metric Report – October 2020
- f) FY21 First Quarter Budget Status Report
- g) FY20 Capacity Charge Schedule
- h) Laboratory Analyst Job Descriptions
- i) Purchase of Center Column and Return Activated Sludge Pipe for the Secondary Clarifier No. 3 Rehabilitation Project
- j) San Quentin Pump Station Generator, Transfer Switch, and Exhaust Fans Upgrade Project (CMSA Contract No. 21-01)

Comments from the Public

There were no members of the public in attendance.

ACTION: Commissioner DiGiovanni moved to approve Consent Calendar items 4a through 4j; second, Commissioner Kelly.

VOTE: The item was passed unanimously by roll call vote.

AYES: Beckman, Boorstein, Bushey, DiGiovanni, Kelly

NAYS: None

ABSTAIN: None

5. FY20 Audited Financial Statements

00:02:48

GM Dow said that the audit received a clean opinion and there was one management letter comment for fixed asset capitalization in connection with the Waukesha engine replacement project during summer 2019. He explained that the Waukesha failure resulted in the remaining fixed asset book value (\$1.7M) being removed from the fixed asset schedule, due to the costs of the 2005 cogeneration engine installation project being recorded as a lump sum instead of by major project components. He said staff reviewed the 2002 project files and learned that the purchase price of the Waukesha was \$406K. He said that for the FY21 audit, a prior period correction will be made to restore about \$1.1M to the fixed asset schedule. He introduced John Cropper, of Cropper Accountancy, who gave a presentation on the audit findings.

Mr. Cropper referred to his PowerPoint presentation and said the Agency received an Unmodified Opinion, with no disagreements with management, no material weaknesses, and one deficiency related to capitalization. He said that the record-keeping and interaction with staff was excellent.

Ken Spray reviewed the expenses for Salary and Benefits and Repairs and Maintenance.

The Board asked a few questions regarding net position, pension liability, long-term obligations, and CalPERS actuarial evaluations for OPEB.

Commissioner Bushey said that it is critical for the Agency to have accurate depreciation and capitalization data for long-term assets.

GM Dow concurred, and said staff will review the current fixed asset schedule.

Comments from the Public

There were no members of the public in attendance.

ACTION: Commissioner Kelly moved to accept the Agency's FY20 audited financial statements; second, Commissioner DiGiovanni.

VOTE: The item was passed unanimously by roll call vote.

AYES: Beckman, Boorstein, Bushey, DiGiovanni, Kelly

NAYS: None

ABSTAIN: None

DIRECTION: Staff to review the fixed assets schedule and identify significant capital projects whose total project cost was recorded as a lump sum and provide a report to the Board prior to the FY21 audit.

The Board thanked Mr. Cropper for the presentation, and he left the meeting.

**6. Cogeneration System Installation Project – Construction Contract Award 00:41:36
(CMSA Contract No. 21-05)**

GM Dow said the Board adopted the Cogeneration System Installation Project contract documents and authorized the General Manager to advertise the Project for public bidding at the September 2020 meeting. He said six responsive bids were received and reviewed by staff, and the lowest, responsive, responsible bidder is GSE Construction Company for the bid amount of \$3,583,800. He said the Capital Improvement Program allocates a total of \$5,048,000 for Project construction in FY21 and FY22, and GSE's bid is \$2,116,200 (37%) below the Engineer's Estimate. He said if the construction contract is awarded, the Award Notice will be issued to GSE, and the Notice to Proceed for the construction work will be issued by early December with anticipated project completion by January 2022.

Commissioner Kelly said he was happy to see local contractors bidding.

Commissioner Bushey asked what the reasoning was behind the Engineer's Estimate being 37% higher than the winning bid.

GM Dow said that staff talked with Carollo Engineers after the bid opening and they responded that some of their cost contingencies were too high and their estimating staff made some errors. He said that in the future staff will see that the Engineer's Estimates are more carefully prepared and evaluate them more thoroughly.

Comments from the Public

There were no members of the public in attendance.

ACTION: Commissioner DiGiovanni moved to award the construction contract for the Cogeneration System Installation Project to GSE Construction Company for \$3,583,800, and authorize the General Manager to execute the contract agreement; second, Commissioner /Beckman.

VOTE: The item was passed unanimously by roll call vote.

AYES: Beckman, Boorstein, Bushey, DiGiovanni, Kelly

NAYS: None

ABSTAIN: None

**7. Cogeneration System Installation Project – Engineering Services 00:52:55
During Construction**

GM Dow said that the Agency and Carollo Engineers entered into a Professional Services Agreement in June 2019 to assist CMSA in evaluating, selecting, and pre-purchasing a new cogeneration system, and to prepare a final design and to provide bid period engineering services for the Cogeneration System Installation Project. He said the proposed Amendment No. 3 is for

engineering services during the construction phase of the project, and has a fee allowance of \$200,157 for twelve specific tasks.

Commissioner DiGiovanni asked if there will be an RFQ for Construction Management Services.

GM Dow responded that Agency staff will act as construction manager, and an RFQ has been sent out to several local CM firms to support staff with certain tasks and activities. He said staff will prepare a Professional Services Agreement with the selected firm for presentation to the Board for consideration of approval in the December meeting.

Comments from the Public

There were no members of the public in attendance.

ACTION: Commissioner Bushey moved to approve Amendment No. 3 with Carollo Engineers in the amount of \$200,157 to provide engineering services during construction for the Cogeneration System Installation Project, and authorize the General Manager to sign it; second, Commissioner Kelly.

VOTE: The item was passed unanimously by roll call vote.

AYES: Beckman, Boorstein, Bushey, DiGiovanni, Kelly

NAYS: None

ABSTAIN: None

8. Process Piping Inspection Project – Status Report

00:57:46

GM Dow said that in February 2020, the Board approved hiring the specialized consulting/inspection firm, JDH Corrosion, to assess the condition of several process pipelines throughout the treatment plant. He said that JDH completed nearly all of the planned process pipeline inspections, but due to standing water within the 30" Secondary Influent pipeline, its internal inspection will be postponed until Spring 2021 to align with Secondary Clarifier No. 3 Rehabilitation project. GM Dow briefly reviewed the staff report summary of the inspection findings to date, and said overall the pipelines are in good condition.

This item was informational, and no action was taken by the Board.

Comments from the Public

There were no members of the public in attendance.

9. Development of the Agency's Next 5-year Strategic Business Plan

01:03:12

GM Dow said that in July 2016, the Board adopted CMSA's current 5-year Strategic Business Plan for FY17-21, and over the past several years the Agency's Strategic Planning Committee has successfully administered and directed the development, implementation, and reporting of annual Business Plan activities to support the SBP. He said that staff proposes to use the same format as the 2016 SBP for the Agency's next SBP, and reviewed the process steps as presented in the staff report. He said that staff recommends Michele Pla as the plan facilitator. He said she has worked with many wastewater utilities around the country on operational, administrative, management, and planning projects, and expects that she will be an exceptional facilitator.

Commissioner Kelly asked about the facilitator's fee.

GM Dow said that the exact scope of work is being developed, and a similar project in 2016 was \$24,000. He said a scope of work and contract is planned to be brought to the Board for consideration of approval at the December meeting.

Commissioner Bushy asked that the facilitator focus on major strategic objectives and synthesizing of concepts.

Comments from the Public

There were no comments from the members of the public.

ACTION: Commissioner Bushey moved to authorize the General Manager to prepare a professional service agreement with EPC Consultants to facilitate development of the Agency's next 5-year Strategic Business Plan; second, Commissioner DiGiovanni.

VOTE: The item was passed unanimously by roll call vote.

AYES: Beckman, Boorstein, Bushey, DiGiovanni, Kelly

NAYS: None

ABSTAIN: None

10. November Informational Items

01:10:35

GM Dow pointed out item G, the *IT Vulnerability Management and Assessments* memo prepared by Tuomas Groves, that shows the current security procedures and practices put in place at the Agency.

Commissioner DiGiovanni was impressed with the memo, and said that this type of report would be appropriate for inclusion in the regular agenda.

GM Dow said that he would ask Mr. Groves to prepare a presentation for the February or March meeting on IT security assessment and vulnerability topics.

This item was informational and no action was taken by the Board.

11. North Bay Watershed Association (NBWA) Report

01:14:14

Commissioner Boorstein said that he attended the November 6, 2020 NBWA Board meeting, and that there was an excellent presentation by Jay Jasperse, Chief Engineer, Sonoma Water, and Roger Leventhal, Senior Engineer, County of Marin, on the San Francisco Bay Area Advanced Quantitative Precipitation Information System (AQPI) and Benefits to Rainfall-Based Flood Warning System in Marin County.

12. Oral Reports by Commissioners/General Manager

01:18:28

GM Dow referred to his handout and reported:

- Sandi Batis, a long-time Operator, is retiring; recruitment for an OIT is in process and 164 applications have been received.
- Gave a tour to TAM staff and consultants (Steve Kinsey, TAM PM, CalTrans, and Kimley Horn) on 10/22 to show the impacts to Agency property and facilities with the Andersen hillside highway connector alternatives.

- Participated in TAM tour of MSS property to see impacts to its property and operations, including relocation of public storage units and a soil processing area, and the future location for a biomass processing facility.

13. Next Scheduled Meeting

01:22:20

The next regular Board meeting is Tuesday, December 8, 2020 at 7:00 p.m. by Zoom Conference.

Chair Boorstein adjourned the meeting at 8:24 p.m.

Respectfully submitted,

Kate Brouillet, Recording Secretary

Dean DiGiovanni, Secretary

DRAFT

Central Marin Sanitation Agency
Treasurer's Report
For the Month of November 2020

4b

I. Accounts Summary: Bank & Investment Accounts

Summary of Cash & Investment Accounts

	<u>Account Type</u>	
Westamerica Bank - See Account Activity Below	Operating	\$ 106,866.14
Local Agency Investment Fund (LAIF) - See Schedule of Investments	Investment	18,578,538.90
California Asset Management Program (CAMP) - See Schedule of Investments	Investment	380,987.72
Total Cash & Investment Accounts: Ending Balance on November 30, 2020		\$ 19,066,392.76

II. Operating Account Activity for Westamerica Bank

Beginning Balance on November 1, 2020 1,741,806.06


Cash Receipts (Deposits into Westamerica):

JPA Service Charges (FY21 Q2: SRSD)	1,349,306.68
Permit and Inspection Fees	439.64
LGVSD - Pollution Prevention & FOG (FY21 1Q: July-September)	4,644.23
RVSD - FOG Program (FY21 1Q: July-September)	5,651.63
TCSO - FOG Program (FY21 1Q: July-September)	792.06
SD#2 FOG Program (FY21 1Q: July-September)	4,816.04
Revenue from Haulers & RVs	3,799.24
Revenue from Organic Waste Programs	150.00
SQSP Wastewater Services Contract (FY21: September)	132,683.00
Marin Airpporter Property Use (FY21: November)	5,400.00
Marin Clean Energy electricity generation revenue September 2020 (49.013 MWh @ \$105/MWh)	5,146.36
Interest Income: CalCARD Incentive Payment	0.25
Total Cash Receipts	\$ 1,512,829.13

Cash Disbursements (Withdrawals from Westamerica):

November 2020 Operating account disbursements register (see attached)	\$756,905.83
Regular Payroll paid 11/06/20	157,258.56
Regular Payroll paid 11/20/20	158,200.64
Transfers to EFTPS Federal Payroll Taxes (11/09, 11/11, 11/25)	74,979.66
Transfers to LAIF (FY21 Q2: JPA Payments)	2,000,000.00
Bank Fee	424.36
Total Cash Disbursements	\$3,147,769.05
Ending Balance on November 30, 2020	\$ 106,866.14

Prepared by: 
Kenneth Spray, Administrative Services Manager

Reviewed by: 
Jason Dow, General Manager

Central Marin Sanitation Agency
Operating Account Disbursements Register
For the Month of November 2020

Check Number	Date	Vendor/Payee	Amount	Description
2020254				Last check from prior month's register
2020255	11/02/2020	Byron Jones	249.15	Reimbursement for retiree health benefits by check, November 2020
2020256	11/02/2020	Phillip Frye	212.39	Reimbursement for retiree health benefits by check, November 2020
2020257	11/05/2020	Airgas USA, LLC	172.56	Argon gas disposal
2020258	11/05/2020	Aquadyne Associates	368.91	Float switches
2020259	11/05/2020	Brandon Tire	486.28	Agency vehicle tires and tire repairs (3 invoices)
2020260	11/05/2020	CAL-CARD	7,423.62	State of California Purchase Card, September 2020
2020261-2	11/05/2020	VOID	-	Additional pages required for stub
2020263	11/05/2020	California Public Employee	3,584.00	Reimbursement for retiree health benefits by check, November 2020
2020264	11/05/2020	CASA	17,100.00	Annual membership renewal, 01/01-12/31/2021
2020265	11/05/2020	Denali Water Solutions	13,062.58	Biosolids hauling, September 2020 (2 invoices)
2020266	11/05/2020	Flyers Energy LLC	650.08	Cogeneration engine coolant (2 invoices)
2020267	11/05/2020	Fort Bragg Electric	10,307.49	SQPS Maint: SQPS MCC and Controls Replacement project, final payment (Note B)
2020268	11/05/2020	Frontier Analytical Lab.	900.00	NPDES permit PCB testing
2020269	11/05/2020	Grainger	10,621.08	Gallery C replacement sump pumps (2); extension ladder, water heater, grease gun, anti-static door strips, and misc. maintenance supplies (32 invoices)
2020270-1	11/05/2020	VOID	-	Additional pages required for stub
2020272	11/05/2020	Harrington Industrial Plastics	1,305.07	Pulsation dampeners for disinfection pumps
2020273	11/05/2020	Horizon Dist. Inc	462.70	Fertilizer for landscaping
2020274	11/05/2020	Katherine Brouillet	60.06	Employee Expense Reimb: Break room supplies
2020275	11/05/2020	Marin County Tax Collector	1,325.50	Legal services: General Counsel, July-September 2020
2020276	11/05/2020	Marin Municipal Water District	2,877.42	Water and fire line service, October 2020 (4 invoices)
2020277	11/05/2020	Marin Resource Recovery Center	43.00	Trash disposal
2020278	11/05/2020	Muniquip, Inc.	2,619.66	Mixing pump and parts for Pilot Digester
2020279	11/05/2020	North Bay Watershed Assoc.	4,448.37	Annual membership fee for FY21
2020280	11/05/2020	P.G. & E.	6,641.13	Electricity service, 09/15-10/14/2020
2020281	11/05/2020	Pac Machine Co. Inc.	1,603.21	Pump rental for pipeline inspection
2020282	11/05/2020	Pace Supply Corp.	50.94	Plumbing parts
2020283	11/05/2020	Petaluma Mechanical Inc	4,734.00	Gas dryer compressor replacement
2020284	11/05/2020	Polydyne, Inc.	54,939.58	Clarifloc polymer (1 delivery)
2020285	11/05/2020	SPURR	6,831.95	Natural gas supply, September 2020
2020286	11/05/2020	Tri-Power Trading Co Inc	5,440.00	Spark plugs for cogeneration engine
2020287	11/05/2020	Two Rivers Terminal LLC	9,926.59	Calcium nitrate (1 delivery)
2020288	11/05/2020	Fort Bragg Electric	4,675.76	SQPS Maint: SQPS MCC and Controls Replacement Project, release of retainage (Note B)
2020289	11/06/2020	Navia Benefit Solutions	893.73	Flexible spending account, PPE 10/31/2020
2020290	11/06/2020	SEIU Local 1021	1,135.01	Union dues, PPE 10/31/2020
2020291	11/10/2020	APGN Inc.	436.00	Blower filter
2020292	11/10/2020	Aramark Uniform Services	1,622.96	Uniform service, September 2020
2020293	11/10/2020	ChemStation of Northern Cal.	3,116.20	Odor control masking agent
2020294	11/10/2020	Cropper Accountancy Corp.	5,078.00	Prof Svcs: Auditing Services for FY20, final payment
2020295	11/10/2020	EDIS	965.00	Dental claim payments, October 2020
2020296-8	11/10/2020	VOID	-	Additional pages required for stub
2020299	11/10/2020	Evoqua Water Tech LLC	10,786.95	Hydrogen peroxide (1 delivery); DI water for laboratory (2 invoices)
2020300	11/10/2020	Hagel Supply Co.	582.92	Utility and janitorial supplies (2 invoices)
2020301	11/10/2020	Harrington Industrial Plastics	917.13	Piping and equipment for digester ferric chemical piping, and misc. plumbing supplies (2 invoices)
2020302	11/10/2020	Home Depot Credit Services	293.09	Painting and laboratory supplies, October 2020
2020303	11/10/2020	IDEXX Distribution Inc	3,547.67	Microbiology testing supplies for laboratory (4 invoices)
2020304	11/10/2020	IEDA, Inc.	867.00	Labor relations consulting, November 2020
2020305	11/10/2020	JDH Corrosion Consultants, Inc.	46,216.50	Prof Svcs: Process Piping Inspection, payment #1, October 2020
2020306	11/10/2020	Kone Inc	153.94	Elevator service, November 2020
2020307	11/10/2020	Lubrication Engineers, Inc.	437.10	Grease
2020308	11/10/2020	Lystek International LTD	6,533.05	Biosolids beneficial reuse fee, October 2020
2020309	11/10/2020	Marin Office Supply	408.90	Office supplies, October 2020
2020310	11/10/2020	Marketing Machine	8,000.00	Pub Ed Program: Video series production, final payment (Note B)
2020311	11/10/2020	Michael Foster	3,278.59	SD2 PS Maint: Saba and Trailer Court valves (Note B)
2020312	11/10/2020	P.G. & E.	79.41	Electricity for SQJB station, 09/18-10/19/2020
2020313	11/10/2020	Rock Steady Juggling	1,200.00	Pub Ed Program: Virtual outreach at three schools (Note B)
2020314	11/10/2020	Roy's Sewer Service, Inc.	2,500.00	Organic Waste Receiving Facility quarterly cleaning

Central Marin Sanitation Agency
Operating Account Disbursements Register
For the Month of November 2020

Check Number	Date	Vendor/Payee	Amount	Description
2020315	11/10/2020	Super Bright Leds, Inc	44.81	FY21 CIP lighting replacement supplies
2020316	11/10/2020	Thomas Fish Company	291.50	Rainbow trout for monthly bioassay testing, June & October 2020 (2 invoices)
2020317	11/10/2020	Two Rivers Terminal LLC	19,758.95	Calcium nitrate (2 deliveries)
2020318	11/10/2020	Univar USA Inc	10,853.36	Sodium hypochlorite (3 deliveries)
2020319	11/10/2020	West Yost Water Engineered	3,140.00	Prof Svcs: RAS Pumps Replacement Project - Engineering Services, 09/05-10/09/2020
2020320	11/13/2020	Aramark Uniform Services	1,252.39	Uniform service, October 2020
2020321	11/13/2020	Chemurgic Agricultural	5,425.70	Sodium bisulfite (1 delivery)
2020322	11/13/2020	Comcast	195.01	Internet service, 11/04-12/03/2020
2020323	11/13/2020	Flyers Energy LLC	3,290.12	Gasoline fuel resupply
2020324	11/13/2020	Kaman Industrial Technologies	5,151.27	SQPS Maint: Replacement gearbox for auger system (Note B)
2020325	11/13/2020	Marin Independent Journal	527.24	Subscription renewal
2020326	11/13/2020	Marin Sanitary Service	4,260.87	Rag bin disposal, October 2020
2020327	11/13/2020	Navia Benefit Solutions	56.65	Participant fee, October 2020
2020328	11/19/2020	VOID	-	Check cancelled
2020329	11/13/2020	Starwind Software, Inc	780.00	Annual membership for remote IT storage service
2020330	11/13/2020	Thatcher Company of	8,107.70	Ferric chloride (1 delivery)
2020331	11/13/2020	Underground Service Alert	596.24	Annual membership fee (Note B)
2020332	11/13/2020	Univar USA Inc	3,664.77	Sodium hypochlorite (1 delivery)
2020333	11/13/2020	Waste Management	7,811.40	Biosolids disposal, October 2020
2020334	11/13/2020	Wells Fargo Vendor	755.94	Lease payment for three printer/copiers, 11/20-12/19/2020
2020335	11/13/2020	Department of Consumer Affairs	375.00	CPA license renewal, 11/01/2021-11/01/2022, one employee
2020336	11/13/2020	Jason Dow	2,460.09	Vacation hours pay-out
2020337	11/19/2020	AT&T Dataplan	471.55	Fax and emergency phone service, 11/02-12/01/2020
2020338	11/19/2020	Automation Direct Co., Inc.	1,363.86	Circuit breakers, converters, fuses, and cable (6 invoices)
2020339	11/19/2020	Brandon Tire	178.03	Agency vehicle tire repairs
2020340	11/19/2020	California Public Employee	3,584.00	Reimbursement for retiree health benefits by check, November 2020
2020341	11/19/2020	Calmat Co./Shamrock Materials	76.21	Propane
2020342	11/19/2020	CWEA TCP	970.00	Certificate renewals and membership fees, five employees
2020343	11/19/2020	ERA, A Waters Company	383.18	Testing supplies for laboratory
2020344	11/19/2020	Everfi Inc	2,500.02	Staff training portal; final payment for 3-year contract
2020345	11/19/2020	Evoqua Water Tech LLC	313.79	DI water for laboratory
2020346	11/19/2020	FactoryMation	466.00	Stainless steel motor
2020347	11/19/2020	Fastenal Company	226.93	Maintenance vending machine replenishment, October 2020
2020348	11/19/2020	Fisher Scientific	2,244.05	Solutions, chemicals, vials, buffers, and gloves for laboratory, October 2020
2020349	11/19/2020	Harrington Industrial Plastics	293.44	Piping and equipment for digester ferric chemical piping, and misc. plumbing supplies (2 invoices)
2020350	11/19/2020	Horizon Dist. Inc	8.27	Sprinkler parts
2020351	11/19/2020	Inductive Automation	4,416.00	SCADA support contract annual renewal
2020352	11/19/2020	Jackson's Hardware	504.99	Painting, landscaping, and laboratory supplies, October 2020 (5 invoices)
2020353	11/19/2020	Kaman Industrial Technologies	3,658.43	Grit classifier hydraulic hopper cylinder
2020354	11/19/2020	Koff & Associates, Inc.	2,250.00	OIT recruitment, payment #2
2020355	11/19/2020	Luis Rubio	179.84	Employee Expense Reimb: Safety shoes
2020356	11/19/2020	Marin Color Service	439.43	Safety yellow paint and misc. painting supplies, October 2020 (2 invoices)
2020357	11/19/2020	Marin Resource Recovery Center	53.00	Decommissioned sodium hypochlorite tank disposal
2020358	11/19/2020	McMaster-Carr Supply Co.	4,771.87	Parts for Ferric pump and odor mister, cogged V-belts, pressure gauge, and misc. welding, maintenance, and electrical, supplies (22 invoices)
2020359	11/19/2020	VOID	-	Additional pages required for stub
2020360	11/19/2020	Michael Foster	3,047.64	Check valves (2)
2020361	11/19/2020	Northern Tool & Equipment	39.99	Annual Advantage membership fee
2020362	11/19/2020	Platt	523.05	Conduit, fittings, and fuses, October 2020 (4 invoices)
2020363	11/19/2020	Praxair Distribution, Inc.	468.70	Oxygen tank refill
2020364	11/19/2020	Rockwell Solutions	20,145.12	Mixing pumps for Organic Waste Receiving Facility (2)
2020365	11/19/2020	Super Bright Leds, Inc	419.41	FY21 CIP replacement lighting supplies
2020366	11/19/2020	VWR International	535.25	Nitrile gloves, filters, DI water for laboratory (4 invoices)
2020367	11/19/2020	Western Exterminator Co. Inc.	188.50	Pest control, October 2020
2020368	11/19/2020	Woodland Center Auto Supply	1,358.29	Agency fleet maintenance, September-October 2020 (13 invoices)
2020369	11/20/2020	Navia Benefit Solutions	893.73	Flexible spending account, PPE 11/14/2020
2020370	11/20/2020	SEIU Local 1021	1,135.01	Union dues, PPE 11/14/2020
2020371	11/19/2020	CWEA TCP	192.00	Certificate renewal and membership fee, one employee

Central Marin Sanitation Agency
Operating Account Disbursements Register
For the Month of November 2020

Check Number	Date	Vendor/Payee	Amount	Description
2020372	11/19/2020	Environmental Express Inc.	444.82	Filters for laboratory
2020373	11/19/2020	Hach Company	6,301.83	Vials, disposal kits, pH sensors and replacements, pipettes, buffers, solutions, and chemicals (10 invoices)
2020374	11/19/2020	Synagro West, Inc.	3,850.00	Biosolids land application, October 2020
2020375	11/19/2020	Univar USA Inc	3,663.54	Sodium hypochlorite (1 delivery)
2020376	11/19/2020	Water Components & Bldg. Supp.	251.51	Misc. plumbing parts (2 invoices)
2020377	11/20/2020	Marin Honda	29,440.62	Replacement Agency vehicle: 2020 Honda CR-V Hybrid
2020378	11/20/2020	Toyota Material Handling	33,913.55	Replacement forklift
2020379	11/20/2020	CAL-CARD	10,386.69	State of California Purchase Card, October 2020
2020380-2	11/20/2020	VOID	-	Additional pages required for stub
TOTAL - CHECKS			497,523.38	

Payments by Bank Draft:

Date	Vendor/Payee	Amount	Description
11/06/2020	Cal Public Employee Retirement	67,811.89	Medical insurance
11/10/2020	CalPERS	41,957.25	Retirement pension contribution: Agency and employees, PPE 10/31/2020 (Note C)
11/20/2020	CalPERS	41,798.25	Retirement pension contribution: Agency and employees, PPE 11/14/2020 (Note C)
11/10/2020	Employment Development Department	13,838.45	State and SDI Taxes, PPE 10/31/2020
11/27/2020	Employment Development Department	13,839.42	State and SDI Taxes, PPE 11/14/2020
11/13/2020	Employment Development Department	37.70	State and SDI Taxes 3rdQuarterly
11/06/2020	ICMA Retirement Trust-457	1,850.00	Deferred compensation contributions, PPE 10/31/2020 (Note A)
11/20/2020	ICMA Retirement Trust-457	1,850.00	Deferred compensation contributions, PPE 11/14/2020 (Note A)
11/10/2020	Lincoln Financial Group	2,680.52	Life insurance
11/06/2020	Nationwide Retirement	17,731.35	Deferred compensation and MARA contributions, PPE 10/31/2020 (Note A)
11/20/2020	Nationwide Retirement	17,733.80	Deferred compensation and MARA contributions, PPE 11/14/2020 (Note A)
11/10/2020	Vision Service Plan -(CA)	961.82	Vision insurance
TOTAL - BANK DRAFTS		222,090.45	

Payments by Automatic Clearing House:

Date	Vendor/Payee	Amount	Description
11/03/2020	Payments to 26 retirees	6,989.56	Reimbursement for retiree health benefits
11/05/2020	Tyler Technologies Inc	6,727.50	Implementation consultant fees, September-October 2020
11/06/2020	Public Agency Retirement Svcs	263.00	Retirement pension contribution: part-time and internship employees, PPE 10/31/2020 (Note C)
11/12/2020	Nitel Inc	1,305.00	Primary telephone and internet service, October 2020
11/16/2020	Carollo Engineers, Inc.	8,862.00	Prof Svcs: Cogeneration Engine Installation Project, October 2020
11/16/2020	Tyler Technologies Inc	9,356.00	Implementation consultant fees, May-June 2020
11/20/2020	Tyler Technologies Inc	2,080.00	Implementation consultant fees, October 2020
11/20/2020	Public Agency Retirement Svcs	358.94	Retirement pension contribution: part-time and internship employees, PPE 11/14/2020 (Note C)
TOTAL - ACH		35,942.00	

Board Member Compensation:

Date	Vendor/Payee	Amount	Description
11/16/2020	Dean DiGiovanni	225.00	Stipend for 11/10/2020 Regular Board meeting
11/16/2020	Douglas T Kelly	225.00	Stipend for 11/10/2020 Regular Board meeting
11/16/2020	Eli H. Beckman	225.00	Stipend for 11/10/2020 Regular Board meeting
11/16/2020	Maribeth Bushey	225.00	Stipend for 11/10/2020 Regular Board meeting
11/16/2020	Michael Owen Boorstein	450.00	Stipend for 11/10/2020 Regular Board meeting and 11/6/2020 NBWA Board meeting
TOTAL - BOARD MEMBER COMPENSATION		1,350.00	

GRAND TOTAL	756,905.83
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Notes:

- A: Not an Agency Expense. Expense funded through Payroll deduction.
- B: Not an Agency Expense. CMSA will be reimbursed for this expense.
- C: CMSA is partially reimbursed for this expense per Employee Labor Agreements.

**CENTRAL MARIN SANITATION AGENCY
SCHEDULE OF INVESTMENTS
As of the Month Ended November 30, 2020**

Description	Book Value	Market Value (1)	% Portfolio	Projected Year End
I. Pooled Short-Term Investments (maturity < 1 year) with:				
CAMP Cash Reserve Pool: .14% at 11/30/20	\$ 380,987.72	\$ 380,987.72	2.0%	
Local Agency Investment Fund (LAIF): .62% at 10/31/20	18,578,538.90	18,578,538.90	98.0%	
Total short-term investments with CAMP and LAIF	\$ 18,959,526.62	\$ 18,959,526.62	100.0%	
II. Designations of Pooled Short-Term Investments:				
Current Operating Fund (2)	\$ 3,438,565.12	\$ 3,438,565.12	18.1%	
Operating Reserve (Unrestricted) (3)	3,267,204.50	3,267,204.50	17.2%	\$ 3,267,205
Capital Reserves (Restricted) (4)	2,060,346.00	2,060,346.00	10.9%	\$ 7,210,552
Capital Reserves (Unrestricted) (5)	9,693,411.00	9,693,411.00	51.1%	\$ 6,763,503
Contingency and Emergency Reserve (Unrestricted)	500,000.00	500,000.00	2.6%	\$ 500,000
Total designations of pooled short-term investments	\$ 18,959,526.62	\$ 18,959,526.62	100.0%	

NOTES:

- (1) Market values are per the fiscal agent's respective monthly statements
- (2) Current operating fund is residual of other designations
- (3) Operating reserves calculated at 25% operating budget

- (4) Includes capacity charges and debt service coverage
- (5) Includes capital fee charges

Statement of Compliance

The above portfolio of investments is in compliance with the Agency's investments policy, adopted annually, and California Government Code Section 53601, authorized investments, and 53646, investments policy. In addition, the Agency does have the financial ability to meet its cash flow requirements for the next six months.


Kenneth Spray, CPA
Administrative Services Manager

CENTRAL MARIN SANITATION AGENCY
CAPITAL RESERVES SUMMARY FOR THE SCHEDULE OF INVESTMENTS

Year-to-Date as of the Month Ended November 30, 2020

	Monthly Amounts Received (Used)	YTD Amounts Received (Used)
Restricted Capital Reserves Sources and Uses		
Capacity charges revenue	\$ -	\$ 946,229
Debt coverage collection revenue	-	809,551
	<hr/>	<hr/>
Total restricted capital reserve funding sources	-	1,755,780
Capacity charges usage for capital (1st)	(192,323)	(687,268)
Debt coverage usage for capital (2nd)	-	-
	<hr/>	<hr/>
Total restricted capital reserve uses	(192,323)	(687,268)
Net change		1,068,512
Balance - beg of year		991,834
Balance - end of month/year		<u>\$ 2,060,346</u>
 Unrestricted Capital Reserves Sources and Uses		
Capital fee revenue	\$ -	\$ 626,000
Unrestricted operating-reserve-transfer-in	-	-
SRF/FEMA cost reimb proceeds received	-	-
	<hr/>	<hr/>
Total unrestricted capital reserve funding sources	-	626,000
Capital fee usage to fund CIP (3rd)	-	-
Unrestricted capital reserve draw (4th)	-	-
Short-term cash flow balancing	-	-
	<hr/>	<hr/>
Total unrestricted capital reserve uses	-	-
Net change		626,000
Balance - beg of year		9,067,411
Balance - end of month/year		<u>\$ 9,693,411</u>
 Total capital reserve balances		 <u>\$ 11,753,757</u>
 Total approved CIP budget		 \$ 8,559,701
Total CIP funded from capital reserve sources		<u>(687,268)</u>
Total approved capital budget remaining		<u>\$ 7,872,433</u>



BOARD MEMORANDUM

December 3, 2020

To: CMSA Commissioners and Alternates

From: Chris Finton, Treatment Plant Manager

Approved: Jason Dow, General Manager

Subject: November 2020 NPDES Permit Compliance, Treatment Process, and Maintenance Activities Report

Recommendation: Accept the November 2020 NPDES Permit Compliance, Treatment Process, and Maintenance Activities Report.

I. NPDES Permit Compliance

Our NPDES permit testing for November showed that the CMSA treatment plant effluent was in compliance with all permit limits. The Monthly Compliance Summary Table shows the results by permitted parameter, the sample’s frequency, the sample results, and the permit limit. We successfully passed the November 96-hour flow-through bioassay test. CMSA’s NPDES permit specifies quarterly monitoring for enterococcus bacteria and for each wet-weather blend event to verify compliance with established effluent limits. The enterococcus geometric mean this past quarter was 9.8 MPN, well below the 35 MPN permit limit.

II. Influent Flow

November in central Marin County saw daytime temperatures in the mid 60’s down to lows in the mid 30’s, all driven by a high-pressure weather system sitting over California. It also marked the first significant rain event of the season; 0.40 inches of rain was recorded at the Agency’s rain gauge. The treatment plant’s average daily influent flow was 9.2 MGD.

The CMSA treatment plant and each satellite collection agency’s daily average and total monthly influent flows are shown in the table below:

November Monthly Influent Flows	San Rafael (SRSD)	Ross Valley (RVSD)	San Quentin (SQSP)	Corte Madera (SD#2)	CMSA Plant Total
Average Daily (MGD)	3.44 MGD	4.24 MGD	0.58 MGD	0.89 MGD	9.2 MGD
Total for Month (MG)	103.2 MG	127.1 MG	17.5 MG	26.8 MG	274.6 MG
Percent of Flow	38.3 %	43.4%	7.3 %	11.0 %	100 %

III. Treatment Process

A small and brief mid-month rain event required Operators to place additional primary clarifiers into service briefly and then remove them from service a few days later in order to maintain the proper amount of treatment equipment online for facility influent flows. Additionally, staff removed aeration basin No. 3 and secondary clarifier No. 1 to balance out the flows within the secondary treatment system. Staff received, installed, and was trained on a new microscope which will be used to determine the amount and age of the activated sludge inside the secondary system. This microscope is also linked with our Water Information Management software (WIMS) which means that process data and pictures of our mixed liquor/activated sludge is now captured automatically for historical purpose.

The Mixed Liquor Suspended Solids (MLSS) inventory averaged 890 mg/l in November, an 18.3% increase in inventory from last month. The solids inventory is in alignment with our target Mean Cell Residence Time (MCRT) of 2.75 days.

Graph #3 shows the coliform most probable number (MPN), which represents the effectiveness of the disinfection process. All 13 coliform samples collected in November were well below our daily permit limit of 10,000 MPN and below our monthly KPI of 30 MPN. The total coliform monthly geometric mean for November was 2.5 MPN, below our permit's monthly limit of 240 MPN.

Graph #4 shows the Total Suspended Solids (TSS), which is a good indicator of the effluent quality. The TSS monthly average in November was 6.5 mg/l, which is 43.3% of our Key Performance Indicator (KPI) of 15 mg/l, and is 21.6% of our permit's monthly average limit of 30 mg/l.

IV. Maintenance Activities

The cogeneration system produced 98.5% of the Agency's power in November, and MCE supplied the balance. The generator, as indicated on Graph #8, ran without interruption for the entire month.

The majority of November's work activities were spent performing annual process equipment preventative maintenance. In addition, technicians completed a planned project to replace the seals and bearings on Centrifuge No. 2, replaced two check and isolation valves on RAS pump No. 8, replaced corroded hydraulic valves and fittings on grit tank No. 3 in the Headworks, replaced the impeller in mixing pump No. 1 at the Organic Waste Receiving Station, installed a new compressor and pulley onto the biogas dryer skid, and replaced the final four motor operated valves attached to the hypochlorite storage tanks. Utility staff cut up and disposed of a decommissioned hypochlorite storage tank, completed a painting project in gallery C, completed a small landscaping clean-up project near both Agency storage annexes, and fertilized and winterized the foliage in and around the Administration Building.

Attachment: November 2020 NPDES Permit Compliance, Treatment Process, and Maintenance Activities Report

NPDES Permit Compliance, Treatment Process, and Maintenance Activities Report

November 2020



Picture 1: Staging equipment for the primary influent channel clean-up as part of the headworks channel blower efficiency study.



Picture 2: Contractors performing entry to clean the primary clarifier influent channel.



Picture 3: Grit / sand removed from the primary clarifier influent channel.

Influent Channel Cleaning in Preparation for a Grit Deposition Study

Monthly Compliance Summary Table

Central Marin Sanitation Agency

November, 2020

Final Effluent Monitoring

Parameter	Frequency	Units	Results	Limit
Carbonaceous BOD Highest Weekly Average	Weekly	mg/L	7.3 ^(a)	Maximum 40
Carbonaceous BOD Monthly Average	Monthly	mg/L	6.1 ^(a)	Maximum 25
Carbonaceous BOD Monthly Removal Rate	Monthly	%	98.3 ^(a)	Minimum 85
Total Suspended Solids Highest Weekly Average	Weekly	mg/L	7.4	Maximum 45
Total Suspended Solids Monthly Average	Monthly	mg/L	6.5	Maximum 30
Total Suspended Solids Monthly Removal Rate	Monthly	%	98.9	Minimum 85
Chlorine Residual Instant Limit	Instant	mg/L	ND	Maximum 0.0
Ammonia Monthly Average	Monthly	mg/L	35.7	Maximum 60
Ammonia Maximum Daily	Daily	mg/L	38.4	Maximum 120
pH Lower Limit	Continuous	SU	6.8	Minimum 6
pH Upper Limit	Continuous	SU	7.4	Maximum 9
Bacteriological Analysis				
Total Coliform Monthly Geometric Mean	3 X Week	MPN/100mL	2.5 ^(a)	Maximum 240
Total Coliform Daily Maximum	3 X Week	MPN/100mL	13.0	Maximum 10,000
Enterococcus Quarterly Geometric Mean	Quarterly	MPN/100mL	9.8	Maximum 35
Flow Through Bioassay				
Acute Toxicity 11 Sample 90th Percentile	Monthly	% survival	100	Minimum 70
Acute Toxicity 11 Sample Median	Monthly	% survival	100	Minimum 90
Metals Analysis				
Copper Daily Limit	Monthly	ug/L	8.5	Maximum 85
Copper Monthly Average	Monthly	ug/L	8.5	Maximum 49
Cyanide Daily Limit	Monthly	ug/L	J2.0	Maximum 41
Cyanide Monthly Average	Monthly	ug/L	J2.0	Maximum 21
Mercury Weekly Average	Weekly	ug/L	0.0034	Maximum 0.072
Mercury Monthly Average	Monthly	ug/L	0.0034	Maximum 0.066
Mercury Monthly Loading	Monthly	kg/mo	0.00265	
Mercury Annual Loading (watershed permit)	Jan-Dec	kg/yr	0.03613	Maximum 0.11
Permit Analysis				
Dioxin - Total Equivalents (TEQ) Daily Maximum	1/Permit Cycle	ug/L	*	Maximum 2.8E-08
Dioxin - Total Equivalents (TEQ) Monthly Average	1/Permit Cycle	ug/L	*	Maximum 1.4E-08
Polychlorinated Biphenyls (PCBs) Daily Limit	1/Permit Cycle	ug/L	*	Maximum 0.017
Polychlorinated Biphenyls (PCBs) Monthly Limit	1/Permit Cycle	ug/L	*	Maximum 0.012
Semiannual and Quarterly Analysis				
Oil and Grease Daily Limit	Semiannual	mg/L	ND	Maximum 20
Oil and Grease Monthly Average	Semiannual	mg/L	ND	Maximum 10
Chronic Bioassay Toxicity	Quarterly	Tuc	ND	Maximum 20
Chronic Bioassay Toxicity (3 sample median)	Quarterly	Tuc	ND	Maximum 10
Flow Analysis	Daily Max	Hourly Max	5 minute Max	Monthly Average
Effluent Flow	11.4	15.0	16.0	7.2
Influent Flow	15.6	19.5	23.2	9.2
# Days Blended				0

* Monitoring Not Required This Month ND = None Detected X = Data not available at report time J = Detected but not Quantified

^(a): Data was not available at the time of report publication.

Glossary of Terms NPDES Permit Compliance Summary Table

- **Ammonia:** CMSA’s NPDES permit requires that we analyze the final effluent for ammonia due to its toxicity to aquatic organisms and potential for providing nutrients to algae in the San Francisco Bay. The permit has a maximum daily limit of 120 mg/L and a monthly average limit of 60 mg/L. The maximum daily limit is the number that cannot be exceeded on any sample and the monthly average applies to all samples collected in any month (although typically we are required to take only one sample).
- **Biochemical Oxygen Demand (BOD):** The amount of dissolved oxygen needed by microorganisms (biomass) to stabilize organic material in the effluent. The permit limits for our effluent require that removal of 85% influent BOD, and meet a weekly average of less than 40 mg/L and a monthly average of less than 25 mg/L BOD.
- **Chlorine Residual:** The secondary effluent is disinfected with hypochlorite (chlorine “bleach”), and then the residual chlorine is neutralized with sodium bisulfite to protect the Bay environment. The final effluent chlorine residual limit is 0.0 mg/l, which is monitored continuously.
- **Bacteria:** Coliform and enterococcus bacteria are the indicator organisms for the determination of the effectiveness of the disinfection process.
- **Dioxin - Total Equivalents:** These are 17 dioxin-like compounds that we analyze for twice per year which have permit limits.
- **Oils and Grease:** We are required to monitor our effluent for Oils and Grease quarterly.
- **Flow Through Bioassay:** A 96-hour test in which we test the toxicity of our effluent to young rainbow trout (15-30 days old) in a flow-through tank to determine their survivability under continuous exposure to CMSA effluent. The permit requires that we maintain a 90th percentile survival of at least 70% and an 11-sample median survival of at least 90%. In layman’s terms, this means that out of the last 11 samples, only one bioassay may fall below 70% survival, and the middle value—when all 11 samples are placed in numerical order—must be at least 90%.
- **Metals Analysis:** Our permit requires that we analyze our effluent for many different metals on a monthly basis. We have permit limits for three of the metals. The limits are stated as a maximum daily limit and a monthly average limit.
- **pH:** pH is a measurement of acidity, with pH 7.0 being neutral and higher pH values being basic and lower pH values being acidic. Our permit effluent pH must stay within the range of 6.0 to 9.0, which we monitor continuously.
- **Total Suspended Solids (TSS):** Measurement of suspended solids in the effluent. Our permit requires that we remove at least 85% of the influent TSS and that the effluent limit is less than 45 mg/L as a weekly average and less than 30 mg/L as a monthly average.

EXECUTIVE SUMMARY PROCESS PERFORMANCE DATA
November 2020

The removal efficiencies shown are based on the monthly average of the following treatment processes that were in service.

PRIMARY CLARIFIER PERFORMANCE

Average Total Suspended Solids (TSS) in:	627.6	mg/l	<i>Expected removal efficiencies as outlined in Metcalf & Eddy Wastewater Engineering Manual.</i>
Average TSS out:	138.8	mg/l	
Average Percent Removal Achieved:	76.3	%	Design 50-70% Removal
Average Total Carbonaceous Biochemical Oxygen Demand (CBOD) in:	392.4	mg/l	
Average CBOD out:	154.8	mg/l	
Average Percent Removal Achieved:	54.5	%	Design 25-40% Removal
Average Plant Influent Flows:	9.2	MGD	

BIOTOWER PERFORMANCE

Average TSS out:	120.9	mg/l	
Average CBOD out:	60.3	mg/l	
Average Percent CBOD Removal Achieved:	60.6	%	Design 25-30% Removal

AERATION TANKS/ACTIVATED SLUDGE

Dissolved Oxygen set point:	2.38	mg/l
Average MLSS:	890.4	mg/l
Average MCRT:	2.75	Days
Average SVI:	132	

SECONDARY CLARIFIERS

Average WAS concentration:	6,540	mg/l
Average TSS out:	8.9	mg/l

FINAL EFFLUENT

Average Effluent TSS for the month:	6.5	mg/l	(Maximum Limit: 30mg/l)
Week #1 weekly average	6.6	mg/l	(Maximum Limit: 45mg/l)
Week #2 weekly average	7.3	mg/l	"
Week #3 weekly average	4.9	mg/l	"
Week #4 weekly average	7.4	mg/l	"
Week #5 weekly average	N/A	mg/l	"
Monthly average TSS removal efficiency through the plant:	98.9	%	(Minimum Limit: 85%)

Average Effluent CBOD:	6.1	mg/l	(Maximum Limit: 25mg/l)
Week #1 weekly average	5.5	mg/l	(Maximum Limit: 40mg/l)
Week #2 weekly average	5.5	mg/l	"
Week #3 weekly average	6.0	mg/l	"
Week #4 weekly average	7.3	mg/l	"
Week #5 weekly average	N/A	mg/l	"
Monthly average CBOD removal efficiency through the plant:	98.3	%	(Minimum Limit: 85%)

Disinfection Dosing Rate:	2.9	mg/l	monthly average
Total Coliform Monthly Geometric Mean:	2.5	MPN	(Maximum 240)
The Daily Maximum Total Coliform Count for the month:	10.0	MPN	(Maximum 10,000)
Enterococcus Monthly Geometric Mean:	N/A	MPN	(Maximum 35 MPN)
Effluent pH for the month was:	Min	6.8	MPN (Min 6.0)
	Max	7.4	MPN (Max 9.0)

DIGESTER TREATMENT

Average Thickened Waste Concentration from the RDT:	6.82	%
Average percent of Volatile Solids destroyed:	85.2	%
Cubic feet of biogas produced:	7,592,080 (Total)	253,069 (Daily Average)
Average temperature of the digester:	101.8	degrees Fahrenheit

EXECUTIVE SUMMARY PROCESS PERFORMANCE DATA

November 2020

The removal efficiencies shown are based on the monthly average of the following treatment processes that were in service.

DEWATERING

Average Centrifuge Feed concentration:	2.3	%
Average Biosolids concentration:	26.9	%
Average TSS of the Centrate:	171	mg/l
Solids capture of the Centrifuge:	99.31	%
Polymer use per Dry ton of biosolids:	11.59	#/dry ton
Average polymer feed rate per run:	3.18	gpm
Average concentration of the polymer batches:	0.328	%
Average sludge feed rate per run:	58.9	gpm

Comments:

The treatment plant has been running well with final effluent being of very good quality.

Graph #1:

Depicts the total influent flow (from all collection agencies) entering the treatment plant.

The red graph line represents total influent flows; and the black graph line depicts the CMSA rain gauge recordings for the month. There were no blending events in the month of November.

Graph #2:

Depicts individual collection agency flows.

The Y-axis is in the flow range of 0-10 MGD.

Graph #3:

Depicts the coliform most probable number (MPN) results which are an indication of the performance of the disinfection system.

The monthly Total Coliform Geometric Mean was 2.8 MPN through November, which is less than our KPI of 30 MPN and permit limit of 240 MPN.

Graph #4:

Depicts the total suspended solids in the effluent.

Our monthly average was 6.5 mg/l versus our KPI of 15 mg/l and permit monthly average limit of 30 mg/l. Total suspended solids in the effluent remained below CMSA's KPI metric for the entire month.

Graph #5:

Depicts the effluent CBOD which is measuring the oxygen demand of the wastewater.

The November effluent CBOD average was 6.1 mg/l, below our NPDES limits of 40 mg/l weekly and 25 mg/l for the month. CBOD in the effluent remained below the KPI for the entire month.

Graph #6:

Depicts the degree to which the biosolids have been dewatered.

Our biosolids % concentration met or exceeded our KPI of 25% throughout November. No dewatering operations occurred on November 9, 16, or 23.

Graph #7:

Depicts the amount of biogas that is produced in the digesters, measured by a flow meter, and then used to produce electricity.

Biogas production in November averaged 253,069 cubic feet per day, which exceeded our monthly KPI of 200,000 cubic feet per day. On November 5 the cogeneration engine was placed in "load following" mode to help extend its runtimes on biogas. Biogas production has not changed and the deeper dips on the graph represent biogas recovery or build back time that was less noticeable in other system operating modes.

Graph #8:

This graph depicts the amount of energy produced through cogeneration versus the energy purchased from MCE for Agency operations. The green line represents power exported to the grid. In November, CMSA exported 14,818 kWh. During the days of 11/15 – 11/17 and 11/19 - 11/21, CMSA did not import any electricity from the grid. This appears as the red line on the graph.

Glossary of Terms Process Performance Data Sheet

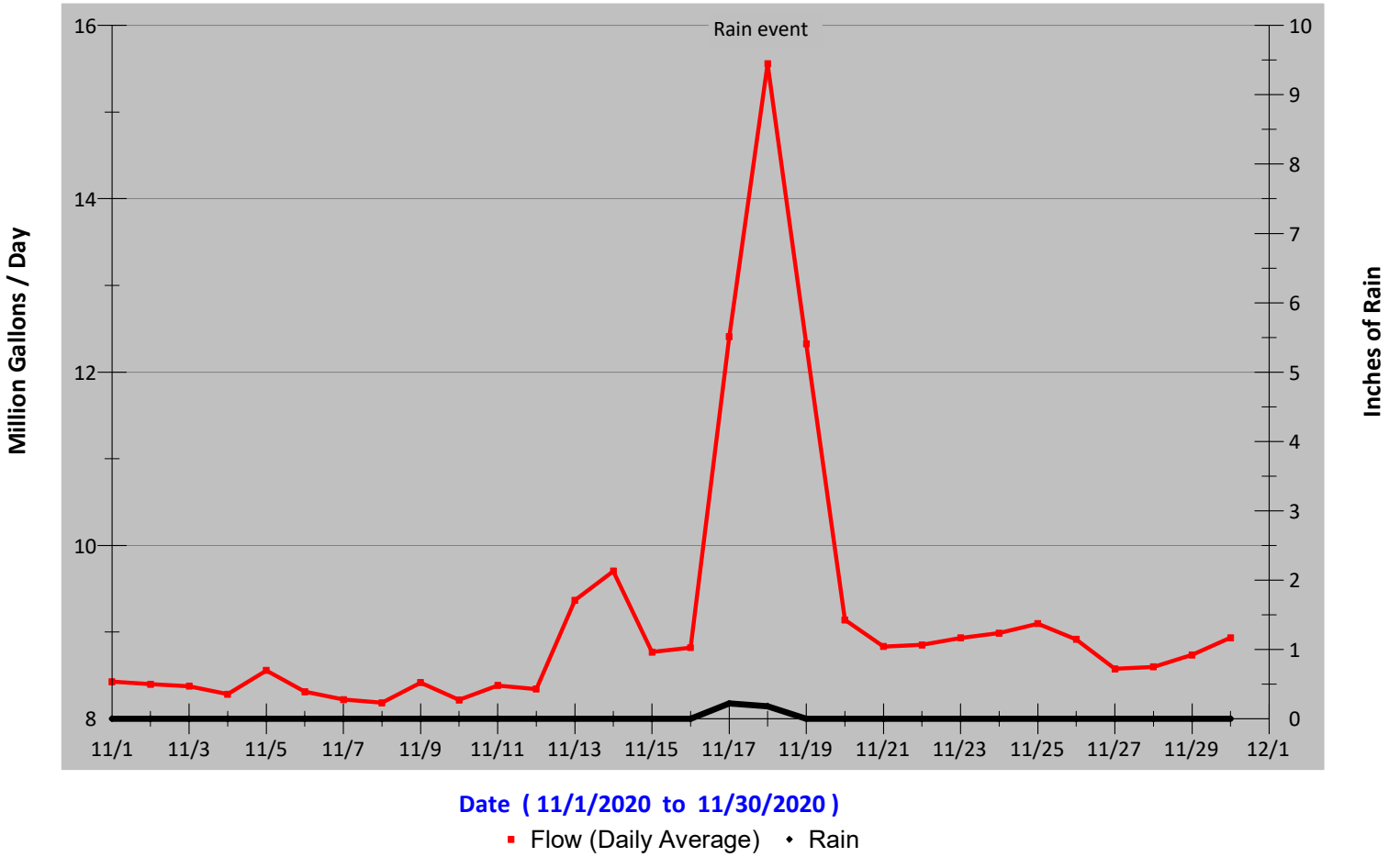
- **Aeration Tanks:** A biological process that takes place after the biotowers, where biomass (microorganisms) is mixed with the wastewater to feed on dissolved and suspended organic material. High speed blowers are used to provide compressed air to mix the tank contents.
- **Anaerobic Digesters:** In the anaerobic digestion process, organic material removed in the primary and secondary clarifiers is digested by anaerobic bacteria. The end products are methane, carbon dioxide, water, stabilized organic matter, and some inorganic material.
- **Biosolids:** Anaerobically digested solids that are removed from the two digesters, dewatered, and then beneficially reused. Beneficial reuse may include landfill alternate daily cover (ADC), land application in the summer as a soil amendment and fertilizer, or converted into a liquid fertilizer for agricultural applications.
- **Biotower:** A biological treatment process, occurring after the primary clarifiers and before the aeration tanks, in which the wastewater trickles over a biomass-covered media. The biomass feeds on the dissolved and suspended solids in the wastewater.
- **Centrifuge:** Process equipment used to dewater biosolids prior to beneficial reuse.
- **Cogeneration System:** A system comprised of a dual-fuel engine coupled to an electric generator that is used to produce energy to power the Agency facilities. Fuels the system uses are methane biogas produced in the anaerobic digesters and, when biogas is not available, purchased natural gas. As well as generating electricity, the system supplies heat for plant processes and building heating.
- **Chlorine Contact Tanks (CCTs):** The final treatment process is disinfection and de-chlorination. The CCTs allow contact time for injected chlorine solution to disinfect the wastewater. Sodium bisulfite, the de-chlorination chemical, is introduced at the end of the CCTs to neutralize any residual chlorine to protect the San Francisco Bay environment.
- **Rotary Drum Thickener (RDT):** Waste activated sludge removed from the secondary clarifiers is thickened in rotary drum thickeners before being transported to the anaerobic digesters. Thickening removes some of the sludge's water content, to decrease hydraulic loading to the digesters.
- **Final Effluent:** After all the treatment processes are completed, the final effluent is discharged into to central San Francisco Bay through a 10,000-foot-long deep-water outfall.
- **Mean Cell Residence Time (MCRT):** An expression of the average time that a microorganism will spend in the secondary treatment system.
- **Mixed Liquor Suspended Solids (MLSS):** The liquid in the aeration tanks is called MLSS and is a combination of water, solids, and microbes. Suspended solids in the MLSS measured in milligrams per liter (mg/l).

- **Most Probable Number (MPN):** Concentrations, or number of colonies, of total coliform bacteria are reported as the “most probable number.” The MPN is not the absolute count of the bacteria but a statistical estimate of their concentration.
- **Polymer:** Polymer is added to digested sludge prior to dewatering to improve solids coagulation and water separation.
- **Primary Clarifier:** A physical (as opposed to biological) treatment process where solids that settle or float are removed and sent to the digesters for further processing.
- **Return Activated Sludge (RAS):** The purpose of returning activated sludge (biomass) to the aeration tanks is to maintain a sufficient concentration of microbes to consume the wastewater’s dissolved solids.
- **Secondary Clarifiers:** Provides settling for the biomass after aeration. Most of the settled biomass is returned to the aeration tank as return activated sludge (RAS) and some is sent to the RDT unit as waste activated sludge.
- **Sludge Volume Index (SVI):** This is a calculation used to indicate the settling ability of the biomass in the secondary clarifiers.
- **Thickened Waste Activated Sludge (TWAS):** Waste activated sludge is thickened in the RDTs, and then the TWAS product is pumped to the digester for processing.
- **Volatile Solids:** Organic content of the wastewater suspended solids.
- **Waste Activated Sludge (WAS):** Biomass that is removed from the secondary clarifiers pumped to the RDTs for thickening.

Units of Measurement

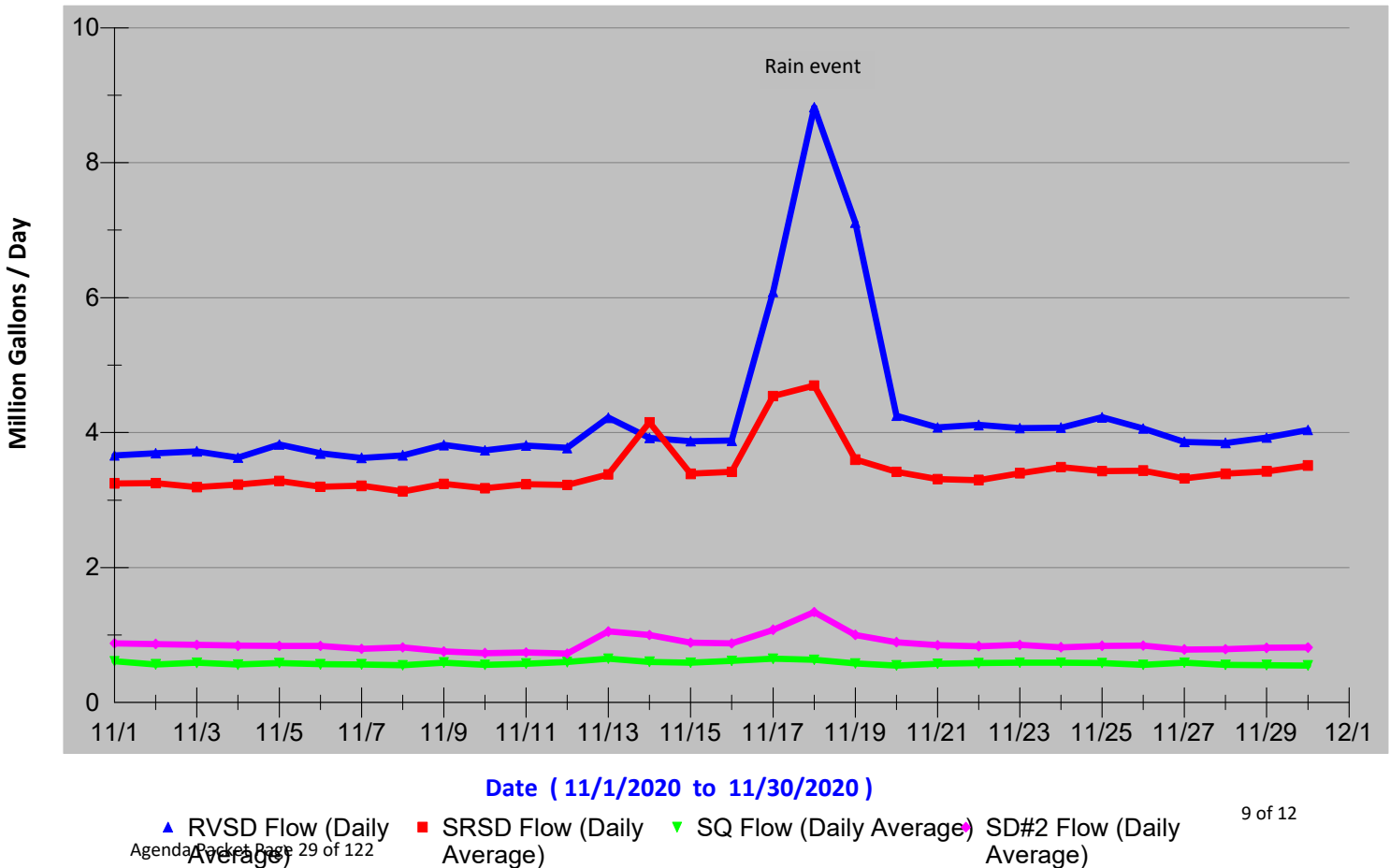
- kg/month (Kilograms per Month): 1 kilogram = 2.205 lbs.
- KPI (Key Performance Indicators): The Agency’s process performance goals.
- Kwh (Kilowatt Hours): A unit of electric power equal to using 1 Kw for 1 hour.
- Milligrams per Liter (mg/L): A measure of the concentration by weight of a substance per unit volume. For practical purposes, one mg/L is equal to one part per million (ppm).
- MPN/100mL (Most Probable Number per 100 milliliters): Statistical estimate of a number per 100 milliliters of a given solution.
- Percent by Mass (% by mass): A measure of the combined mass of a solute + solvent.
- Percent by Volume (% by vol): A measure of the volume of a solution.
- ug/L (Micrograms per Liter of Solution): Mass per unit volume.

Graph #1: CMSA Influent Flow



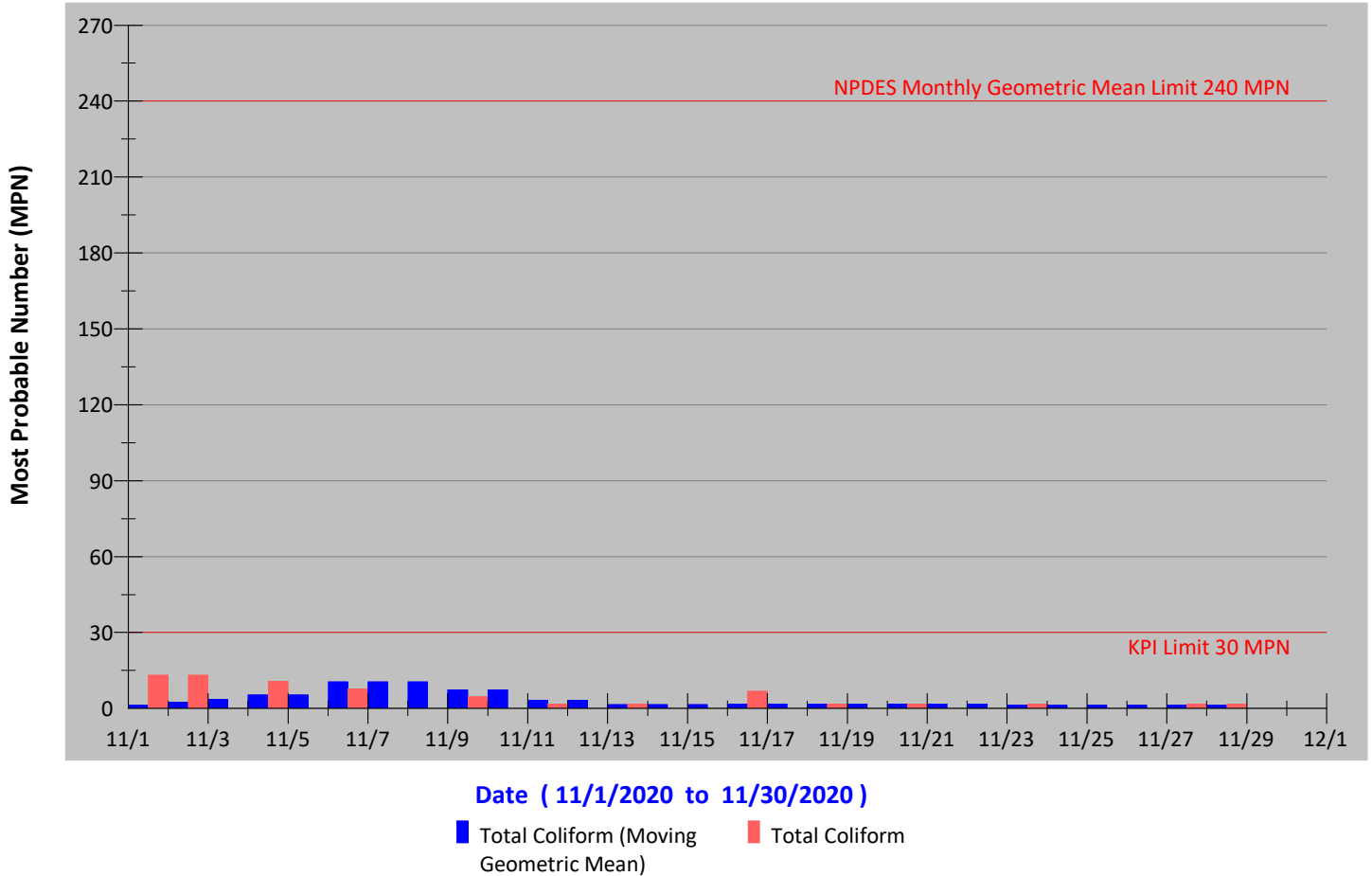
(#1) CMSA Influent Flow

Graph #2: Collection System Influent Flows



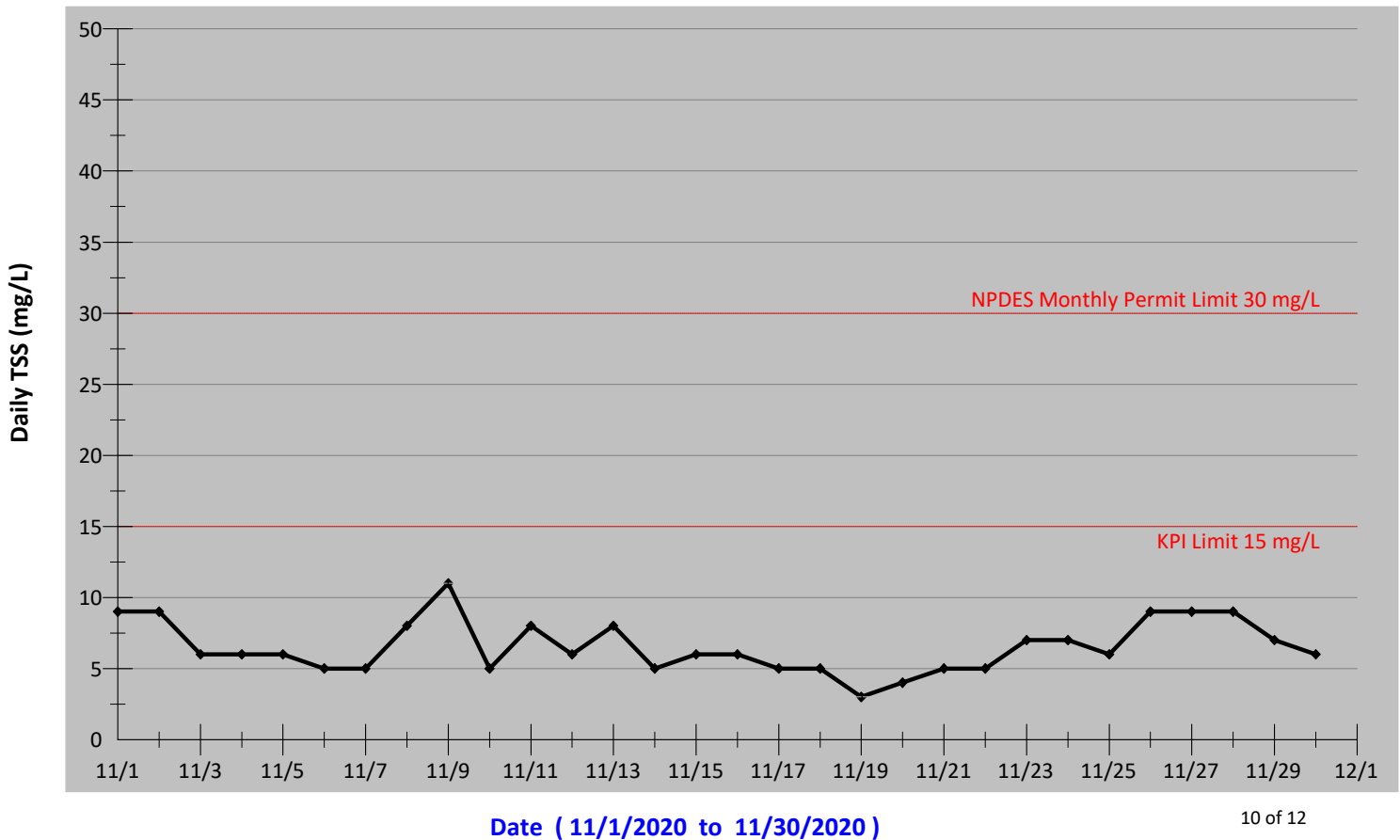
(#2) Collection System Influent Flows

Graph #3: Total Coliform & Monthly Geometric Mean



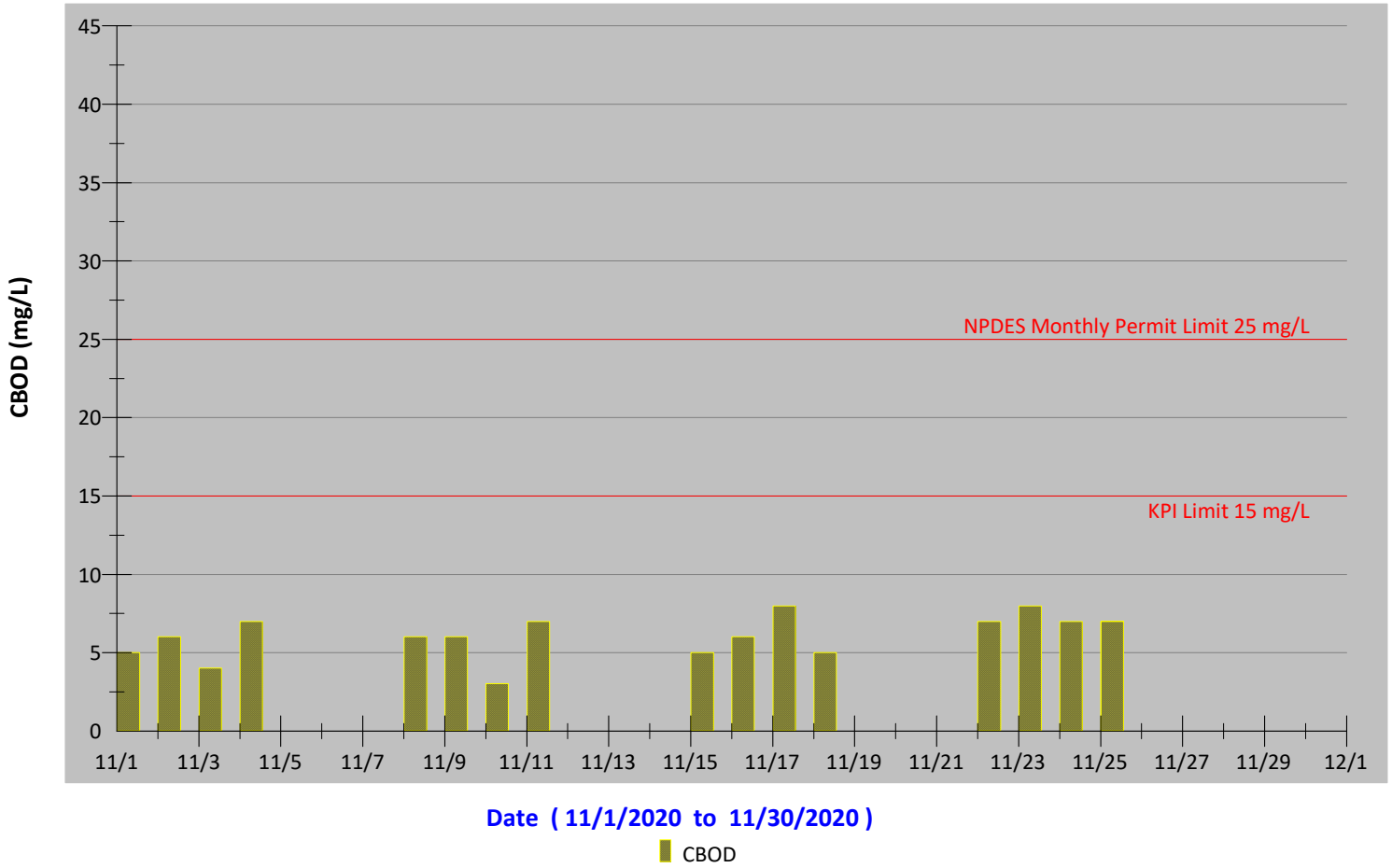
(#3) Total Coliform & Monthly Geometric Mean

Graph #4: Effluent Total Suspended Solids (TSS)



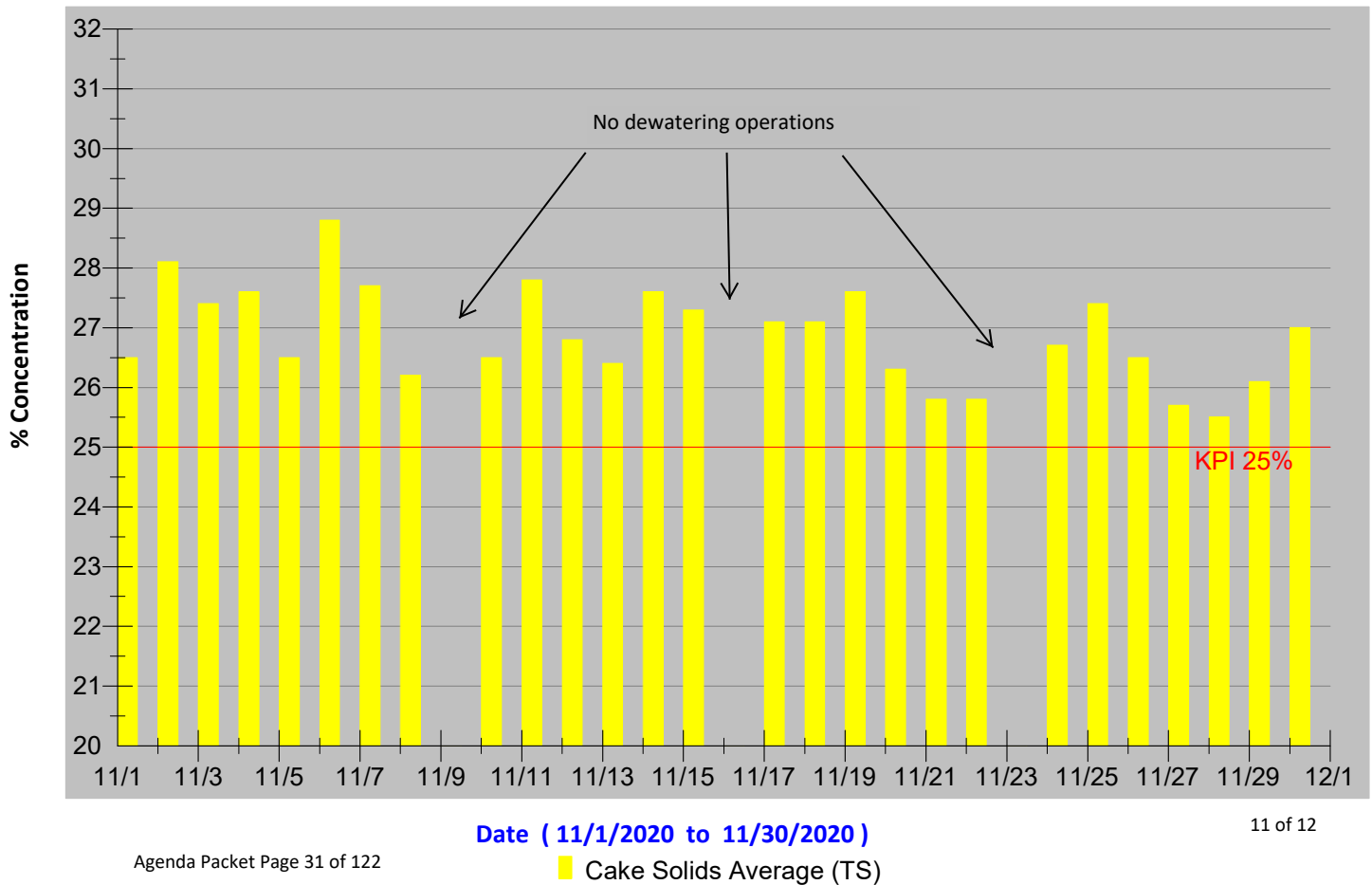
10 of 12

Graph #5: Effluent Carbonaceous Biological Oxygen Demand (CBOD)

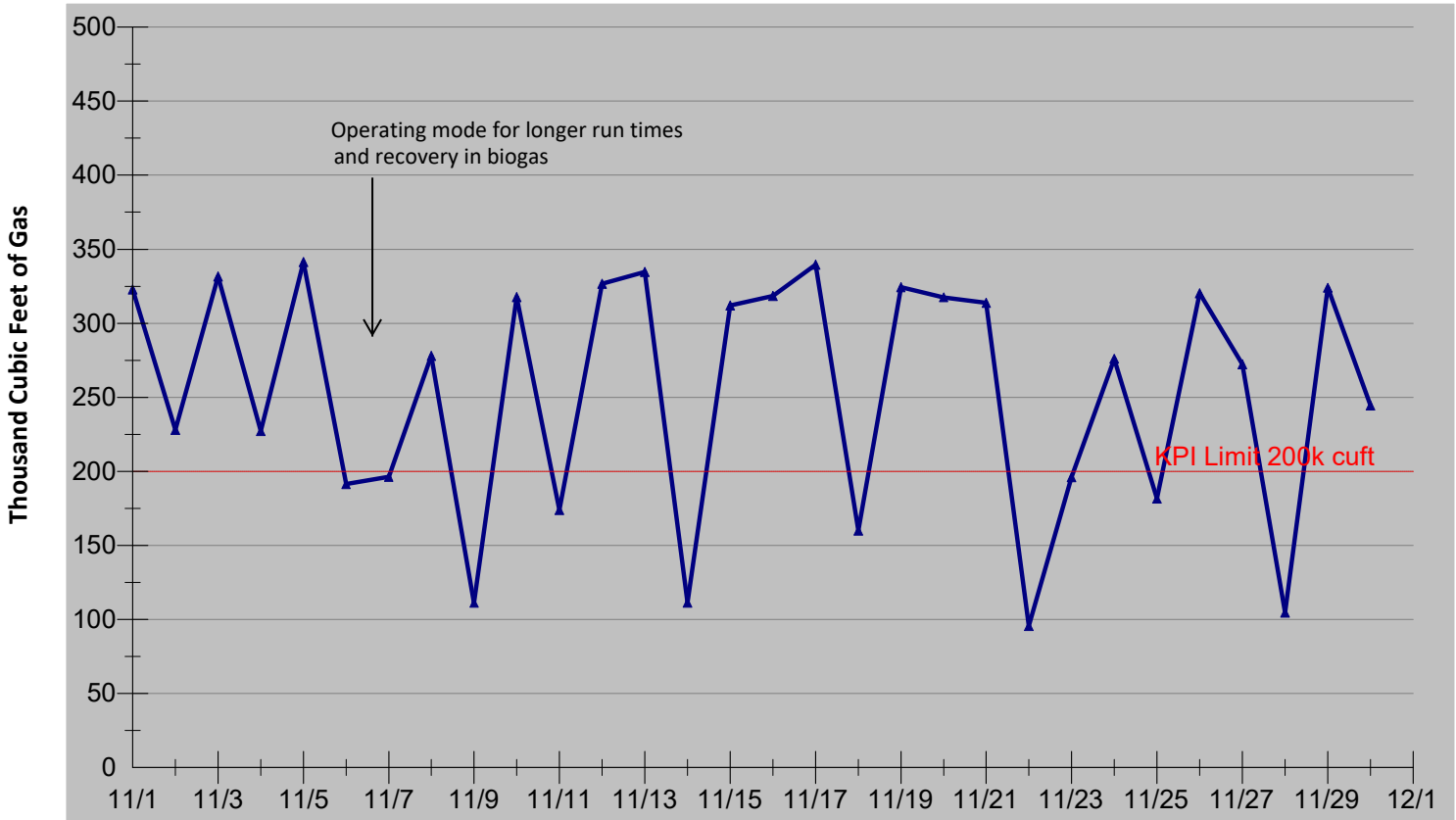


(#5) Effluent Carbonaceous Biological Oxygen Demand (CBOD)

Graph #6: Biosolids Concentration



Graph #7: Biogas Production (Measured Use)

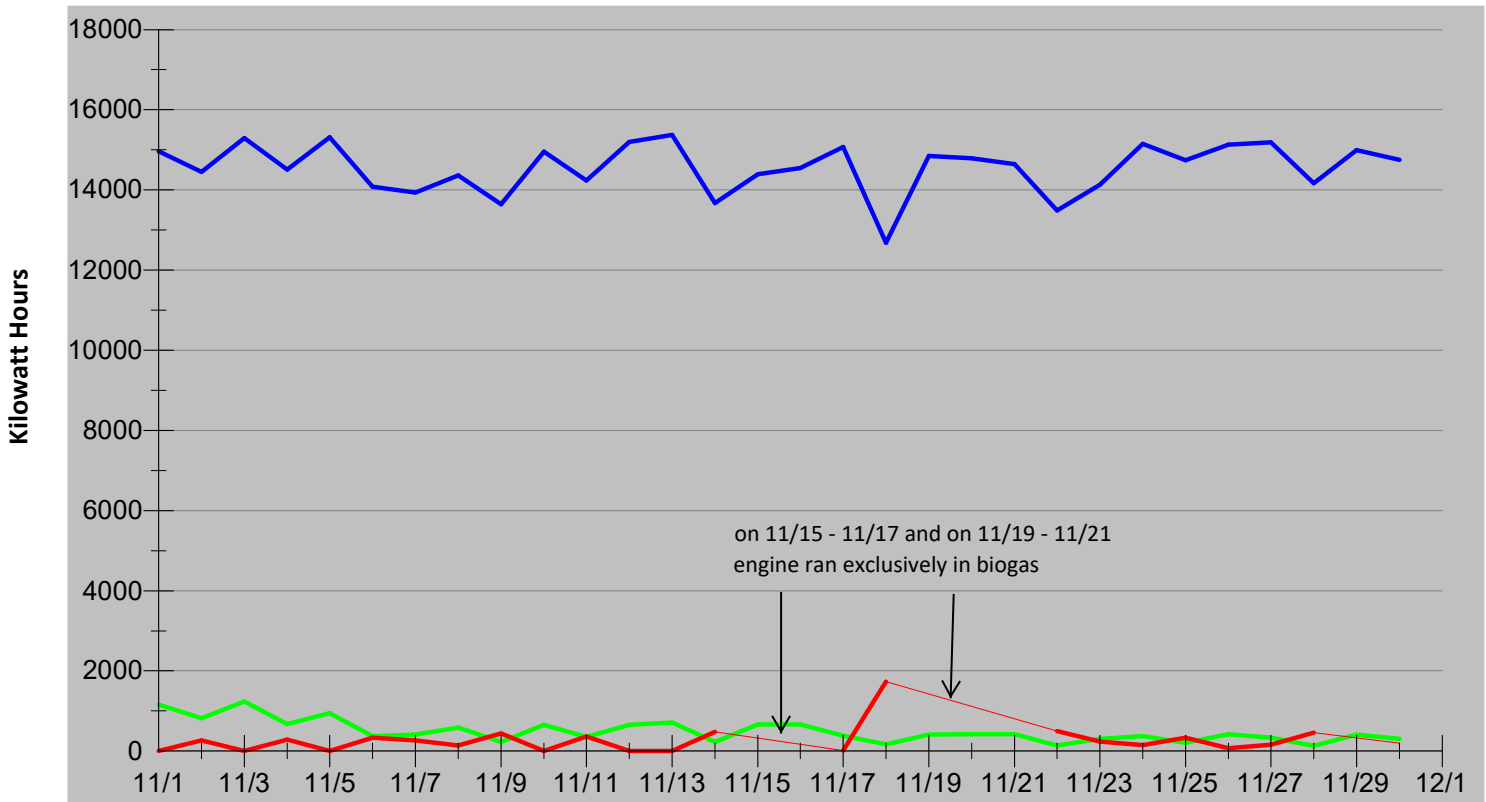


Date (11/1/2020 to 11/30/2020)

▲ Biogas Produced

(#7) Biogas Production

Graph #8: kW/hr Purchased vs. kW/hr Produced vs. kW/hr Exported



Date (11/1/2020 to 11/30/2020)

/ Kilowatts Produced
 / Utility Export
 / Utility Import

12 of 12



BOARD MEMORANDUM

December 3, 2020

To: CMSA Commissioners and Alternates

From: Jason Dow, General Manager

Subject: Performance Metric Report – November 2020

Recommendation: Accept the November 2020 Performance Metric Report.

Performance Summary: The Agency’s performance in operations and maintenance activities, regulatory and environmental compliance, and public education and outreach met or exceeded almost all of our metric goals/targets. Noteworthy metrics or variances are described below.

Table I – Treatment/Process Metrics

Treatment processes and equipment were not impacted by the small rain events over the month, as instantaneous influent flows only peaked at 26.3 MGD. Effluent quality remained very good during the rain events and throughout the month. Renewable energy exported to MCE was significantly lower than our target range due to a change in the operating mode of the cogeneration system from base load output to demand following. This change was made to reduce the amount of natural gas and electricity purchased during days when there were a lower number of organic waste deliveries and less biogas production.

Table II – Employee Metrics

Due to the COVID-19 Public Health Orders, all training since March and the foreseeable future will be internal or web-based. Over the past month, various staff attended Confined Space Entry refresher, new Forklift orientation, Body Mechanics and Safe Lifting, microscope orientation training, and web-based USA 811 marking and Electrical Safety.

Agency managers attended the annual California Public Employer Labor Relations Associations (CALPELRA) virtual conference in mid-November, and learned about new developments in employment law, labor relations, and management topics, as well as the importance of understanding implicit bias.

Table III - Environmental and Regulatory Compliance Metrics

There weren’t any final effluent permit exceedances in November.

Process Control Analyses (Item 3) and Quality Control Testing (Item 5) continue to be higher than their target ranges due to the additional sampling and analyses performed for the digester

pilot study, secondary system process control, and implementation of the new ELAP standards.

Table IV - Public Outreach

There were four odor alerts posted to the website, and the Agency did not receive any public odor complaints. Alerts were posted for taking two primary clarifiers and later a secondary clarifier out of service after rain events as flows subsided, and for taking an aeration tank out of service and placing a different tank in service to balance flows through that system.

Monthly public education events may include staff attendance at public outreach events, school classroom and/or juggler show presentations, and Agency tours. All public outreach and in-person school events have been cancelled since March due to the COVID-19 shelter-in-place order.

Public Outreach Events

- None in November

School Events – Juggler Show Presentations and Classroom Events

Rock Steady Juggling developed an online outreach presentation to accommodate the current COVID-19 requirements. There was one virtual presentation in November.

Date	School	Attendees
11/6	Lagunitas Elementary in San Geronimo	46

CMSA Tours

- None in November

Attachment:

- November 2020 Performance Metric Report

CMSA CY20 PERFORMANCE METRICS – November 2020

TABLE I - TREATMENT/PROCESS METRICS

Metric	Definition	Measurement	Range/Target/Goal
1) Wastewater Treated	Volume of wastewater influent treated and disposed, in million gallons (Mg)	274.7 Mg	165 – 820 Mg
2) Biosolids Reuse	Alternate Daily Cover (ADC) at the Redwood Landfill, in wet tons (wt) Fertilizer and soil amendment at land application sites, in wet tons (wt) Bio-Fertilizer production at the Lystek facility, in wet tons (wt)	280.0 wt 105.0 wt	360 – 665 wt
3) Conventional Pollutant Removal	Removal of the conventional NPDES pollutants - Total Suspended Solids (TSS) and Biological Oxygen Demand (BOD) a. tons of TSS removed; % TSS removal b. tons of BOD removed; % BOD removal	717.1 tons; 98.9% 442.8 tons; 98.3%	> 85% > 85%
4) Priority Pollutants Removal	Diversion of priority NPDES metals from discharge to the S.F. Bay: a. % Mercury b. % Copper	98.7% 90.3%	88 – 99% 84 – 98%
5) Biogas Production	Biogas generated in our anaerobic digesters, in million cubic feet (Mft ³) Natural gas equivalent of the biogas, in million cubic feet (Mft ³)	7.59 Mft ³ 4.86 Mft ³	6.0 to 9.5 Mft ³ 3.8 to 6.1 Mft ³
6) Power Produced	Power produced from cogeneration of biogas and purchased natural gas - in kilowatt hours. Power produced from cogeneration of biogas and delivered to the grid Cogeneration system runtime on biogas, <i>in hours (hrs.); % time during month</i> Biogas value (natural gas cost equivalent).	436,696 kWh 14,818 kW 559 hrs; 77.6% \$28,461	380 to 480,000 kWh 35,000 to 65,000 kWh 558 hrs.; 75% \$25,000 to \$45,000
7) Efficiency	The cost to operate and maintain the treatment plant per million gallons of wastewater treated, in dollars per million gallons. Energy used, kilowatt hours, per million gallons treated.	\$3,966 /Mg 1,614 kWh/Mg	\$3,500-\$5,500/Mg (wet - dry) 670 - 2,400 kWh/Mg

Table II – EMPLOYEE METRICS

Metric	Definition	Measurement	Target/Goal
1) Employee Training	Hours of internal training – safety, web-based, project, vendor, etc. Hours of external training – employment law, technical, regulatory, etc.	Internal = 173.5 External = 0	variable
2) Work Orders	Preventative maintenance (PM) labor hours Planned corrective maintenance (CM) labor hours; % of CM+UCM hrs. Unplanned corrective maintenance (UCM) labor hours; % of CM+PM hrs. Ratio of PM to total corrective maintenance (CM + UCM);	1,576 hrs 854 hrs (96.2%) 33.75 hrs (2.1%) 1.7	300 – 500 hrs ≥ 70% total CM hrs ≤ 30% total hours ≥ 0.45
3) Overtime Worked	Monthly hours of OT worked; <i>Year to date hours of OT (YTD)</i> % of regular hours worked; % <i>Year to date (YTD)</i>	174.5; (1,282.75) 2.4%; (1.5%)	< 5%

CMSA CY20 PERFORMANCE METRICS – November 2020

Table III - ENVIRONMENTAL AND REGULATORY COMPLIANCE METRICS

Metric	Definition	Measurement	Range/Target/Goal
1) Permit Exceedances	# of NPDES permit exceedances	0	0
2) Regulatory Analyses	# of analyses by the CMSA laboratory for NPDES, stormwater, and biosolids regulatory compliance monitoring and reporting	344	150-750
3) Process Control Analyses	# of analyses by the CMSA laboratory for process control monitoring	1,736	400-1,250
4) Contract Laboratory Analyses	# of analyses by contract laboratories for regulatory compliance reporting	44	0-50
5) Quality Control Testing	# of CMSA performed laboratory analyses for QA/QC purposes	555	100-300
6) Water Quality Sample Analyses	# of ammonia, total and fecal coliform, enterococcus, and/or sulfide analyses performed for the CMSA member agencies	76	as-needed
7) Pollution Prevention Inspections	Inspections of industrial and commercial businesses in the Agency's pretreatment and pollution prevention programs and Novato Sanitary District's Mercury Reduction Program – 293 businesses regulated	54	variable
8) FOG Program Inspections	Inspections of food service establishments (FSEs) in the Almonte, TCSD, SD2, RVSD, SRSD, and LGVSD service areas – approx. 311 FSEs are regulated and 25 FSEs have waivers.	11	20 – 50
9) Permits Issued/Renewed	Permits issued for the pretreatment, pollution prevention, and FOG source control programs, and for groundwater discharge	0	variable

Table IV- PUBLIC OUTREACH

Metric	Definition	Measurement	Target/Goal
1) Public Education Events	Attendance at public education outreach events; # of booth visitors; <i>(YTD)</i>	0; <i>(0)</i>	3,000/year
2) School Events	Participation or sponsorship in school outreach events; attendees; <i>(YTD)</i>	46; <i>(2,030)</i>	variable
3) Agency Tours	Tours given to students and the public; # of people, <i>(YTD)</i>	0; <i>(75)</i>	variable
4) Odor Notifications	Number of odor alerts posted to the Agency website	4	1-10
5) Odor Complaints	Number of odor complaints received from the public	0	0

BOARD MEMORANDUM

December 3, 2020

To: CMSA Commissioners and Alternates

From: Jason Dow, General Manager

Subject: **Revised Treatment Plant Manager Job Description**

Recommendation: Approve the revised Treatment Plant Manager job description, and the classification's adjusted compensation range.

Discussion: Several years ago, in response to Board member comments, the Agency's senior manager job descriptions were revised to include each serving as the acting General Manager as designated by the General Manager or Board Chair. In practice, this function was rarely designated to a manager as I am usually available when out of the office.

Recently, in consultation with the Board, it was determined that having a specified individual serve as the acting General Manager would be more appropriate for consistency in communications, operations, and day-to-day decision making. Given the Agency's core business is operating and maintaining the regional treatment facilities, it makes sense that the Treatment Plant Manager serve as the acting General Manager as needed.

I have revised the TPM job description, shown as highlighted text in the attachment, and discussed the changes and acting General Manager responsibilities with Chris Finton, the Agency's TPM, who appreciates the opportunity and my confidence in him. In addition to the proposed job description changes, I also recommend a 7.5% compensation adjustment for this additional important responsibility. For reference and comparison, with the TPM compensation adjustment, the Agency's senior manager biweekly compensation ranges are below.

Treatment Plant Manager:	\$7,160 - \$8,704
Technical Services Manager:	\$7,174 - \$8,720
Administrative Services Manager:	\$7,021 - \$8,534

Attachment:

- Proposed Treatment Plant Manager Job Description



CENTRAL MARIN SANITATION AGENCY

1301 Andersen Drive | San Rafael, CA 94901 | 415.459.1455 | FAX: 415.459.3971

JOB DESCRIPTION: TREATMENT PLANT MANAGER

SUMMARY

Under direction of the General Manager, manages the Agency's Operations and Maintenance departments. This position plans, directs, and coordinates the operations and maintenance activities of the wastewater treatment plant and related facilities, and ensures the reliable operation of stationary and mobile equipment. Functions as the Agency's Chief-Plant-Operator and Legally Responsible Officer for NPDES reporting, and ensures conformance with applicable permits, laws, and regulations. Manages and coordinates implementation of the Agency Asset Management Program and use of its Computerized Maintenance Management System; and **serves as the acting General Manager.**

ESSENTIAL DUTIES AND RESPONSIBILITIES

Duties include, but are not limited to the following:

- Manages, supervises, and coordinates, directly and through subordinate levels of supervision, activities related to the operation and maintenance of equipment and systems found in an activated sludge wastewater treatment plant and related facilities.
- Management of the Agency's Asset Management Program and Computerized Maintenance Management System.
- Conducts regular treatment facility and process assessments; oversees adjustments of process control systems and equipment to meet regulatory and operational needs.
- Determines necessary maintenance and repair activities to ensure that operational and regulatory requirements are consistently met.
- Coordinates the work of the Operations and Maintenance departments with that of other Agency departments, the JPA member agencies, and local agencies as needed.
- Administers and manages assigned service contracts with local agencies.
- Oversees the preparation, administration, and management of the operating budgets for the operation and maintenance departments, and **contributes to the development and implementation of the capital program.**
- Administers assigned professional and maintenance service contracts.
- Researches technical questions and problems with vendors, manufacturers, contractors, and others.
- Oversees the operation and maintenance of the Organic Waste Receiving Facility **to ensure continuous operation, compliance with regulatory permit requirements, and digester feed strategies to maximize biogas and renewable power generation.**
- Oversees the appearance of the Agency's grounds, buildings and facilities; ensures that facilities are kept in a clean and orderly condition.
- Manages the Agency's odor control programs.
- Prepares and gives presentations to the Agency Commission, management, and staff, and other stakeholders regarding operation and maintenance activities.
- Represents the Agency in meetings with representatives of local agencies, various public and private groups, and the general public.
- Monitors changes in technology or regulations that may affect Agency operations and maintenance activities; recommends equipment, policy, and procedural changes as needed.
- Maintains or directs the maintenance of accurate records and files.

- Prepares a variety of accurate and effective correspondence, reports, procedures, and other written materials.
- Serves as the acting General Manager, during the absence of the General Manager, for the day-to-day operations of the Agency, and will be the point of contact for Commissioners, staff, and external stakeholders. Will consult with the General Manager on non-routine matters.

SUPERVISORY RESPONSIBILITIES

This position supervises the Operations and Maintenance departments through subordinate supervisors; plans, reviews, and evaluates the work of staff directly and through supervisors; provides for the training and professional development of staff. Carries out management responsibilities in accordance with Agency policies and practices, as well as applicable labor, regulatory, and safety regulations and laws. Responsibilities include interviewing, preparing hiring recommendations, and training employees; planning and assigning staff coverage, and directing work; tracking and authorizing time sheets; establishing staff work expectations, performance goals, and work plans; evaluating performance; disciplining employees; investigating, addressing, and resolving personnel complaints and related problems.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Education and/or Experience

Seven years of increasing responsibilities in the operation, maintenance, and repair of facilities and equipment in an activated sludge wastewater treatment plant and related facilities; including four years of supervisory experience. Baccalaureate Degree in business management, environmental science, or a related technical field from a four-year college; or ten years related experience and/or training; or equivalent combination of education and experience.

Interpersonal Skills

Ability to work cohesively in a team setting; ability to interact with others (co-workers, supervisors, subordinates, vendors, and members of the public) in a professional manner; to accept constructive criticism from supervisors, peers, and subordinate employees; to recognize the need for, and to seek assistance or clarification as needed; to work independently; to handle work-related stress in a professional manner; to prioritize assignments and meet deadlines; successfully balance life demands with work demands; to arrive at work as scheduled and to work the hours as agreed upon and scheduled.

Language Skills

Ability to read, and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals, and communicate same to staff. Ability to write reports, correspondence and procedures. Ability to effectively present information in a variety of settings, and respond to questions from staff, management, customers, the public, and technical representatives. Ability to respond to common inquiries or complaints from customers and regulatory agencies.

Mathematical Skills

Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations. Ability to project budget costs, make maintenance project layout calculations, and solve wastewater-related math problems.

Reasoning Ability

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form. Ability to recognize, mitigate, and correct unsafe conditions.

CERTIFICATES, LICENSES, REGISTRATIONS

Must possess a Grade V Wastewater Treatment Operator certificate issued by the California State Water Resources Control Board. Must possess a valid California Class C driver’s license, have a satisfactory driving record and continue to meet CSRMA driving standards. Failure to maintain these standards may result in loss of employment.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to use hands to finger, handle or feel, reach with hands and arms, and talk or hear in person or on the telephone or radio. Hearing is occasionally required for equipment operation analysis. The employee frequently is required to stand, walk, sit, and occasionally to climb or balance and stoop, kneel, crouch, or crawl.

The employee is occasionally required to smell, using odors to determine process or equipment problems. The employee must be able to lift and/or move up to 25 pounds above the head, and up to 50 pounds to waist height. Specific vision ability required by this job includes close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those that an employee encounters while performing the essential functions of this job.

While performing the duties of this job, the employee is occasionally exposed to wet and/or humid conditions; moving mechanical parts; fumes or airborne particles; and outdoor weather conditions; high, precarious places; toxic or caustic chemicals; construction project site conditions; extreme heat; risk of electric shock; and vibration. The noise level in the work environment is usually quiet with occasional exposure to moderate noise in the field and a few loud equipment rooms.

SPECIAL REQUIREMENTS

There are no special requirements for this job.

RIGHT TO WORK DOCUMENTATION

Before being hired, all new employees will be required to show documentation as proof of authorization to work in the United States.

Job Title:	Treatment Plant Manager
Department:	Administration
Reports To:	General Manager
FLSA Status:	Exempt
Revised Date:	December 2020

BOARD MEMORANDUM

December 3, 2020

To: CMSA Commissioners and Alternates
From: Jason Dow, General Manager
Subject: **CASA 2021 Virtual Winter Conference**

Recommendation: Authorize interested Board members to attend the 2021 CASA Virtual Winter Conference.

Summary: Last August, due to COVID-19, CASA's August conference at the Resort at Squaw Creek was replaced with a virtual Zoom conference. It was CASA's first virtual conference, was well attended with about 280 Zoom participants, and the IT platform worked seamlessly.

The 2021 CASA Winter Conference was planned to be held at the Hilton Hotel in downtown Palm Springs, but due to COVID, it also has been converted into a virtual conference. The attendance fee will be about \$165, and the preliminary program is still in development and can be found at this link in the near future - <https://casaweb.org/calendar/casa-events/>.

The Board's Reimbursement Policy for Travel/Expenses for Agency Officials (Policy #4) states that commissioners must receive prior Board approval for attendance at conferences, trainings, or meetings that require overnight travel. Staff recommends that the Board authorize its commissioners' attendance at the upcoming CASA Winter conference. If approved, staff can assist interested Board members with the registration.

BOARD MEMORANDUM

December 3, 2020

To: CMSA Commissioners and Alternates

From: Jason Dow, General Manager

Subject: **Biosolids Reuse Agreement with Lystek International Limited**

Recommendation: Approve the Treatment and Reuse of Wastewater Biosolids Agreement between CMSA and Lystek International Limited, and authorize the General Manager to sign it.

Discussion: CMSA has been delivering two loads of dewatered biosolids to Lystek International Limited's (Lystek) processing facility in Fairfield since the fall of 2016, as an important component of our biosolids beneficial reuse and diversification program. The Agency's four-year Biosolids Treatment and Reuse Agreement with Lystek expires on December 31, and representatives from CMSA and Lystek have prepared a successor agreement for Board approval. Nearly all the terms and provisions in the new Agreement are identical to those in the 2016 Agreement, except for the following revisions.

- Title changed from a Memorandum of Understanding to an Agreement.
- Effective Date criteria simplified to only reference the signature dates.
- Minimum delivery increased from one to two loads per week.
- Delivery fee increased from \$77.5/wet ton to \$80.0/wet ton.
- The annual COLA has a 2.5% floor and 5% ceiling instead of no limits.
- Term increased from four to five years.

CalRecycle has prepared the regulations to administer the methane gas reduction requirements in Senate Bill 1383 that was recently approved by the Office of Administrative Law, and will become effective on January 1, 2022. A key provision of SB 1383 is that 75% of organic material must be diverted from landfills by January 1, 2025, and biosolids are listed in the organic material definition. This diversion requirement will likely prohibit or limit CMSA's ability to deliver biosolids to the Redwood Landfill in Novato during the wet weather season when the land application sites are closed. If this occurs, CMSA has the option in the Agreement to increase its biosolids deliveries to Lystek from two to up to six loads per week. Currently, CMSA generates approximately 18 wet tons of biosolids per day, seven days per week.

Alignment with Strategic Plan: This activity supports Goal 4 – Objective 4.1 in the Agency’s FY21 Business Plan as shown below.

Goal four: CMSA will lead or actively participate in collaborative efforts to address local and regional environmental opportunities and challenges.

Objective 4.1: Collaborate with stakeholders on programs to comply with CalRecycles’ regulations on diverting organics from landfills.

Attachment:

- Treatment and Reuse of Wastewater Biosolids Agreement between CMSA and Lystek International Limited

**BIOSOLIDS TREATMENT AND REUSE AGREEMENT
BETWEEN
CENTRAL MARIN SANITATION AGENCY
AND
LYSTEK INTERNATIONAL LIMITED (LYSTEK)**

This Agreement, dated _____ is made and entered into as of January 1, 2021 by and between the Central Marin Sanitation Agency (“CMSA”), a separate governmental entity formed through a Joint Powers Authority in 1979 to oversee the construction and operation of a regional wastewater treatment facility and Lystek International Limited, a corporation organized and existing under the laws of the State of Delaware (“Lystek”), a wholly-owned subsidiary of Lystek International Inc., a corporation organized and existing under the laws of Canada.

Recitals

- A. CMSA owns and operates a wastewater treatment facility that produces on average 6,500 wet tons of biosolids a year.
- B. Lystek operates a treatment facility, at the Fairfield-Suisun Sewer District (FSSD) facility in Fairfield, Solano County, CA, that has the capacity to process biosolids to create a sustainable product that meets Class A standards as defined under 40 C.F.R., Part 503.
- C. Lystek’s process uses a combination of heat, alkali, and high-shear mixing to produce liquefied fertilizer to be sold for agricultural use, as well as other beneficial use products.
- D. CMSA wishes to utilize innovative and cost-effective uses for its biosolids as state and federal regulations increasingly restrict current biosolids management practices of land application, and landfill alternate daily cover and disposal.
- E. CMSA, as part of its efforts to diversify its biosolids reuse practices, seeks to continue using the Lystek facility to process a portion of its biosolids to Class A standards.
- F. CMSA will haul biosolids to Lystek’s treatment facility in Fairfield and guarantee payment to Lystek a fee for each wet ton of biosolids that it processes pursuant to this Agreement.
- G. In and for the mutual interest of CMSA and Lystek (“Parties”), the Parties wish to coordinate on specific aspects of this project.

NOW, THEREFORE, in consideration of the conditions and promises contained in this Agreement, Lystek and CMSA agree as follows:

Agreement

- A. **Recitals.** The foregoing recitals are true and correct and incorporated here by reference and made a part of this Agreement.
- B. **Effective Date.** The effective date of this Agreement (the "Effective Date") shall be the date upon its execution by the parties.
- C. **Responsibilities of the Parties.** The Parties shall have the following responsibilities for processing CMSA's biosolids to Class A Standards:
 - 1. Lystek shall have the following performance responsibilities under this Agreement, which it shall perform at its own expense:
 - a. Biosolids Processing: Lystek shall receive biosolids from CMSA's designated hauler(s) and process them to EPA 503 Class A Standards.
 - b. Biosolids Disposal: Lystek shall be responsible for properly disposing of or beneficial reuse of the processed product or selling it as liquefied fertilizer for agricultural purposes.
 - c. Permits. At all times during the Term of this Agreement, Lystek shall maintain and procure as required, all the applicable permits, approvals, and agreements from or with the applicable governmental agencies having jurisdiction over Lystek's operations all in accordance with all applicable laws and regulations necessary to receive and process CMSA's biosolids at the Fairfield facility, as applicable.
 - d. Regulatory Compliance. Lystek shall comply with all applicable federal, state, and local laws, rules, and regulations covering its activities in connection with processing CMSA's biosolids.
 - e. Monitoring. Lystek shall be responsible for meeting all monitoring and reporting requirements imposed by all regulatory agencies having appropriate jurisdiction over Lystek's operations and the FSSD facility.
 - f. Operating Expenses. Lystek shall pay all operating expenses, fees, or charges imposed by regulatory agencies processing CMSA's biosolids.
 - g. Violations. Lystek shall notify CMSA's Representative within twenty-four (24) hours of its receipt of any citation, violation, order, or notice related to its treatment of

CMSA's biosolids. Lystek shall send to CMSA's Representative by certified mail a complete copy of any citation, violation, order, or notice including any attachments related in any way to the processing of CMSA's biosolids within five (5) business days of receipt of the citation, violation, order, or notice. Lystek shall promptly provide CMSA's Representative, or designee, with copies of all correspondence and/or information that Lystek sent to the governmental entity or agency that issued the citation, violation, order, or notice. Lystek shall be entirely responsible for any financial penalties, fines, or fees imposed due to its processing facilities' treatment of CMSA's biosolids and/or its site management.

- h. Facilities to Handle Receipt of Biosolids from CMSA. Lystek is required to provide adequate space to accommodate the ingress and egress of the trucks and trailers of the CMSA biosolids hauling contractor(s), which will not exceed eight (8) feet in width, twelve (12) feet in height, and sixty-two (62) feet in length. Lystek shall also reasonably provide water for vehicle clean-up, suitable lighting for nighttime operation, and any additional facilities (portable toilets, hand washing facilities, or equivalent) that may be required by the hauling contractor(s).
- i. Biosolids Delivery Hours. The Lystek plant shall be open to receive deliveries of biosolids from CMSA at least twelve (12) hours per day, seven (7) days a week, excluding legal holidays, or other mutually agreed upon hours and days.
- j. Invoices. Lystek shall furnish a monthly invoice to CMSA with relevant delivery information (i.e., destination, date, time, and total tonnage). Upon request, CMSA may inspect individual weigh tickets. The billing period shall be from the first to the end of each month. Invoices must be provided to the CMSA Representative, or designee, by the 14th of each succeeding month. Monthly electronic spreadsheets in Excel format detailing arrival date, weight tag number and net weight must be provided by the above date. Electronic copies cannot substitute for original paper copies for submission of payment.
- k. Profit Sharing. Lystek shall notify CMSA under Section D(3) of any sales of liquefied fertilizer for agricultural purposes. When Lystek and its contractors are able to sell its liquefied fertilizer for more than six dollars (\$6.00) per ton above net operating costs, CMSA shall receive 10% of the profits (net operating costs calculated as transportation, application, and overhead) based on the tonnage CMSA has contributed. Lystek shall provide the CMSA with monthly invoices of sales for review.
- l. Provision of Annual Summaries to CMSA. Lystek shall provide an annual summary to CMSA of all monitoring and analytical data as required to complete the CMSA Annual Biosolids Generator's Report for the U.S. Environmental Protection Agency due February 19th of each year. This annual summary shall be posted by January 31st each year and shall be addressed to the CMSA Representative, or designee. The

report shall include a statement that the facility has complied with all aspects of 40 CFR 503 in the past calendar year.

- m. Safety Plan. Lystek shall comply fully with all laws, orders, citations, rules, regulations, standards, and statutes affecting or relating to this Agreement or its performance, including, but not limited to those with respect to occupational health and safety. Lystek shall conduct inspections to determine that safe working conditions and equipment exist and accepts sole responsibility for providing a safe place to work for its employees and for CMSA's truck haulers, for adequacy of and required use of all safety equipment, and for full compliance with applicable laws, orders, citations, rules, regulations, standards, and statutes. Upon request, Lystek shall make available for CMSA's inspection, its safety plan and records.
 - n. Emergency Response. Lystek shall provide all necessary emergency and spill response training to its operations personnel. Lystek shall provide training records upon request to CMSA. Lystek shall provide the name of a 24-hour emergency contact person and phone number.
 - o. Inspections. CMSA personnel shall be permitted to inspect Lystek's site(s) at any time and with reasonable prior notification. Lystek shall maintain and provide copies to CMSA of all records, documents, and papers documenting the disposition, including the sales of biosolids, handled by Lystek for inspection by authorized local, state, and federal representatives as required by law.
2. CMSA shall have the following performance responsibilities under this Agreement, which it shall perform at its own expense:
- a. Deliver Biosolids. CMSA and/or its contract hauler(s) shall deliver biosolids to Lystek's treatment facility located at the FSSD in Fairfield consistently meeting or exceeding the Acceptance Criteria in Exhibit 1. Biosolids that do not meet the Acceptance Criteria may be refused the right to discharge and CMSA will promptly remove the non-compliant biosolids from the Lystek site.

CMSA will cause to deliver at least two (2) truck loads, and not more than six (6) truck loads, of biosolids each calendar week during the term of this Agreement. In the event that CMSA, or its contract hauler(s), fails to deliver the agreed upon quantities, CMSA will be liable for an operating process fee of \$500.00 for each week CMSA does not deliver at least two (2) truck loads. This is not a penalty but a liquidated damage based on an assessment of the base operating costs for Lystek to maintain its treatment facility.

With at least 24-hours advance notice to Lystek, CMSA may request that additional deliveries of biosolids be allowed. Lystek and CMSA (and its contract hauler(s)) will

work cooperatively to meet the delivery schedule for any additional loads of acceptable biosolids.

- b. Comply with regulations. CMSA and its contract hauler(s) shall comply with all regulations and traffic laws in performance of its responsibilities pursuant to this Agreement, including following all posted speed limits while at FSSD's site. CMSA will intervene with its agents or contractors as necessary if problems arise.
- c. Guarantee payment. CMSA shall pay Lystek on a per-wet-ton basis, as measured by Lystek's scale, the weight of CMSA's contracted hauler's truck and trailer less tare weight. The payment will be based on the actual amount of wet tons of biosolids processed at the specified contract unit price per wet ton. Payment of the full invoice amount to Lystek shall be made not later than 30 days after CMSA's receipt and approval of the Lystek invoice. Notice regarding any disputes with an invoice including, but not limited to, its amount shall be made by CMSA within thirty (30) days of its receipt of the Lystek invoice.

Upon the effective date of this Agreement, the rate for processing of delivered to the Lystek treatment facility shall be eighty dollars (\$80.00) per wet ton ("Compensation") of biosolids processed by Lystek to Class A standards. The rate of Compensation includes all costs of treating biosolids including, but not limited to, labor and materials, insurance, tools, equipment, licenses, taxes, incidental work and any other items required for Lystek to perform its obligations under this Agreement.

A price increase will be effective on July 1, 2022, and subsequently each July 1st during the term of this Agreement, and will be calculated using the Consumer Price Index (CPI) as published by the US Bureau of Labor Statistics for the San Francisco area for the prior calendar year. Any price increase under this Section shall be limited to a minimum of 2.5% and a maximum of 5%.

- d. Adjustment of Compensation. In the event that the costs incurred by Lystek to process biosolids at its treatment plant increases as a result of a change in federal or state law, Lystek may make a written request that the CMSA adjust the rate, together with documentation supporting the requested increase. In response, CMSA may (1) choose to negotiate an increase in the Compensation to be effective thirty (30) days after the date of the written notice, or (2) terminate this Agreement for convenience under Section D(7).

D. General Provisions.

- 1. Term. The term of this Agreement shall be from the effective date through December 31st, 2026.

2. Indemnity. In the performance of this Agreement, each Party, its agents, employees, and contractors shall act in an independent capacity and not as officers, employees, or agents of the other Party. Each Party is responsible in proportion to fault for all liability, including, but not limited to, any regulatory violations, personal injury or property damage that may arise out of this Agreement. Each Party expressly agrees to defend, indemnify and hold harmless the other Party and officers, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorney's fees, to the extent arising out of or resulting from such Party's, its associates', employees', or other agents' negligent acts, errors or omissions, or willful misconduct, in the operation and/or performance under this Agreement.
3. Notices. Except as otherwise expressly provided herein, any notices given under this Agreement shall be effective only if in writing and given by delivering the notice in person, by sending it first class mail or certified mail with a return receipt requested or overnight courier, return receipt requested, with postage prepaid, addressed as follows:

CMSA:

Central Marin Sanitation Agency
1301 Andersen Drive
San Rafael, CA 94901
Attn: Jason Dow
General Manager

LYSTEK:

Lystek International Ltd
1014 Chadbourne Road
Fairfield, CA 94534
Attn: James Dunbar
General Manager

The foregoing addresses may be changed by written notice. Notices herein shall be deemed given two (2) days after the date when they shall have been mailed if sent by first class, certified or overnight courier, or upon the date personal delivery is made.

4. Invalidity of Any Term Not to Invalidate Entire Agreement. In the event that any of the terms, covenants, or conditions of this Agreement or the application of any such term, covenant, or condition shall be held invalid as to any party by any court of competent jurisdiction, all other terms, covenants, or conditions of this Agreement and their application shall not be affected thereby, but shall remain in full force and effect unless any such court holds that those provisions are not separable from all other provisions of this Agreement.
5. Use of Name; Marketing. Excluding a simple statement or acknowledgement of this Agreement between the Parties, neither party shall use the name, marks or logo of the other party in any planned advertisement, promotional material, press release, or other planned publicity or marketing materials, in any form or media, with regard to the subject matter of this Agreement and sale of liquefied fertilizer from the CMSA's biosolids, without the prior written approval of the other party.

6. Good Faith. Each party shall use its best efforts and work wholeheartedly and in good faith for the expedited completion of the objectives of this Agreement and the satisfactory performance of its terms.

7. Termination for Convenience. Either party may terminate this Agreement for convenience and without cause at any time by giving the other party ninety (90) days written notice of such termination. In the event of termination, Lystek shall not be obligated to further perform any activities described in this Agreement. In the event of termination, (1) CMSA will pay Lystek for services performed pursuant to this Agreement up to the date of termination; and Lystek will complete any work previously funded by CMSA to the satisfaction of CMSA. In no event will CMSA be liable for costs incurred by Lystek after receipt of a notice of termination.

8. Amendment. The parties may agree to modify the terms of this Agreement by written agreement as authorized by the governing boards of both Parties.

9. Assignment. Neither this Agreement nor any duties or obligations hereunder may be assigned or delegated unless first approved by all Parties by written instrument executed and approved in the same manner as this Agreement.

10. Dispute Resolution. The Parties shall make good faith efforts to resolve disputes or disagreements arising from this Agreement via meet and confer. If a dispute or disagreement arises, the Parties shall meet and confer within ten (10) calendar days of receiving written notification from the other Party describing the dispute and shall thereafter schedule and participate in further meetings if appropriate, in an effort to resolve the dispute or disagreement.

11. Governing Law. This Agreement is made under and shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the date indicated on the first page of this Agreement.

CENTRAL MARIN SANITATION AGENCY

LYSTEK INTERNATIONAL LIMITED

By: _____
 Jason Dow, P.E.
 General Manager

By: _____
 James Dunbar, P.E.
 General Manager

Dated: _____

Dated: _____

Exhibit 1

Acceptance Criteria

1. Annual Quantity: minimum of two (2) truck loads each calendar week; additional amounts to be agreed upon in advance in writing.
2. Solids Content between 23% and 27%; regular variances outside of this acceptance range will require a price adjustment to be agreed upon between the Parties.
3. Grit concentration no more than 2%.
4. Biosolids shall meet or exceed EPA 503 Class B quality and shall be free of contaminants that may impair Lystek's ability to produce a Class A biofertilizer as intended in this Agreement.



BOARD MEMORANDUM

December 3, 2020

To: CMSA Commissioners and Alternates

From: Joyce Cheung, Associate Engineer
Peter Kistenmacher, Technical Services Manager

Approved: Jason Dow, General Manger

Subject: Authorization to Re-Bid the Secondary Clarifier No. 3 Rehabilitation Project (CMSA Contract No. 21-24)

Recommendation: Adopt the revised construction contract documents for the Secondary Clarifier No. 3 Rehabilitation Project and authorize the General Manager to advertise the project for public bidding.

Summary: The Secondary Clarifier No. 3 Rehabilitation Project (Project) was previously bid in May 2020. Due the Agency receiving two bid proposals that were significantly higher than the engineer’s estimate, staff recommended and the Board approved rejecting the bids and readvertising the project later in the year. The Board directed staff to bring the project back to a future meeting to receive authorization for public bidding.

Fiscal Impact: The Agency’s Capital Improvement Program (CIP) has \$1,888,100 allocated for the design and multi-year construction of the Secondary Clarifiers Rehabilitation Project for all four clarifiers. The budget allocated for the rehabilitation of Secondary Clarifier No. 3 in FY22 is \$450,000.

Discussion: The four 100-ft diameter Secondary Clarifiers were built during the original facility construction in the early 1980s and began operation in May 1985. Each clarifier was rehabilitated once before in the early 2000s. As part of periodic maintenance work in the 10-year Capital Improvement Program, to properly maintain and extend the life of the clarifiers, each clarifier is scheduled for major rehabilitation over the next four consecutive years.

The Project’s scope of work includes recoating numerous steel components, resurfacing the effluent trough concrete, performing mechanical improvements such as weir leveling and installation of spray nozzles, replacing the walkway with new fiberglass reinforced plastic grating, and replacing the center column, RAS pipe, squeegee blades, and turntable drive unit.

The first Project bid opening was on June 17, 2020 with a low bid proposal of \$497,500, 40% greater than the \$355,000 engineer’s estimate. Staff contacted the two bidders and several

other contractors that attended the pre-bid tour, and learned that the timing of the bidding, a relatively short construction window during the peak coating work season, and coating systems manufacturing cost increases during the early phases of COVID-19 resulted in the higher bids or contractors deciding to not bid on the Project.

To eliminate unnecessary Contractor markups, enhance final design coordination, and facilitate the timely construction of the Project during dry weather season, the Board authorized the pre-purchase of the turntable drive units at their February 2020 meeting and prepurchase of the center column and internal return-activated-sludge (RAS) pipe at their November 2020 meeting. The drawings and specifications for this Project identify the pre-purchased items. Additionally, staff believes the current bidding climate will yield more competitive bids and therefore recommends re-bidding this project in December 2020 using the revised documents, for construction to begin in the spring of 2021.

If public bidding is authorized, staff will issue the public bid advertisement after the Board meeting, and a construction award recommendation will be prepared by the February 2021 Board meeting. Construction is anticipated to begin in the spring and be substantially completed during the summer. The Project's revised contract documents are available at the Agency's administrative office for Board member and public review.

Alignment with Strategic Plan: This project is a strategic action in the Agency's FY21 Business Plan to support Goal 1 – Objective 1.3 as shown below.

Goal One: CMSA will continue to operate and maintain its wastewater facility to produce high quality effluent and biosolids, within a changing regulatory environment.

Objective 1.3: Deliver Critical and High Priority Agency Projects.

Action: Award the Secondary Clarifier No. 3 Rehabilitation contract and begin work.



BOARD MEMORANDUM

December 3, 2020

To: CMSA Commissioners and Alternates

From: Joyce Cheung, Associate Engineer
Peter Kistenmacher, Technical Services Manager

Approved: Jason Dow, General Manger

Subject: Liquid Organic Waste Storage and Biogas Treatment Upgrades Project – Professional Services Agreement

Recommendation: Approve the Professional Services Agreement with GHD Inc. for the Liquid Organic Waste Storage and Biogas Treatment Upgrades in the amount of \$189,251, and authorize the General Manager to sign it.

Summary: In October 2020, staff prepared a Request for Proposals (RFP) to solicit proposals from engineering consulting firms to provide design services for the Liquid Organic Waste Storage and Biogas Treatment Upgrades Project (Project). Four proposals were received and based on an evaluation of each firm’s qualifications, approach, and proposed cost, staff selected GHD for the design work.

This Project includes the evaluation and design of a new above-grade liquid organic waste storage tank, modifications to upgrade the existing biogas treatment system, and to evaluate options for a potential lubrication oil system for the new cogeneration engine. GHD is familiar with the Agency’s facilities, has worked with CMSA staff before on several capital projects, and has relevant subject matter expertise for this Project.

Fiscal Impact: The Agency’s 10-year Capital Improvement Program has allocated a total of \$259,200 for this Project in this fiscal year (FY21), of which \$150,000 was budgeted for the Liquid Organic Waste Storage tank design and \$109,200 was budgeted for the gas treatment design and lube/waste oil tank evaluation.

Discussion: Staff sent the formal RFP to eight firms, and received proposals from West Yost, Anaergia, Carollo Engineers, and GHD. The CMSA evaluation team, comprised of members from Operations, Maintenance, and Technical Services, reviewed and ranked each proposal. Staff also reached out to each firm to obtain proposal clarifications. The GHD proposal was the highest ranked proposal based on the overall proposal quality and responsiveness, the team’s in-depth experience with similar organic waste storage and biogas treatment designs, and their substantially lower overall cost. The evaluation and design phase for this project is expected to

be completed by September 2021. The GHD scope is comprised of the elements shown below:

Task 1 – Project Management

Task 2 – Preliminary Design: This task includes performing a site survey and geotechnical investigation of the project area, and providing a conceptual layout for the new liquid organics storage tank, biogas treatment upgrades, and lubrication oil system.

Task 3 – Final Design: This task includes preparation of the 60%, 90% and 100% design plans, technical specifications and construction cost estimate.

Task 4 – Bid Phase Services: This task includes bid period services including the pre-bid site meeting and responses to prospective bidder's questions.

Background: In 2012, the Agency constructed an organic waste receiving facility (OWRF) that includes a 25,000 gallon below-grade storage tank to increase biogas production for the cogeneration system. Most of the current FOG and food waste deliveries occur in the early morning hours and the below-grade storage tank is filled up relatively quickly, at times resulting in CMSA turning away additional FOG haulers that arrive later in the day. Because organic waste loads vary in quantity and quality on a daily basis, CMSA at times also runs out of the organic slurry to feed into the digesters during the night and weekend hours, resulting in the need to purchase imported natural gas for its cogeneration system. Furthermore, periodic planned and unplanned maintenance shutdowns on the existing underground OWRF storage tank result in the need to temporarily turn away organic waste haulers.

By adding an additional above-grade liquid organic waste storage tank and associated piping, this project would expand the OWRF capacity and allow the Agency to receive more liquid organic wastes on any given day, allow the Agency to continue receiving liquid organic wastes when the below-grade storage tank is out of service, extend organic loading to the digesters for a longer period of time to sustain biogas production, and increase the overall operational flexibility of CMSA's OWRF.

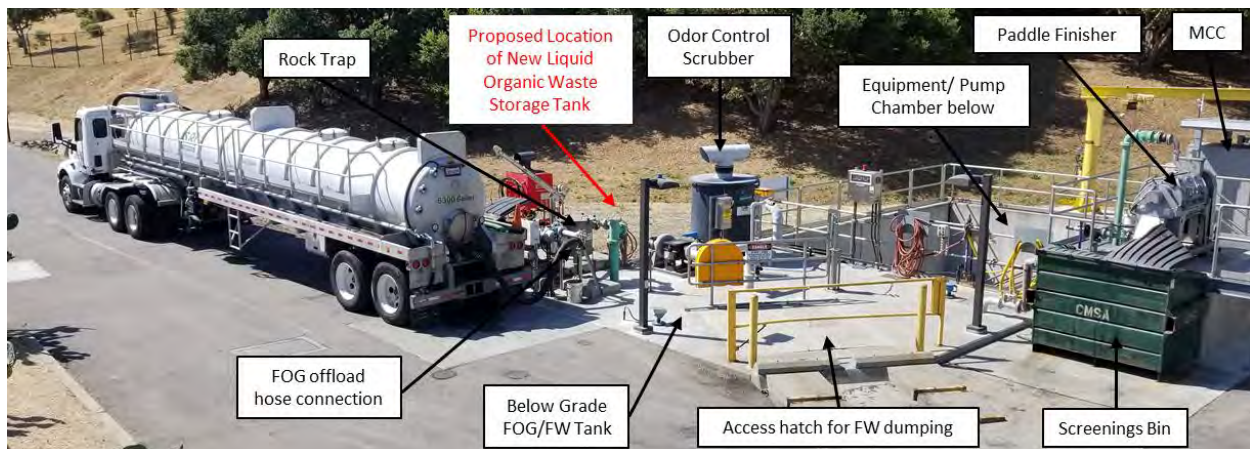


Photo 1: Proposed location of new above-grade Liquid Organic Waste Storage Tank



Photo 2: Existing Gas Treatment System

As part of this project, the existing digester biogas treatment system will be also upgraded. It consists of two media scrubbers for hydrogen sulfide removal, gas compressors to pressurize the biogas, a single digester gas chiller to remove moisture from the biogas and reheat it, and two vessels containing carbon media for siloxane and volatile organic compound removal. Based on the 2019 Cogeneration System Pre-Design Evaluation, several upgrades were recommended to increase the reliability of the biogas treatment system. This project will incorporate the addition of biogas flow meters to each of the boilers and the waste gas burner, relay flow data into the existing SCADA system, replace the existing aging heat exchanger and chiller system to provide redundancy and quicker access to spare parts, reconfigure the piping on the siloxane vessels to allow for in-series operation, and automate the existing condensate drain system associated with the moisture removal chiller/heat exchanger system.

This project also includes a conceptual design of a lubrication oil storage system for the new cogeneration engine, which includes assessing the size, location, and construction costs before determining whether to proceed with a full design.

Alignment with Strategic Plan: This project actively supports Goal 3 – Objective 3.1 in the Agency’s FY21 Business Plan as shown below.

Goal One: CMSA will further incorporate green business principles and consider renewable resource opportunities in its short- and long-term planning.

Objective 3.1: Implement steps to enhance the Agency power delivery program

Action: Design and begin construction for additional organic waste storage infrastructure

Attachment:

- Liquid Organic Waste Storage and Biogas Treatment Upgrades Agreement with GHD

ATTACHMENT

CMSA CONTRACT 21-07
GL 100-0350-550-8511

**CENTRAL MARIN SANITATION AGENCY
LIQUID ORGANIC WASTE STORAGE AND BIOGAS TREATMENT UPGRADES**

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter "Agreement") is made and entered into this _____ day of **December, 2020** by and between the **Central Marin Sanitation Agency** (hereinafter referred to as "Agency") and _____ (hereinafter referred to as "Consultant").

RECITALS:

WHEREAS, the Agency desires to retain Consultant to perform the engineering design services for the **Liquid Organic Waste Storage and Biogas Treatment Upgrades Project** (hereinafter referred to as "Services"), which include, but are not limited to, evaluating and designing a new above-grade liquid organic waste storage tank, designing upgrades for the existing biogas treatment system, providing a conceptual layout of a new lubrication oil system for the Agency's new cogeneration engine, and providing bid phase services for this project; and

WHEREAS, Consultant represents and warrants that it is qualified, competent, and ready to perform such Services;

NOW, THEREFORE, for and in consideration of the promises contained herein, and the payments to be made by Agency, the parties agree to the following:

1. CONSULTANT'S SCOPE OF SERVICES:

Consultant shall provide the Services described in **Exhibit A** attached hereto and by this reference made a part of this Agreement. If the Agency desires to engage Consultant to perform optional or additional services, the Agency and Consultant will prepare and execute an amendment to this Agreement for the performance of the optional or additional services.

2. AGENCY'S OBLIGATIONS:

The Agency shall:

- (A) Provide access to and make provisions for the Consultant to enter the Agency's facilities as needed by Consultant in order for it to perform the Services, subject only to Consultant providing the Agency with reasonable advance notice of its need for access to one or more of the Agency's facilities.
- (B) Make available to Consultant all pertinent data, contract documents, record drawings, reports, studies, and other records (hereinafter collectively "Information") requested by Consultant for its review and use, and reliance in its performance of the Services.

- (C) Provide review comments on project deliverables per the agreed upon activity and project schedules.

3. FEES:

The fees for furnishing the Services to be performed under this Agreement shall not exceed \$189,251, as set forth in the fee and task proposal which is attached hereto as **Exhibit B** and by this reference incorporated herein and made a part of this Agreement. Said fees shall remain in effect for the entire term of the Agreement.

If during the performance of the Services, Consultant makes a good faith determination that there will be a balance remaining in a task upon its completion, the Consultant, with the Agency's prior agreement, which shall not be unreasonably withheld, may reallocate that amount among other tasks that have not been completed but have exceeded or are estimated to exceed the amount originally allocated for those tasks.

4. PAYMENT:

The Agency shall pay Consultant for proper performance of the Services according to the fee schedule set forth in **Exhibit B**. On a monthly basis, Consultant will provide the Agency with a written invoice setting forth the hours spent by Consultant's assigned personnel along with any reimbursable expenses incurred during that month together with supporting documentation as requested by the Agency. The fees for services under this Agreement shall be due within thirty (30) calendar days after approval by the Agency of the invoice covering the services and reimbursable expenses.

5. AGREEMENT TIME:

This Agreement shall commence when executed by the Agency and Consultant, and shall terminate on **December 31, 2021**. Time is of the essence with respect to this Agreement. This Agreement's Time may be extended by mutual agreement of the parties. Consultant's Services shall be performed and the deliverables provided in accordance with the Schedule that is attached hereto as **Exhibit A** and by this reference made a part of this Agreement.

6. INSURANCE:

Consultant shall procure and maintain at all times during the performance of the Agreement at its expense the following insurances:

- (A)(i) **Workers' Compensation and Employer's Liability Insurance** for protection of Consultant's employees as required by the State of California and as will protect Consultant from loss or damage because of personal injuries, including death to any of its employees. Employers Liability insurance shall be provided in amounts not less than:

\$1,000,000 each accident for bodily injury

\$1,000,000 each employee for bodily injury by disease

\$1,000,000 policy limit for bodily injury by disease

- (A)(ii) **Comprehensive Automobile Liability Insurance** shall provide coverage for bodily injury and property damage liability. This policy shall protect Consultant against all liability arising out of the use of owned or leased automobiles both passenger and commercial. Automobiles, trucks, and other vehicles and equipment (owned, not owned, or hired, licensed or unlicensed for road use) shall be covered under this policy. Limits of liability for Comprehensive Automobile Liability Insurance shall not be less than \$1,000,000 per accident for bodily injury and property damage.
- (A)(iii) **Comprehensive General Liability Insurance** as will protect Consultant and the Agency from any and all claims for damages or personal injuries, including death, which may be suffered by persons, or for damages to or destruction to the property of others, which may arise from the Consultant's Services under this Agreement. Said insurance shall provide a minimum of \$1,000,000 Combined Single Limit coverage for personal injury, bodily injury, and property damage for each occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately for this Agreement or the general aggregate limit shall be twice the required occurrence limit. Such insurance will insure Consultant and the Agency from any and all claims arising from the following:
1. Personal injury;
 2. Bodily injury;
 3. Property damage;
 4. Broad form property damage;
 5. Independent contractors;
 6. Blanket contractual liability.
- (A)(iv) **Professional Liability Insurance** shall protect Consultant from claims arising out of negligent acts, errors or omissions of Consultant in the performance of the Service in an amount of not less than \$1,000,000. The policy shall cover the indemnity provisions under this Agreement. Consultant shall maintain this insurance for twelve (12) months after the Services required under this Agreement have been completed.
- (B) Consultant agrees to procure and maintain such insurances at Consultant's expense in full force and effect in a company or companies satisfactory to the Agency. All coverage shall remain in effect until completion of the Services.
- (C) Consultant will furnish the Agency with certificates of insurance issued by Consultant's insurance carrier(s) and countersigned by an authorized agent or representative of the insurance company. The certificates shall show that the insurance will not be cancelled, altered, or reduced without at least ten (10) days' prior written notice to the Agency. The certificates for liability insurance will show that liability assumed under this Agreement is included.
- (D) Consultant hereby grants to CMSA a waiver of any right to subrogation which any

insurer of said Consultant may acquire against CMSA by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CMSA has received a waiver of subrogation endorsement from the insurer.

- (E) The general liability and automobile liability insurance policies shall contain or be endorsed to contain the following provisions:
- (i) The Agency, its members including San Rafael Sanitation District, Ross Valley Sanitary District, Sanitary District No. 2 of Marin County, the City of San Rafael, the Town of Corte Madera, their respective commissioners, directors, councilmembers, officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its members including San Rafael Sanitation District, Ross Valley Sanitary District, Sanitary District No. 2 of Marin County, the City of San Rafael, the Town of Corte Madera, their respective commissioners, directors, councilmembers officers, officials, employees and volunteers.
 - (ii) For any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the Agency, its members including San Rafael Sanitation District, Ross Valley Sanitary District, Sanitary District No. 2 of Marin County, the City of San Rafael, the Town of Corte Madera, their respective commissioners, directors, councilmembers, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its members including San Rafael Sanitation District, Ross Valley Sanitary District, Sanitary District No. 2 of Marin County, the City of San Rafael, the Town of Corte Madera, their respective commissioners, directors, councilmembers, officers, officials, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute to it.
 - (iii) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (iv) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party except after ten (10) days' prior written notice by mail, has been given to the Agency. Consultant agrees to provide notification to the Agency in the event the insurance policies are suspended, voided, or reduced in coverage or limits.

(F) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to CMSA.

Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of this Agreement. In addition to any other available remedies, Agency may suspend payment to the Consultant for any services provided during any time that insurance was not in effect and until such time as the Consultant provides adequate evidence that Consultant has obtained the required insurance coverage.

CMSA, at its discretion, may waive insurance requirements or reduce the above stated coverage limits based on the Consultant's scope of work and complexity of the associated tasks.

7. NONDISCRIMINATORY EMPLOYMENT:

Consultant and/or any permitted sub-consultant, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age, condition of disability, or other protected category. Consultant and/or any permitted sub-consultant understands and agrees that Consultant and/or any permitted sub-consultant is bound by and will comply with the nondiscrimination mandates of all federal, state and local statutes, regulations and ordinances.

8. LICENSING AND PERMITS:

The Consultant shall procure and maintain as required the appropriate licenses and permits required to perform the Services throughout the life of this Agreement.

9. BOOKS OF RECORD AND AUDIT PROVISION:

Consultant shall maintain on a current basis complete books and records relating to this Agreement and the Services performed. Such records shall include, but not be limited to, documents supporting all billings to the Agency for the Services performed. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Agreement. In addition, Consultant shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Agreement. Consultant will permit Agency to audit all books, accounts or records relating to this Agreement or all books, accounts or records of any business entities controlled by Consultant who participated in this Agreement in any way. Any audit may be conducted on Consultant's premises or, at Agency's option, Consultant shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from Agency. Consultant shall refund any moneys erroneously charged.

10. TITLE TO INFORMATION & DOCUMENTS:

It is understood that any and all documents, including but not limited to Information, documents, and reports concerning this Agreement's Services prepared by and/or submitted to the Consultant, shall be the property of the Agency. The Agency may provide the Consultant's work product(s) to another person or entity in the future for a separate specific assignment. However, Consultant retains all intellectual property rights, including copyrights, applicable to its work. The Consultant may retain reproducible copies of the documents that it prepares as part of the Services. In the event of the termination of this Agreement, for any reason whatever, Consultant shall promptly deliver all Information, including but not limited to writings, plans, reports and other documents to Agency without exception or reservation.

11. TERMINATION:

- (A) **Notice to Cure.** If Consultant at any time fails to properly and diligently perform the Services covered by the Agreement, or has committed a material breach of a provision of this Agreement, the Agency shall give Consultant written notice that within two (2) working days of its receipt of said notice, Consultant shall commence and continue satisfactory correction of such default or breach with diligence and promptness.
- (B) **Consultant Default.** If Consultant fails to commence, within two (2) working days after receipt from the Agency of the notice issued under the above paragraph (A) and diligently thereafter, to correct the default or breach, then the Agency may pursue any remedies available by common law, statute, or this Agreement, including, but not limited to, one or more of the following:
 - (i) withhold any sums due or thereafter to become due to Consultant under the Agreement and during such period such withheld amounts shall not accrue interest; or
 - (ii) terminate the Agreement.

Within seven (7) business days of Consultant's correction of the default or breach, the Agency shall release to the Consultant any monies withheld.

- (C) **Termination for Convenience.** The Agency may for its convenience and at any time and for any reason terminate Consultant's Services and this Agreement. Termination shall be by service of written notice to Consultant at its address for notice set forth below. Upon receipt of such notice, Consultant shall, unless the notice directs otherwise, immediately discontinue performing the Services.

Upon such termination, sub-consultants shall be entitled to payment only for the Services completed as of the date of termination pursuant to the Agreement. Consultant shall not be entitled to any claim or claim for any additional compensation, lost profit, or other damages in the event of such termination.

12. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances of the Services herein, the Consultant, and

the agents and employees thereof, shall act as an independent contractor and not as officers, employees or agents of the Agency. Consultant shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and worker's compensation for its employees.

13. AMENDMENT:

This Agreement may be amended or modified only by written agreement of all parties.

14. ASSIGNMENT OF SERVICES AND PERSONNEL:

The Consultant shall not subcontract or assign any portion of the Services required to be performed pursuant to this Agreement without the prior written approval of the Agency. Further, Consultant shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided and are acceptable to Agency, as is evidenced in writing.

15. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

16. INDEMNIFICATION:

Consultant shall indemnify, defend, and hold harmless the Agency, its members including San Rafael Sanitation District, Ross Valley Sanitary District, Sanitary District No. 2 of Marin County, the City of San Rafael, the Town of Corte Madera, and their respective commissioners, directors, councilmembers, officers, officials, and employees (collectively "Indemnitees") from any and all claims for damages including, but not limited to, money, expenses, and/or losses (collectively "Claim") to the extent Claim arises from Consultant's negligence, recklessness, and/or willful misconduct in the performance of the Services under this Agreement.

Notwithstanding the foregoing, for any Claim alleging Consultant's negligence, recklessness, and/or willful misconduct, Consultant's obligations and liability for costs of the Indemnitees' defense shall not exceed the Consultant's proportionate percentage of fault for the Claim.

17. STANDARD OF CARE:

Consultant shall complete the services required hereunder in accordance with the prevailing standard of care by exercising the skill and ability ordinarily required to perform the same or similar services, under the same or similar circumstances, in the State of California. Consultant shall, at no cost to the Agency, re-perform any part of the services which fail to satisfy the foregoing standard of care.

18. ESTIMATES AND PROJECTIONS:

Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water quality and/or quantity, or over the way the Agency's facilities and/or associated processes are operated and/or maintained. Data projections and estimates are based on Consultant's opinion based on experience and judgment. Consultant cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by Consultant and Consultant does not and will be not liable to and/or indemnify the Agency and/or any third party related to any inconsistencies between Consultant's data projections and estimates and actual costs and/or quantities realized by the Agency and/or any third party in the future.

19. THIRD PARTIES:

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

20. FORCE MAJEURE:

Neither Consultant nor Agency shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storms, lightening, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either Consultant or Agency under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint.

21. COMPLIANCE WITH APPLICABLE LAWS:

In performance of the services, Consultant will comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards.

22. WAIVER:

A waiver by either the Agency or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing and executed by the waiving party. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

23. SEVERABILITY:

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

24. INTEGRATION:

This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the Consultant and Agency pertaining to this Agreement and the Services to be performed, whether written or oral.

25. NOTICES AND DESIGNATED REPRESENTATIVES:

Joyce Cheung is the designated representative for CMSA and will administer this Agreement for CMSA. Michelle Trinh is the designated representative for Consultant. Changes in designated representatives shall occur only by advance written notice to the other party.

All invoices shall be submitted and approved by the designated Agency representative and all notices shall be given to Agency at the following location:

1301 Andersen Drive
San Rafael, CA 94901

Notices shall be given to Consultant at the following address:

GHD
655 Montgomery Street #1010
San Francisco, CA 94111

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on the date first above written.

APPROVED BY:

CENTRAL MARIN SANITATION AGENCY:

CONSULTANT:

Jason R. Dow, General Manager

Alex Culick, GHD Principal

Federal Tax ID #: _____

EXHIBIT "A"

CENTRAL MARIN SANITATION AGENCY
LIQUID ORGANIC WASTE STORAGE AND BIOGAS TREATMENT UPGRADES PROJECT
SCOPE OF SERVICES
(DECEMBER 02, 2020)

INTRODUCTION

Central Marin Sanitation Agency (CMSA or Agency) is a regional wastewater agency located in San Rafael that provides wastewater treatment, biosolids management, resource recovery, and other environmental services to the residents, businesses, and institutions in central Marin County. The Agency is currently designing and installing a new cogeneration system to maximize the amount of renewable power it can produce from wastewater and other external organic feedstocks such as food waste and fats, oils and grease (FOG). To improve the longterm operations and maintenance of the new cogeneration system, CMSA plans to modify the existing biogas treatment system and install a lubrication oil supply and waste oil system. The Agency also plans to install a new above-ground liquid organic waste storage tank, which would allow the Agency to obtain and provide a more continuous supply of feedstock to the digesters and therefore generate renewable power at all times of the day.

SCOPE OF WORK

The scope of services for this project includes project management, preliminary design, detailed design (60% design), final design (90% and 100%), and bid phase services, as follows:

1. Project Management
 - a. Consultant shall prepare project schedules for the scoped services and shall track contract budget on a monthly basis. Monthly invoices must include itemized tasks, budget allocation, percent completion, remaining budget balance, summary of work completed during billing period for each task, anticipated work in next billing period, and any budget issues.
 - b. Project kickoff meeting, design review meetings, and site visits as necessary to coordinate design efforts and communicate decisions.

2. Preliminary Design
 - a. Site Survey and Geotechnical Investigation: Consultant shall field survey to confirm site features and layout for the new liquid organic waste storage tank, biogas chiller and upgrades, and the lubrication oil tank system. Due to the project site's proximity to young bay mud, Consultant shall determine if it is necessary to perform additional geotechnical investigations. Include costs to perform 1 geotechnical boring if necessary to design the foundation and slab for the new liquid organic waste storage tank.

 - b. Liquid Organics Storage Tank: Provide conceptual layout and summarize design criteria for the new liquid organics storage tank, including screening options, pumping system for trucks to connect to, and mixing pump. Although the storage tank will be primarily intended for FOG, Consultant shall evaluate the different mixing systems and tank design options to provide flexibility of storing other types of liquid organic wastes, such as off-site pre-processed liquid food slurry, brewery and winery wastes, cheese whey, and conventional FOG in the tank.

Consultant shall take into account the civil site, mechanical, HVAC, electrical, and structural/ geotechnical engineering services necessary to integrate the new liquid organic waste storage tank to the existing OWRF station, including but not limited to selecting the tank type and material (poly tank, epoxy coated steel, cone-bottom or sloped bottom), designing the foundation slab and piles if found necessary, evaluating mixing system (e.g. pump or slurry propeller mixer) to keep tank contents mixed, incorporating odor control and ventilation piping to the existing tank's headspace, evaluation of screening systems and modifications to the existing truck/tank fill connection to include pumping system, tie-in instrumentation and pumps to existing MCC, connection to the existing digester feed pump, seismic restraints for the new tank, identifying the mechanical piping and valves and valve automation options, and identifying the electrical and instrumentation controls and level sensor for the new liquid organic waste storage tank. Pumping options for tanker truck offloading and conveyance of liquid organic waste storage tank contents to the existing OWRF or digester shall also be evaluated.

Site specific design of erosion and sediment control best management practices is excluded and will instead be addressed in the technical specifications.

If piles are required, Consultant will specify the number and grid pattern for the piles along with the minimum capacity, with the detailed design provided by the tank manufacturer/ contractor.

- c. Biogas treatment upgrades: Provide conceptual layout and design criteria for the biogas treatment upgrades, which includes addition of biogas flow meters, biogas moisture removal system (likely redundant chillers unless consultant proposes a more advantageous alternative), and modifications to the biogas condensate removal systems. Consultant to identify whether the manufacturer of the existing chiller (Pnuematech) offers a compatible system similar to the existing and if spare parts can be reliably obtained over the expected service life of the new upgrades. Consultant shall design the biogas treatment upgrades to allow for maximum flexibility for future expansion and identify options to augment the biogas treatment system if needed in the future to accommodate increased biogas capacity. Consultant shall note that there is not much available footprint space in the general project area and that existing roadway access shall remain unobstructed.

The Agency would also like the Consultant to review the specifications of the new cogeneration engine to incorporate any biogas treatment upgrades to make sure the biogas treatment will be sufficient and compatible with the new engine.

- d. Lubrication Oil System for New Cogeneration Engine: Consultant shall size the lube oil system (tanks and pumps), coordinate with the Agency to determine the location for the tanks and equipment, identify the design criteria and details necessary to connect the system to the new cogeneration engine, and develop a construction cost estimate for the lubrication oil system.
- e. Siloxane Repiping from Parallel to Series: Provide conceptual layout and design criteria for repiping the siloxane filters to allow for both parallel and series operation, with bypass piping and valving in order to isolate an individual filter for media replacement. The effort also includes the specification of new siloxane piping and appurtenances necessary for the repiping.

- f. Provide a concise summary tech memo and preliminary 30% conceptual layout and cost estimate for the construction of this project based on above evaluations. Schedule pre-design meeting or virtual conference call to review CMSA comments and questions.

Consultant will submit the 30% technical memorandum digitally (i.e., PDF). CMSA shall return one set of consolidated comments on the submittal. Consultant will respond to each of CMSA's comments and incorporate them into the 60% design. Depending on the nature of the comments, the 30% technical memorandum will be updated and resubmitted for CMSA's file.

3. Detailed Design (60% Design)

Based on selections identified during the preliminary design phase, Consultant shall develop the 60% design plans, technical specifications and construction cost estimate of the above ground liquid organic waste storage tank, biogas treatment upgrades, including associated civil site, structural, mechanical, electrical, and instrumentation plans. Design shall also incorporate construction sequencing and approach to maintain access in the project area for continued FOG/FW deliveries and biosolids hauling. Consultant shall schedule a meeting or virtual conference call to review the 60% design deliverables and discuss CMSA comments and questions.

The integration of new flow meters with the existing SCADA system requires some spare I/O in the existing system. This was not identified as an issue in the preliminary engineering report prepared by Carollo, so it is assumed that there are adequate inputs in the existing PLC.

Should CMSA decide to incorporate the lubrication system into the design, Consultant will negotiate an amendment with CMSA for the additional work at that time.

Consultant will submit the 60% design digitally (i.e., PDF). CMSA shall return one set of consolidated comments on the submittal. Consultant will respond to each of CMSA's comments and incorporate them into the 90% design.

4. Final Design (90% and 100%)

- a. 90% Design: Consultant shall incorporate review comments from the 60% design submittal and develop the 90% plans, technical specifications and cost estimate. The 90% design should be as near complete as possible. Consultant shall schedule a meeting or virtual conference call to review the 90% design deliverables and discuss CMSA comments and questions. Consultant will submit the 90% design digitally (i.e., PDF). CMSA shall return one set of consolidated comments on the submittal. Consultant will respond to each of CMSA's comments and incorporate them into the 100% design. Consultant assumes that CMSA will provide the front end documents (i.e., non-technical specifications) for incorporation into the project manual.
- b. 100% Design: Consultant shall incorporate review comments from the 90% design submittal and develop the 100% plans, technical specifications and cost estimate. After the Agency's final review of the 100% documents, Consultant shall sign, stamp and date the final version. Consultant shall provide the electronic files of the project drawings and technical specifications (AutoCAD, MS Word, PDF).

CMSA will take care of printing any paper copies required for bidding or internal use.

5. Bid Phase Services

- a. Consultant shall provide bid phase services, such as review of contractor questions and RFIs and assist in the preparation of addenda.

- b. Consultant will attend a pre-bid meeting with prospective bidders to answer questions about the project scope and proposed design.
6. Optional Tasks
- a. Consultant may include additional optional tasks for CMSA to consider.

Deliverables

The following is a summary of the key project deliverables, each delivered in electronic format (i.e., PDF):

- Topographical survey (by Cinquini & Passarino).
- Geotechnical report (by Miller Pacific Engineering Group).
- Calculations, including tank and foundation sizing and seismic restraint, pipeline velocity and sizing, piping system energy requirements, heating and heat exchange efficiencies, foul air collection volumes and air change requirements, and electrical motor list.
- Specifications, in full three-part format, or in the form of abbreviated technical specifications provided on drawing sheets involving notes, special instructions, and schedules.
- Drawings. The following is a preliminary listing of the anticipated drawing sheets:

General Sheets

- G-1 Title Sheet
- G-2 Symbols and Drawing Index
- G-3 General Symbols and Abbreviations

Site/Civil

- C-1 Site Plan
- C-2 Yard Piping Plan and Details
- C-3 Grading and Paving Plan

Demolition

- D-1 Site Plan – General Demolition Locations
- D-2 Existing Biogas Treatment Demolition – Plan, Section, and Details
- D-3 Existing Siloxane Filter Demolition – Section

Structural

- S-1 Tank Foundation Plan and Elevation
- S-2 Structural Notes
- S-3 Structural Details

Mechanical Process

- MP-1 Flow Schematic / Mass Balance
- MP-2 Tank Plan and Elevation
- MP-3 Biogas Treatment Modifications – Plan and Sections
- MP-4 Biogas Treatment Modifications – Details
- MP-5 Siloxane Filter Piping Modifications – Sections
- MP-6 Miscellaneous Details

Electrical / Instrumentation

- E-1 Electrical Symbols and Abbreviations
- E-2 Electrical Site Plan
- E-3 Electrical Details (Duct Bank Sections, Control Panel Elevations, Other)
- E-4 Single Line Diagram, MCC Schedule
- E-5 I&C Symbols and Abbreviations
- E-6 Field Mount Instruments and Details

E-7 Piping & Instrumentation Diagram

ASSUMPTIONS

- The lubrication system is not included in the design. Consultant will negotiate an amendment with CMSA for the additional work if CMSA elects to include this work after the completion of the preliminary design.
- The existing SCADA system includes sufficient spare I/O for the project.
- Site specific design of erosion and sediment control best management practices is excluded and will instead be addressed in the technical specifications.
- If piles are required, Consultant will specify the number and grid pattern for the piles along with the minimum capacity, with the detailed design provided by the tank manufacturer/ contractor.
- CMSA will provide the front end documents.
- CMSA will take care of printing any paper copies required for bidding or internal use.
- Construction phase engineering services are not included and will be negotiated at the completion of final design.
- Potholing services are not anticipated to be required for this project and therefore are not included.

Exhibit B



PROJECT ESTIMATING SHEET

CLIENT: Central Marin Sanitation Agency
 Project: Liquid Organic Waste Storage and Biogas Treatment Upgrade-Revision 2

Task Description	GHD												Sub-Consultants				TOTAL FEE	
	Project Director / O&G	Project Manager / Design Manager	Sr. Electrical Engineer	Sr. Engineer	Engineer	Project Engineer	QA Support	Admin Support	Hours	Labor Cost	Indirect Cost	Other Direct Costs	TOTAL GHD FEE	Cingini & Passafium, Inc. (Survey)	FEE	Miller Pacific Engineering Group (Geotech)		Sub Markup
Task 1 - Project Management																		
Subtask 1.1 Project Setup and Implementation	2	8																
Subtask 1.2 Monthly Invoicing and Reports		12																
Subtask 1.3 Project Meetings		24	2	8														
Task 1 Subtotal	2	44	2	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Task 2 - Preliminary Design (30% Design)																		
Subtask 2.1 Topographic Survey	1	1																
Subtask 2.2 Geotechnical Investigation	1	1																
Subtask 2.3 Conceptual Layout and Design Memorandum	4	8	8	16	16	60	12	4	128	\$21,020	\$832	\$0	\$21,852					
Task 2 Subtotal	6	10	8	16	16	60	12	4	128	\$499	\$13	\$0	\$413	\$4,350	\$4,500	\$1,328	\$10,178	
Task 3 - Detailed and Final Design (60/90/100% Designs)																		
Subtask 3.1 Design Coordination	2	28																
Subtask 3.2 Site / Civil	2	2		16		40	80											
Subtask 3.3 Demolition	3			10	22		24											
Subtask 3.4 Structural	2			16	30		40											
Subtask 3.5 Mechanical / Process	5			46	62		80	102										
Subtask 3.6 Electrical / Instrumentation	4			40	40		60	80	224	\$38,340	\$1,458	\$0	\$39,798					
Task 3 Subtotal	18	28	40	128	114	180	308	8	822	\$135,159	\$5,343	\$0	\$140,503	\$0	\$0	\$0	\$0	
Task 4 - Bid Phase Services																		
Subtask 4.1 Pre-Bid Site Meeting	4																	
Subtask 4.2 Bidding Administration (RFIs, Addenda, etc.)	4			8		8												
Task 4 Subtotal	8	0	0	8	0	8	0	0	0	\$4,320	\$166	\$29	\$4,505	\$0	\$0	\$0	\$0	
TOTAL FEE - TASKS 1 TO 4	24	90	50	160	130	248	318	12	1,032	\$172,220	\$6,708	\$145	\$179,073	\$4,350	\$4,500	\$1,328	\$10,178	
TOTAL FEE																		\$189,251

BOARD MEMORANDUM

December 3, 2020

To: CMSA Commissioners and Alternates
From: Jacky Wong, Associate Engineer
 Peter Kistenmacher, Technical Services Manager
Approved: Jason Dow, General Manager
Subject: **Cogeneration System Installation Project – Construction Management Support Services**

Recommendation: Approve the Professional Services Agreement with Psomas Inc. for the Cogeneration System Installation Project construction management support services, and authorize the General Manager to sign it.

Summary: In October 2020, staff prepared a Request for Qualifications (RFQ) to provide construction management support services for the Cogeneration System Installation Project (Project) and sent it to several local construction management firms. An internal project team evaluated submitted statements of qualifications, and selected Psomas due to their project approach, team qualifications, proposed cost structure, and past project experience with CMSA’s selected installation contractor, design engineer, and cogeneration system supplier.

Fiscal Impact: The negotiated construction management (CM) support services fee is \$120,030, approximately 3.3% of the Project’s construction cost. The Capital Improvement Program allocates a \$6,681,401 in FY21 and FY22 for the Project activities as shown in the table below.

Project Activity	Expense
Rigger for Jenbacher Engine Unloading and Placement (Lawson)	\$4,695
Final Design Completion and Bid Period Services (Carollo)	\$97,644
Construction Management Support Services (Psomas)	\$120,300
Engineering Services During Construction (Carollo)	\$200,157
Cogeneration System Prepurchase Payments (WES)	\$946,670
Construction Contract (GSE)	\$3,583,800
Change Order Allowance (GSE)	\$358,380
Total	\$5,311,646

Discussion: The Agency’s Associate Engineer, with the support of the Technical Services Manager, will serve as the Project’s construction manager and will conduct construction inspections and perform construction management activities. The Agency’s Project team, comprised of staff members from each department and work group, will coordinate construction activities with the contractor, and review and recommend solutions to design and construction issues.

Psomas’ scope of work is to support CMSA’s staff managing the construction work, and includes the following tasks: facilitation of project meetings, construction coordination, construction schedule review, processing of construction documents between the contractor and the design consultant, change order review and negotiation, field inspections and quality control, general construction administration and coordination, and project closeout inspection and paperwork. Psomas will perform these support services and tasks at the direction of CMSA staff on a time and materials basis per the attached fee schedule in Exhibit B of the Agreement. Staff has reviewed the scope of work and deems it appropriate for the Project.

Staff reviewed and agrees with the estimated level of effort proposed by Psomas, with their staff working approximately one to two days per month in the initial Project phases (mobilization and submittal review, etc.) and then ramping up to approximately two to three days per week during the peak on-site construction period, including the cogeneration engine start-up and commissioning period.

These support services will be requested by CMSA, as needed, depending on the actual Project status. Staff anticipates that Project construction will be completed by winter 2021, within the contractual 400-day construction period.

Alignment with Strategic Plan: This activity is a strategic action to support Goal 1 – Objective 1.3 in the Agency’s FY21 Business Plan, as shown below.

Goal One: CMSA will continue to operate and maintain its wastewater facility to produce high-quality effluent and biosolids, within a changing regulatory environment.

Objective 1.3: Deliver critical and high priority Agency projects.

Action: Award the Cogeneration System Installation Project and begin construction.

Attachment:

- Psomas Professional Services Agreement

**CENTRAL MARIN SANITATION AGENCY
COGENERATION SYSTEM INSTALLATION PROJECT – CONSTRUCTION MANAGEMENT SUPPORT
SERVICES, CMSA CONTACT NO. 21-25
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (hereinafter "Agreement") is made and entered into this _____ day of **December, 2020** by and between the Central Marin Sanitation Agency (hereinafter referred to as "Agency") and PSOMAS, INC. (hereinafter referred to as "Consultant").

RECITALS:

WHEREAS, the Agency desires to retain Consultant to perform the services (hereinafter referred to as "Services"), which include, but are not limited to, construction management support services on the Cogeneration System Installation Project; and

WHEREAS, Consultant represents and warrants that it is qualified, competent, and ready to perform such Services;

NOW, THEREFORE, for and in consideration of the promises contained herein, and the payments to be made by Agency, the parties agree to the following:

1. CONSULTANT'S SCOPE OF SERVICES:

Consultant shall provide the Services described in **Exhibit A** attached hereto and by this reference made a part of this Agreement. If the Agency desires to engage Consultant to perform optional or additional services, the Agency and Consultant will prepare and execute an amendment to this Agreement for the performance of the optional or additional services.

2. AGENCY'S OBLIGATIONS:

The Agency shall:

- (A) Provide access to and make provisions for the Consultant to enter the Agency's facilities as needed by Consultant in order for it to perform the Services, subject only to Consultant providing the Agency with reasonable advance notice of its need for access to one or more of the Agency's facilities.
- (B) Make available to Consultant all pertinent data, contract documents, record drawings, reports, studies, and other records (hereinafter collectively "Information") requested by Consultant for its review and use, and reliance in its performance of the Services.
- (C) Provide review comments on project deliverables per the agreed upon activity and project schedules.

3. FEES:

The fees for furnishing the Services to be performed under this Agreement, not to exceed \$120,030, are set forth in the hourly fee rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein and made a part of this Agreement. Said fees shall remain in effect for the entire term of the Agreement.

4. PAYMENT:

The Agency shall pay Consultant for proper performance of the Services according to the fee schedule set forth in **Exhibit B**. On a monthly basis, Consultant will provide the Agency with a written invoice setting forth the hours spent by Consultant's assigned personnel along with any reimbursable expenses incurred during that month together with supporting documentation as requested by the Agency. The fees for services under this Agreement shall be due within thirty (30) calendar days after approval by the Agency of the invoice covering the services and reimbursable expenses.

5. AGREEMENT TIME:

This Agreement shall commence when executed by the Agency and Consultant and shall terminate on **December 31, 2021**. Time is of the essence with respect to this Agreement. This Agreement's Time may be extended by mutual agreement of the parties. Consultant's Services shall be performed and the deliverables provided in accordance with the Schedule that is attached hereto as **Exhibit B** and by this reference made a part of this Agreement.

6. INSURANCE:

Consultant shall procure and maintain at all times during the performance of the Agreement at its expense the following insurances:

- (A)(i) **Workers' Compensation and Employer's Liability Insurance** for protection of Consultant's employees as required by the State of California and as will protect Consultant from loss or damage because of personal injuries, including death to any of its employees. Employers Liability insurance shall be provided in amounts not less than:
 - \$1,000,000 each accident for bodily injury
 - \$1,000,000 each employee for bodily injury by disease
 - \$1,000,000 policy limit for bodily injury by disease
- (A)(ii) **Comprehensive Automobile Liability Insurance** shall provide coverage for bodily injury and property damage liability. This policy shall protect Consultant against all liability arising out of the use of owned or leased automobiles both passenger and commercial. Automobiles, trucks, and other vehicles and equipment (owned, not owned, or hired, licensed or unlicensed for road use) shall be covered under this policy. Limits of liability

for Comprehensive Automobile Liability Insurance shall not be less than \$1,000,000 per accident for bodily injury and property damage.

- (A)(iii) **Commercial General Liability Insurance** as will protect Consultant and the Agency from any and all claims for damages or personal injuries, including death, which may be suffered by persons, or for damages to or destruction to the property of others, which may arise from the Consultant's Services under this Agreement. Said insurance shall provide a minimum of \$1,000,000 Combined Single Limit coverage for personal injury, bodily injury, and property damage for each occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately for this Agreement or the general aggregate limit shall be twice the required occurrence limit. Such insurance will insure Consultant and the Agency from any and all claims arising from the following:
1. Personal injury;
 2. Bodily injury;
 3. Property damage;
 4. Broad form property damage;
 5. Independent contractors;
 6. Blanket contractual liability.
- (A)(iv) **Professional Liability Insurance** shall protect Consultant from claims arising out of negligent acts, errors or omissions of Consultant in the performance of the Service in an amount of not less than \$1,000,000. Subject to customary policy terms, conditions and exclusions, the policy shall cover the indemnity provisions under this Agreement. Consultant shall maintain this insurance for twelve (12) months after the Services required under this Agreement have been completed.
- (B) Consultant agrees to procure and maintain such insurances at Consultant's expense in full force and effect in a company or companies satisfactory to the Agency. All coverage shall remain in effect until completion of the Services.
- (C) Consultant will furnish the Agency with certificates of insurance issued by Consultant's insurance carrier(s) and countersigned by an authorized agent or representative of the insurance company. The certificates shall show that the insurance will not be cancelled, without at least ten (10) days' prior written notice to the Agency. The certificates for Commercial General liability insurance will show that liability assumed under this Agreement is included.
- (D) Consultant hereby grants to CMSA a waiver of any right to subrogation which any insurer of said Consultant may acquire against CMSA by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CMSA has received a waiver of subrogation endorsement from the insurer.
- (E) The general liability and automobile liability insurance policies shall contain or be endorsed to contain the following provisions:

- (i) The Agency, its members including San Rafael Sanitation District, Ross Valley Sanitary District, Sanitary District No. 2 of Marin County, the City of San Rafael, the Town of Corte Madera, their respective commissioners, directors, councilmembers, officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its members including San Rafael Sanitation District, Ross Valley Sanitary District, Sanitary District No. 2 of Marin County, the City of San Rafael, the Town of Corte Madera, their respective commissioners, directors, councilmembers officers, officials, employees and volunteers.
 - (ii) For any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the Agency, its members including San Rafael Sanitation District, Ross Valley Sanitary District, Sanitary District No. 2 of Marin County, the City of San Rafael, the Town of Corte Madera, their respective commissioners, directors, councilmembers, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its members including San Rafael Sanitation District, Ross Valley Sanitary District, Sanitary District No. 2 of Marin County, the City of San Rafael, the Town of Corte Madera, their respective commissioners, directors, councilmembers, officers, officials, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute to it.
 - (iii) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (iv) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party except after ten (10) days' prior written notice by mail, has been given to the Agency. Consultant agrees to provide notification to the Agency in the event the insurance policies are suspended, voided, or reduced in coverage or limits.
- (F) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to CMSA.

Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of this Agreement. In addition to any other available remedies, Agency may suspend payment to the Consultant for any services provided during any time that insurance was not in effect and until such time as the Consultant provides adequate evidence that Consultant has obtained the required insurance coverage.

CMSA, at its discretion, may waive insurance requirements or reduce the above stated coverage limits based on the Consultant's scope of work and complexity of the associated tasks.

7. NONDISCRIMINATORY EMPLOYMENT:

Consultant and/or any permitted sub-consultant, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age, condition of disability, or other protected category. Consultant and/or any permitted sub-consultant understands and agrees that Consultant and/or any permitted sub-consultant is bound by and will comply with the nondiscrimination mandates of all federal, state and local statutes, regulations and ordinances.

8. LICENSING AND PERMITS:

The Consultant shall procure and maintain as required the appropriate licenses and permits required to perform the Services throughout the life of this Agreement.

9. BOOKS OF RECORD AND AUDIT PROVISION:

Consultant shall maintain on a current basis complete books and records relating to this Agreement and the Services performed. Such records shall include, but not be limited to, documents supporting all billings to the Agency for the Services performed. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Agreement. In addition, Consultant shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Agreement. Consultant will permit Agency to audit all books, accounts or records relating to this Agreement or all books, accounts or records of any business entities controlled by Consultant who participated in this Agreement in any way. Any audit may be conducted on Consultant's premises or, at Agency's option, Consultant shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from Agency. Consultant shall refund any moneys erroneously charged.

10. TITLE TO INFORMATION & DOCUMENTS:

It is understood that any and all documents, including but not limited to Information, documents, and reports concerning this Agreement's Services prepared by and/or submitted to the Consultant, shall be the property of the Agency. The Agency may provide the Consultant's work product(s) to another person or entity in the future for a separate specific assignment. However, Consultant retains all intellectual property rights, including copyrights, applicable to its work. The Consultant may retain reproducible copies of the documents that it prepares as part of the Services. In the event of the termination of this Agreement, for any reason whatever, Consultant shall promptly deliver all Information, including but not limited to

writings, plans, reports and other documents to Agency without exception or reservation.

11. TERMINATION:

- (A) **Notice to Cure.** If Consultant at any time fails to properly and diligently perform the Services covered by the Agreement, or has committed a material breach of a provision of this Agreement, the Agency shall give Consultant written notice that within two (2) working days of its receipt of said notice, Consultant shall commence and continue satisfactory correction of such default or breach with diligence and promptness.
- (B) **Consultant Default.** If Consultant fails to commence, within two (2) working days after receipt from the Agency of the notice issued under the above paragraph (A) and diligently thereafter, to correct the default or breach, then the Agency may pursue any remedies available by common law, statute, or this Agreement, including, but not limited to, one or more of the following:
- (i) withhold any sums due or thereafter to become due to Consultant under the Agreement and during such period such withheld amounts shall not accrue interest; or
 - (ii) terminate the Agreement.

Within seven (7) business days of Consultant's correction of the default or breach, the Agency shall release to the Consultant any monies withheld.

- (C) **Termination for Convenience.** The Agency may for its convenience and at any time and for any reason terminate Consultant's Services and this Agreement. Termination shall be by service of written notice to Consultant at its address for notice set forth below. Upon receipt of such notice, Consultant shall, unless the notice directs otherwise, immediately discontinue performing the Services.

Upon such termination, sub-consultants shall be entitled to payment only for the Services completed as of the date of termination pursuant to the Agreement. Consultant shall not be entitled to any claim or claim for any additional compensation, lost profit, or other damages in the event of such termination.

12. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances of the Services herein, the Consultant, and the agents and employees thereof, shall act as an independent contractor and not as officers, employees or agents of the Agency. Consultant shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and worker's compensation for its employees.

13. AMENDMENT:

This Agreement may be amended or modified only by written agreement of all parties.

14. ASSIGNMENT OF SERVICES AND PERSONNEL:

The Consultant shall not subcontract or assign any portion of the Services required to be performed pursuant to this Agreement without the prior written approval of the Agency. Further, Consultant shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided and are acceptable to Agency, as is evidenced in writing.

15. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

16. INDEMNIFICATION:

Consultant shall indemnify, defend, and hold harmless the Agency, its members including San Rafael Sanitation District, Ross Valley Sanitary District, Sanitary District No. 2 of Marin County, the City of San Rafael, the Town of Corte Madera, and their respective commissioners, directors, councilmembers, officers, officials, and employees (collectively "Indemnitees") from any and all claims for damages including, but not limited to, money, expenses, and/or losses (collectively "Claim") to the extent Claim arises from Consultant's negligence, recklessness, and/or willful misconduct in the performance of the Services under this Agreement.

Notwithstanding the foregoing, for any Claim alleging Consultant's negligence, recklessness, and/or willful misconduct, Consultant's obligations and liability for costs of the Indemnitees' defense shall not exceed the Consultant's proportionate percentage of fault for the Claim.

17. STANDARD OF CARE:

Consultant shall complete the services required hereunder in accordance with the prevailing standard of care by exercising the skill and ability ordinarily required to perform the same or similar services, under the same or similar circumstances, in the State of California. Consultant shall, at no cost to the Agency, re-perform any part of the services which fail to satisfy the foregoing standard of care.

18. ESTIMATES AND PROJECTIONS:

Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water quality and/or quantity, or over the way the Agency's facilities and/or associated processes are operated and/or maintained. Data projections and estimates are based on Consultant's opinion based on experience and judgment. Consultant cannot and

does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by Consultant and Consultant does not and will be not liable to and/or indemnify the Agency and/or any third party related to any inconsistencies between Consultant's data projections and estimates and actual costs and/or quantities realized by the Agency and/or any third party in the future.

19. THIRD PARTIES:

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

20. FORCE MAJEURE:

Neither Consultant nor Agency shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storms, lightening, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either Consultant or Agency under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint.

21. COMPLIANCE WITH APPLICABLE LAWS:

In performance of the services, Consultant will comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards.

22. WAIVER:

A waiver by either the Agency or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing and executed by the waiving party. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

23. SEVERABILITY:

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no

way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

24. INTEGRATION:

This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the Consultant and Agency pertaining to this Agreement and the Services to be performed, whether written or oral.

25. NOTICES AND DESIGNATED REPRESENTATIVES:

Jacky Wong is the designated representative for CMSA and will administer this Agreement for CMSA. Mike Redig is the designated representative for Consultant. Changes in designated representatives shall occur only by advance written notice to the other party.

All invoices shall be submitted and approved by the designated Agency representative and all notices shall be given to Agency at the following location:

1301 Andersen Drive
San Rafael, CA 94901

Notices shall be given to Consultant at the following address:

PSOMAS, Inc.
1660 Olympic Blvd., Suite 300
Walnut Creek, CA 94596

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on the date first above written.

APPROVED BY:

PSOMAS, Inc.

Central Marin Sanitation Agency

Christopher Davenport, Principal

Jason Dow, General Manager



EXHIBIT A

CENTRAL MARIN SANITATION AGENCY (CMSA) - COGENERATION SYSTEM INSTALLATION PROJECT

CONSTRUCTION MANAGEMENT SUPPORT SERVICES

PSOMAS – SCOPE OF SERVICES

The following covers a range of support services that the listed Psomas staff can provide to CMSA's Project/Construction Manager to support his efforts managing the project. Services shall be provided only after requested/authorized by CMSA's PM/CM.

I. CM Remote Support (Mike Redig, Chris Davenport)

1. Document Tracking System: Psomas will set up a ProCore document tracking system that CMSA can use to manage the project documentation. Psomas will set it up for CMSA's CM use to store and track the construction project correspondence and documents.
 2. Coordination: Psomas will support CMSA's CM with developing and reviewing system shutdown requests during the course of the work to minimize operational interruptions.
 3. Meetings: Support CMSA's CM facilitate/lead the pre-construction and progress meetings. This includes providing templates and/or using Procore's meeting module.
 4. Submittals: Support CMSA's CM in processing and tracking submittals using the ProCore Document Tracking system.
 5. Clarification (RFIs, DCs) Processing: Support CMSA's CM in processing clarifications using the ProCore Document Tracking system. Psomas can assist in reviewing the initial question and final responses to confirm information being conveyed addresses the issue. Psomas can provide opinion on extent if any a response to a clarification necessitates a contract change.
 6. Change Order Preparation, Negotiation & Processing: The Designer will prepare design details for change requests. Psomas will support CMSA's CM prepare and issue a Request for Quotation to the Contractor, including any negotiations. In the event the Contractor encounters a time sensitive problem where it is not practical to take time to negotiate a settlement, Psomas will support CMSA's CM as necessary to issue a field order where all work done will be completed on a time and material basis.
 7. Project Schedule: Psomas will support CMSA's CM with the review of the Contractor's baseline schedule and subsequent updates. Psomas can provide comments to CMSA CM that can be incorporated into a formal review response.
-

II. Onsite Field Support (James Williams, Mike Stillian)

1. Field Observation Activities and Reports
 - a Psomas will conduct periodic site visits to monitor the Contractor's work and confirm general compliance with the Contract Documents. Psomas shall notify the CMSA CM of any defects or deficiencies in the work that does not conform to the Contract Documents. CMSA CM shall have the final decision/authority to reject or accept the work.
 - b When on site, Psomas will take photographs of the field activities and use Procore to document status of the work including field activities, field crews, Contractor equipment, field problems and discussions.
 - c Psomas will verify the Contractor's construction progress to support CMSA's CM in review and processing the progress billing.
-

2. Final Inspection and Punchlist

- a. After the Contractor achieves substantial completion, Psomas will support CMSA's CM in coordinating and conducting the final inspection. All outstanding deficiencies noted during the inspection will be issued to the Contractor in the form of a punchlist.

III. Scope Clarifications

1. Safety

- a. Psomas will comply with appropriate regulatory, project and District regulations regarding necessary safety equipment and procedures used during performance of Psomas' work and shall take necessary precautions for safe operation of Psomas' work, and the protection of Psomas' personnel and its sub-consultants from injury and damage from such work.
- b. Psomas staff will adhere to current Marin County Health Department and Agency mandated COVID-19 Safety Protocols.
- c. Neither the professional activities of Psomas, nor the presence of Psomas' employees or sub-consultants at the construction/project site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending, or coordinating their work in accordance with the Contract Documents, District regulations, and any health or safety precautions required by any regulatory agencies. Psomas and its personnel have no authority to exercise any control over any Contractor or other entity or their employees relating to their work or any health or safety precautions.
- d. Psomas will follow its own confined space procedures for entry into any existing District confined spaces.
- e. Psomas has no authority to exercise control over any construction contractor relating to their work or health or safety programs and precautions. Psomas has no duty to inspect, observe, correct, or report on health or safety deficiencies of the construction contractor. If Psomas becomes aware of serious safety deficiencies not addressed by Contractor, Psomas shall notify the District.

EXHIBIT B
CENTRAL MARIN SANITATION AGENCY (CMSA) - COGENERATION SYSTEM INSTALLATION PROJECT
CONSTRUCTION MANAGEMENT SUPPORT SERVICES

Personnel	Hours & Rates		Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21
	Hrs	2021 Rate												
Psomas CM Remote Support														
Mike Redig	106	\$ 215	Pre-con Mtg, Procore Setup 12	Bslns Sch Rev 8	Pre-Mobil Mtg, SOV Rvw 8	Prog Mtgs, Oncall CMSA Coord 10	Prog Mtgs, Oncall CMSA Coord 12	Prog Mtgs, Oncall CMSA Coord 12	Prog Mtgs, Oncall CMSA Coord 12	Prog Mtgs, Startup Plan Dev/Rvw, Oncall CMSA Coord 12	Prog Mtgs, Startup Plan Dev/Rvw, Oncall CMSA Coord 12	Comm/Final Testing Coord/Assis + 8		
Psomas Onsite Field Support														
James Williams/Mike Stillian	572	\$ 170				Pre-Mob Photos, Mob Coord, Gen Inspection 48	Gen Insp/Coord 88	Gen Insp, Elec Insp/Coord 104	Gen Insp, Elec Insp/Coord 96	Gen Insp, Elec Insp/Coord 104	Gen Insp, I/O & Loop Testing 96	Comm/Final Testing Coord/Assis + 32	Final Insp, Doc Clsout 4	
Total		\$120,030	\$ 2,580	\$ 1,720	\$ 1,720	\$ 10,310	\$ 17,540	\$ 20,260	\$ 18,900	\$ 20,260	\$ 18,900	\$ 7,160	\$ 680	\$ -

Notes:

- 1 Field observation time is based on 8 hours/visit. No travel time shall be charged to CMSA.
- 2 Rates includes all tools, incidentals and Procore costs.
- 3 Field Days Assumed as:
 - April - 1 d/wk first two weeks, 2d/wk (T/Th) last two weeks (6 total)
 - May - 2d/wk (T/Th) all month (11 days total based on 4.5 working wks)
 - June - 3d/wk (M,W,F) all month (13 days total with one day falling on first wk of July)
 - July - 3d/wk (M,W,F) all month (12 days total)
 - August 3d/wk (M,W,F) all month (13 days total with one day falling on the first wk of September)
 - September - 12 days total, no set schedule but flex to support contractor testing and checkouts
 - October - 4 days total, no set schedule but flex to support commissioning



BOARD MEMORANDUM

December 3, 2020

To: CMSA Commissioners and Alternates

From: Jason Dow, General Manager

Subject: **Biosolids Land Application Feasibility Study at the Las Gallinas Valley Sanitary District**

Recommendation: Authorize the General Manager to send a letter to the Las Gallinas Valley Sanitary District to express the Agency's interest in exploring a regional biosolids management program.

Summary: HDR Engineering has completed a Regional Biosolids Land Application Feasibility Study for the Las Gallinas Valley Sanitary District (LGVSD), and its key findings are that the LGVSD site can be permitted for Class B biosolids land application and the site has a capacity of up to 600 dry tons of biosolids. LGVSD's manager, Mike Prinz, is seeking interest from Marin's wastewater agencies with treatment plants to participate in further exploration of a biosolids management program at the LGVSD site.

Discussion: CMSA beneficially reuses its biosolids at the Redwood Landfill for alternate daily cover during the wet weather season (Oct – Apr), for land application at agricultural sites in Solano County during the dry weather season (Apr – Oct), and throughout the year transports two loads per week to the Lystek biofertilizer facility in Fairfield. Cal Recycle has prepared the regulations to implement Senate Bill 1383 that has a provision requiring 75% of organic material to be diverted from landfills by January 1, 2025. Staff believes this regulation will likely limit or prohibit the Redwood Landfill from accepting biosolids from CMSA and other local wastewater agencies.

LGVSD is located near McGinnis Park at the end of Smith Ranch Road, just north of San Rafael and has 294 acres of land that could be used for land application of biosolids and/or a biosolids/green waste compost facility. Of the 600 tons of land application capacity, up to 400 tons could be used by local agencies like CMSA. To continue to explore diversifying the Agency's biosolids management portfolio, staff recommends sending a letter of interest to LGVSD along with the requested biosolids data for use in their further evaluation and operational planning. There is no financial commitment associated with this action.

Attachment: 11/3/20 Email from Mike Prinz, LGVSD Biosolids Capacity – Letters of Interest

Jason Dow

From: Mike Prinz <mprinz@lgvds.org>
Sent: Tuesday, November 03, 2020 3:27 PM
To: Jeffrey Kingston; Tony Rubio; Jason Dow; Mark Grushayev; Sandeep Karkal; Drew McIntyre (dmcintyre@nmwd.com)
Subject: LGVSD Biosolids Capacity - Letters of Interest

Dear MASS General Managers – As you are aware, over this past year LGVSD has analyzed the potential biosolids land application capacity of the District’s reclamation acreage and determined that there is potentially as much as 500-600 dry tons of unused capacity. Of this amount, LGVSD requires approximately 200 dry tons of capacity to serve the needs of LGVSD customers, which leaves approximately 300-400 dry tons of surplus capacity. Las Gallinas is interested in supporting other local sanitary districts’ biosolids management efforts by operating a regional biosolids management program within LGVSD’s reclamation area. Such a program may be focused on class B land application only, however there may be potential to augment capacity via a biosolids compost operation in the future.

If your District is interested in exploring the regional possibility described above, I ask that you supply me with a letter describing your interest. Such a letter would not obligate your District in any way; it would simply allow me to meaningfully engage with my Board and potentially also 3rd party biosolids management companies to determine potential operational feasibility.

To be useful, letters of interest should include the following information:

1. A brief description of your biosolids management program, including a discussion of process (digestion/dewatering/polymer use, etc.), annual production in dry tons, current disposal channel(s) (landfill, 3rd party contractor, other) and annual budget dedicated to disposal efforts (i.e. downstream of final on-site process, including hauling and disposal costs if subtotals are available).
2. A brief discussion of the industrial customer base (and/or customers of potential concern from a biosolids quality/management perspective) served by the collection system(s) flowing to your plant.
3. Biosolids data, including final product solids content, Nitrogen forms (TKN, NH₃-N, NO₃-N), P and K, and micro-nutrients, US EPA 503 Metals, and class B certification documentation.
4. The portion of the biosolids your operation generates that you would be interested in contributing to a regional program at LGVSD.
5. The potential agreement term (range) you would hope to establish.
6. Any special constraints you may be facing (timing of future operational limitations, storage, biosolids quality issues, etc.).

If you intend to supply a letter of interest, I would appreciate receiving yours by December 09, 2020. If it’s not feasible to supply one by that time, let me know when you think you would be able to supply one. Given the nonbinding nature of a letter of interest, it need not be executed by your Board.

If you have any questions, please reach out to me.

Cordially –

Mike Prinz, PE
General Manager
101 Lucas Valley Road, #300
San Rafael, CA 94903
Tel 415.526.1511

BOARD MEMORANDUM

December 3, 2020

To: CMSA Commissioners and Alternates

From: Kenneth Spray, Administrative Services Manager
Jason Dow, General Manager

Subject: **FY20 Comprehensive Annual Financial and Popular Annual Financial Reports**

Recommendation: Accept the FY20 Comprehensive Annual Financial and Popular Annual Financial Reports.

Summary: The Agency's FY20 Comprehensive Annual Financial Report (CAFR) and Popular Annual Financial Report (PAFR) are enclosed for your review and acceptance. Both reports are posted on the website at www.cmsa.us/finance and are available to all interested parties. Staff will submit the final CAFR and PAFR to the Government Finance Officers Association (GFOA) before December 31, 2020.

Discussion: The CAFR consists of three sections: introductory, financial, and statistical. The introductory section summarizes Agency programs, projects, and services, the financial section contains the audited financial statements that were accepted at the November Board meeting, and the statistical section presents financial and operational trend information presented on a multi-year basis. For transparency and to provide financial information to different users, the Agency also prepares a PAFR to fill this important need. The PAFR condenses contents of the CAFR into summarized, easy to read presentations that highlight key Agency and financial information.

The Agency participates in the GFOA Certificate of Achievement and Outstanding Achievement award programs for its CAFR and its PAFR, respectively. The Agency continues to meet the high standards of the programs and has received the Certificate of Achievement for Excellence in Financial Reporting award for the past eighteen consecutive years and the Outstanding Achievement award for the past ten consecutive years. Please provide any comments you may have on the reports and staff will incorporate them into the applicable document.

Alignment with Strategic Plan: Preparation of the CAFR and PAFR support Goal Two – Objective 2.3 in the Agency's FY21 Business Plan as shown below.

Goal Two: CMSA will continually improve financial management practices to ensure transparency, financial sustainability, and sound fiscal principles.

Objective 2.3: Prepare transparent financial documents.

Actions b and c: Prepare the Agency's CAFR and PAFR, and submit them to the GFOA.



BOARD MEMORANDUM

December 3, 2020

To: CMSA Commissioners and Alternates

From: Jason Dow, General Manager

Subject: Strategic Business Plan Agreement with EPC Consultants

Recommendation: Approve the professional services agreement with EPC Consultants to facilitate development of the Agency's next 5-year Strategic Business Plan, and authorize the General Manager to sign it.

Summary: At the November meeting, the Board approved the format, development process, and general schedule for the Agency's next 5-year Strategic Business Plan (SBP), and authorized staff to prepare a professional services agreement with EPC Consultants to facilitate the development of the SBP. Since then, staff has worked with the SBP facilitator, Michele Pla, to prepare a scope of work, fee estimate, and tentative schedule for the SBP development process.

Project Budget: EPC's estimated service fee for the project is \$26,091 which will be funded from the FY22 Operating Budget's general professional services account.

Discussion: CMSA's SBP is comprised of Vision, Mission, and Value statements, and six organizational goals. The FY21 Business Plan has nineteen supporting objectives and 65 strategic actions. The main benefits of the SBP are that it provides a clear path for improving CMSA, guides staff in all levels of decision making, and communicates the Agency's organizational values and priorities to interested stakeholders. Many of the Agency's successful initiatives and recognized achievements can be attributed to Agency's prior three SBPs, which have established a culture of continuous improvement and enhanced service delivery. The next SBP development scope of work and schedule are presented below. Specific dates for the Board member interviews will be coordinated by staff or Ms. Pla, and the format and date for the Board workshops will be discussed and determined at either the January or February Board meeting.

Scope of Work

- 1) Review specific and relevant Agency documentation such as the current strategic business plans, and annual business plans and their status reports.

- 2) Schedule phone, virtual, or in-person meetings with each Board member to introduce the SBP process and understand their perspective on the Agency and its services.
- 3) Meet with the Agency Strategic Planning Committee to review the SBP development process and discuss ideas for updating the Vision, Mission, Values, and Goals.
- 4) Conduct two workshops with the Board to update the Agency's Vision, Mission, and Value statements, and prepare new or updated Goals.
- 5) Meet with the Agency's Strategic Planning Committee to debrief on the Board workshops, and assist with beginning the process to develop the FY22 business plan to support the draft multi-year SBP.

Development Schedule

- Board approves facilitator agreement: December 2020
- ASPC kick-off meeting: January
- Board member interviews: February
- ASPC workshop #1: March
- Board workshop #1: April
- ASPC workshop #2: April
- Board workshop #2: May
- Prepare final draft 5-yr SBP: by end of May
- Review draft FY22 Business Plan: June 18, 2021

Attachment:

- Professional Services Agreement with EPC Consultants for Updating CMSA's Strategic Business Plan for FY22-26

CENTRAL MARIN SANITATION AGENCY

UPDATING THE STRATEGIC BUSINESS PLAN for FY22 – FY26

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter "Agreement") is made and entered into this _____ day of December 2020 by and between the Central Marin Sanitation Agency (hereinafter referred to as "Agency") and EPC Consultants (hereinafter referred to as "Consultant").

RECITALS:

WHEREAS, the Agency desires to retain Consultant to perform the services (hereinafter referred to as "Services"), which include, but are not limited to, Facilitate the updating of the Agency's 5-year Strategic Business Plan for FY22-FY26 with the Agency Board and Strategic Planning Committee, and assist with preparing the FY22 Annual Business Plan;

WHEREAS, Consultant represents and warrants that it is qualified, competent, and ready to perform such Services;

NOW, THEREFORE, for and in consideration of the promises contained herein, and the payments to be made by Agency, the parties agree to the following:

1. CONSULTANT'S SCOPE OF SERVICES:

Consultant shall provide the Services described in **Exhibit A** attached hereto and by this reference made a part of this Agreement. If the Agency desires to engage Consultant to perform optional or additional services, the Agency and Consultant will prepare and execute an amendment to this Agreement for the performance of the optional or additional services.

2. AGENCY'S OBLIGATIONS:

The Agency shall:

- (A) Provide access to and make provisions for the Consultant to enter the Agency's facilities as needed by Consultant in order for it to perform the Services, subject only to Consultant providing the Agency with reasonable advance notice of its need for access to one or more of the Agency's facilities.
- (B) Make available to Consultant all requested Information for its review and use, and reliance in its performance of the Services.
- (C) Provide review comments on project deliverables per the agreed upon activity and project schedules.

3. FEES:

The fees for furnishing the Services to be performed under this Agreement are set forth in the fee and task proposal which is shown in **Exhibit A** and by this reference incorporated herein and made a part of this Agreement. Said fees shall remain in effect for the entire term of the Agreement.

If during the performance of the Services, Consultant makes a good faith determination that there will be a balance remaining in a task upon its completion, the Consultant, with the Agency's prior agreement, which shall not be unreasonably withheld, may reallocate that amount among other tasks that have not been completed but have exceeded or are estimated to exceed the amount originally allocated for those tasks.

4. PAYMENT:

The Agency shall pay Consultant for proper performance of the Services according to the fee schedule set forth in **Exhibit A**. On a monthly basis, Consultant will provide the Agency with a written invoice setting forth the hours spent by Consultant's assigned personnel along with any reimbursable expenses incurred during that month together with supporting documentation as requested by the Agency. The fees for services under this Agreement shall be due within thirty (30) calendar days after approval by the Agency of the invoice covering the services and reimbursable expenses.

5. AGREEMENT TIME:

This Agreement shall commence on **January 1, 2021** and shall terminate on **July 31, 2021**. Time is of the essence with respect to this Agreement. This Agreement's Time may be extended by mutual agreement of the parties. Consultant's Services shall be performed and the deliverables provided in accordance with the general schedule that is shown in **Exhibit A** and by this reference made a part of this Agreement.

6. INSURANCE:

Consultant shall procure and maintain at all times during the performance of the Agreement at its expense the following insurances:

(A)(i) **Workers' Compensation and Employer's Liability Insurance** for protection of Consultant's employees as required by the State of California and as will protect Consultant from loss or damage because of personal injuries, including death to any of its employees. Employers Liability insurance shall be provided in amounts not less than:

\$1,000,000 each accident for bodily injury

\$1,000,000 each employee for bodily injury by disease

\$1,000,000 policy limit for bodily injury by disease

- (A)(ii) **Comprehensive Automobile Liability Insurance** shall provide coverage for bodily injury and property damage liability. This policy shall protect Consultant against all liability arising out of the use of owned or leased automobiles both passenger and commercial. Automobiles, trucks, and other vehicles and equipment (owned, not owned, or hired, licensed or unlicensed for road use) shall be covered under this policy. Limits of liability for Comprehensive Automobile Liability Insurance shall not be less than \$1,000,000 per accident for bodily injury and property damage.
- (A)(iii) **Comprehensive General Liability Insurance** as will protect Consultant and the Agency from any and all claims for damages or personal injuries, including death, which may be suffered by persons, or for damages to or destruction to the property of others, which may arise from the Consultant's Services under this Agreement. Said insurance shall provide a minimum of \$1,000,000 Combined Single Limit coverage for personal injury, bodily injury, and property damage for each occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately for this Agreement or the general aggregate limit shall be twice the required occurrence limit. Such insurance will insure Consultant and the Agency from any and all claims arising from the following:
1. Personal injury;
 2. Bodily injury;
 3. Property damage;
 4. Broad form property damage;
 5. Independent contractors;
 6. Blanket contractual liability.
- (A)(iv) **Professional Liability Insurance** shall protect Consultant from claims arising out of negligent acts, errors or omissions of Consultant in the performance of the Service in an amount of not less than \$1,000,000. The policy shall cover the indemnity provisions under this Agreement. Consultant shall maintain this insurance for twelve (12) months after the Services required under this Agreement have been completed.
- (B) Consultant agrees to procure and maintain such insurances at Consultant's expense in full force and effect in a company or companies satisfactory to the Agency. All coverage shall remain in effect until completion of the Services.
- (C) Consultant will furnish the Agency with certificates of insurance issued by Consultant's insurance carrier(s) and countersigned by an authorized agent or representative of the insurance company. The certificates shall show that the insurance will not be cancelled, altered, or reduced without at least ten (10) days' prior written notice to the Agency. The certificates for liability insurance will show that liability assumed under this Agreement is included.
- (D) Consultant hereby grants to CMSA a waiver of any right to subrogation which any insurer of said Consultant may acquire against CMSA by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CMSA has received a waiver of subrogation endorsement from the

insurer.

- (E) The general liability and automobile liability insurance policies shall contain or be endorsed to contain the following provisions:
- (i) The Agency, its members including San Rafael Sanitation District, Ross Valley Sanitary District, Sanitary District No. 2 of Marin County, the City of San Rafael, the Town of Corte Madera, their respective commissioners, directors, councilmembers, officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its members including San Rafael Sanitation District, Ross Valley Sanitary District, Sanitary District No. 2 of Marin County, the City of San Rafael, the Town of Corte Madera, their respective commissioners, directors, councilmembers officers, officials, employees and volunteers.
 - (ii) For any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the Agency, its members including San Rafael Sanitation District, Ross Valley Sanitary District, Sanitary District No. 2 of Marin County, the City of San Rafael, the Town of Corte Madera, their respective commissioners, directors, councilmembers, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its members including San Rafael Sanitation District, Ross Valley Sanitary District, Sanitary District No. 2 of Marin County, the City of San Rafael, the Town of Corte Madera, their respective commissioners, directors, councilmembers, officers, officials, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute to it.
 - (iii) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (iv) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party except after ten (10) days' prior written notice by mail, has been given to the Agency. Consultant agrees to provide notification to the Agency in the event the insurance policies are suspended, voided, or reduced in coverage or limits.
- (F) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to CMSA.

Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of this Agreement. In addition to any other available remedies, Agency may

suspend payment to the Consultant for any services provided during any time that insurance was not in effect and until such time as the Consultant provides adequate evidence that Consultant has obtained the required insurance coverage.

CMSA, at its discretion, may waive insurance requirements or reduce the above stated coverage limits based on the Consultant's scope of work and complexity of the associated tasks.

7. NONDISCRIMINATORY EMPLOYMENT:

Consultant and/or any permitted sub-consultant, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age, condition of disability, or other protected category. Consultant and/or any permitted sub-consultant understands and agrees that Consultant and/or any permitted sub-consultant is bound by and will comply with the nondiscrimination mandates of all federal, state and local statutes, regulations and ordinances.

8. LICENSING AND PERMITS:

The Consultant shall procure and maintain as required the appropriate licenses and permits required to perform the Services throughout the life of this Agreement.

9. BOOKS OF RECORD AND AUDIT PROVISION:

Consultant shall maintain on a current basis complete books and records relating to this Agreement and the Services performed. Such records shall include, but not be limited to, documents supporting all billings to the Agency for the Services performed. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Agreement. In addition, Consultant shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Agreement. Consultant will permit Agency to audit all books, accounts or records relating to this Agreement or all books, accounts or records of any business entities controlled by Consultant who participated in this Agreement in any way. Any audit may be conducted on Consultant's premises or, at Agency's option, Consultant shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from Agency. Consultant shall refund any moneys erroneously charged.

10. TITLE TO INFORMATION & DOCUMENTS:

It is understood that any and all documents, including but not limited to Information, documents, and reports concerning this Agreement's Services prepared by and/or submitted to the Consultant, shall be the property of the Agency. The Agency may provide the Consultant's work product(s) to another person or entity in the future for a separate specific assignment. However, Consultant retains all intellectual property rights, including copyrights, applicable to

its work. The Consultant may retain reproducible copies of the documents that it prepares as part of the Services. In the event of the termination of this Agreement, for any reason whatever, Consultant shall promptly deliver all Information, including but not limited to writings, plans, reports and other documents to Agency without exception or reservation.

11. TERMINATION:

- (A) **Notice to Cure.** If Consultant at any time fails to properly and diligently perform the Services covered by the Agreement, or has committed a material breach of a provision of this Agreement, the Agency shall give Consultant written notice that within two (2) working days of its receipt of said notice, Consultant shall commence and continue satisfactory correction of such default or breach with diligence and promptness.
- (B) **Consultant Default.** If Consultant fails to commence, within two (2) working days after receipt from the Agency of the notice issued under the above paragraph (A) and diligently thereafter, to correct the default or breach, then the Agency may pursue any remedies available by common law, statute, or this Agreement, including, but not limited to, one or more of the following:
 - (i) withhold any sums due or thereafter to become due to Consultant under the Agreement and during such period such withheld amounts shall not accrue interest; or
 - (ii) terminate the Agreement.

Within seven (7) business days of Consultant's correction of the default or breach, the Agency shall release to the Consultant any monies withheld.

- (C) **Termination for Convenience.** The Agency may for its convenience and at any time and for any reason terminate Consultant's Services and this Agreement. Termination shall be by service of written notice to Consultant at its address for notice set forth below. Upon receipt of such notice, Consultant shall, unless the notice directs otherwise, immediately discontinue performing the Services.

Upon such termination, sub-consultants shall be entitled to payment only for the Services completed as of the date of termination pursuant to the Agreement.

Consultant shall not be entitled to any claim or claim for any additional compensation, lost profit, or other damages in the event of such termination.

12. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances of the Services herein, the Consultant, and the agents and employees thereof, shall act as an independent contractor and not as officers, employees or agents of the Agency. Consultant shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and worker's compensation for its employees.

13. AMENDMENT:

This Agreement may be amended or modified only by written agreement of all parties.

14. ASSIGNMENT OF SERVICES AND PERSONNEL:

The Consultant shall not subcontract or assign any portion of the Services required to be performed pursuant to this Agreement without the prior written approval of the Agency. Further, Consultant shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided and are acceptable to Agency, as is evidenced in writing.

15. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

16. INDEMNIFICATION:

Consultant shall indemnify, defend, and hold harmless the Agency, its members including San Rafael Sanitation District, Ross Valley Sanitary District, Sanitary District No. 2 of Marin County, the City of San Rafael, the Town of Corte Madera, and their respective commissioners, directors, councilmembers, officers, officials, and employees (collectively "Indemnitees") from any and all claims for damages including, but not limited to, money, expenses, and/or losses (collectively "Claim") to the extent Claim arises from Consultant's negligence, recklessness, and/or willful misconduct in the performance of the Services under this Agreement.

Notwithstanding the foregoing, for any Claim alleging Consultant's negligence, recklessness, and/or willful misconduct, Consultant's obligations and liability for costs of the Indemnitees' defense shall not exceed the Consultant's proportionate percentage of fault for the Claim.

17. STANDARD OF CARE:

Consultant shall complete the services required hereunder in accordance with the prevailing standard of care by exercising the skill and ability ordinarily required to perform the same or similar services, under the same or similar circumstances, in the State of California. Consultant shall, at no cost to the Agency, re-perform any part of the services which fail to satisfy the foregoing standard of care.

18. ESTIMATES AND PROJECTIONS:

Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water quality and/or quantity, or over the way the Agency's facilities and/or associated processes are operated and/or maintained. Data projections and estimates

are based on Consultant's opinion based on experience and judgment. Consultant cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by Consultant and Consultant does not and will be not liable to and/or indemnify the Agency and/or any third party related to any inconsistencies between Consultant's data projections and estimates and actual costs and/or quantities realized by the Agency and/or any third party in the future.

19. THIRD PARTIES:

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

20. FORCE MAJEURE:

Neither Consultant nor Agency shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storms, lightening, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either Consultant or Agency under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint.

21. COMPLIANCE WITH APPLICABLE LAWS:

In performance of the services, Consultant will comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards.

22. WAIVER:

A waiver by either the Agency or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing and executed by the waiving party. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

23. SEVERABILITY:

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the

occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

24. INTEGRATION:

This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the Consultant and Agency pertaining to this Agreement and the Services to be performed, whether written or oral.

25. NOTICES AND DESIGNATED REPRESENTATIVES:

Jason Dow is the designated representative for CMSA and will administer this Agreement for CMSA. Michele Pla is the designated representative for Consultant. Changes in designated representatives shall occur only by advance written notice to the other party.

All invoices shall be submitted and approved by the designated Agency representative and all notices shall be given to Agency at the following location:

1301 Andersen Drive
San Rafael, CA 94901

Notices shall be given to Consultant at the following address:

EPC Consultants
235 Pine Street, suite 1800
San Francisco, CA 94104

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on the date first above written.

APPROVED BY:

CENTRAL MARIN SANITATION AGENCY:

Jason R. Dow, General Manager

CONSULTANT:

Renee Noriega, Vice-President Operations

Scope of Services
For
Updating CMSA's Strategic Business Plan for
FY 2022-2026

The Central Marin Sanitation Agency (CMSA) has a well-developed and useful five-year Strategic Business Plan (SBP) which is relied on to develop annual Business Plans. The purpose of this scope of work is to facilitate and otherwise support CSMA to update the SBP for Fiscal Years (FY) 2022 through FY 2026 and to assist with developing an annual Business Plan for FY 2022.

The CMSA SBP represents a strategic path to effectively maintain and improve its operations and services. The SBP includes a statement of the mission, vision and values of the Agency and establishes goals, objectives and actions which are the clear priorities for time, talent, budgets, and other Agency resources. The SBP guides fundamental decisions and actions that will shape the Agency and moves it into the future.

EPC Consultants Vice President, Michele Pla, will facilitate and support the collaborative process to update the SBP, involving CMSA's Board of Commissioners (Board), the Agency Strategic Planning Committee, (ASPC), and the General Manager (GM).

The ASPC is a long-established group that provide overall business planning direction and implementation. Ms. Pla will work directly with the ASPC; they will provide content and context for the draft and revised SBP, and other items which may arise during the development of the updated SBP and the draft FY22 Business Plan.

Task 1 – Review SBP and Annual Plans

Task 1 is a review of the current SBP and all the annual Business Plans from the last five years. Ms. Pla will also review critical documents which provide the context for the strategic and tactical approach for the Agency.

Documents to be reviewed by Consultant include:

- Review current SBP and the five annual business plans and reports.
- FY 2021 Comprehensive Annual Financial Report (CAFR).
- Relevant Personnel Policies and Procedures.



Task 2 - Kick-Off With ASPC

Following the document review, Ms. Pla will facilitate a project Kick-Off Meeting with the ASPC. The objectives of this meeting are to:

- Introduce Ms. Pla and ASPC team members to each other.
- Review project goals and concerns and discuss potential challenges for the update of the SBP.
- Hear directly from the ASPC about what aspects of the current SBP and the annual Business Plans were positive for the Agency and what did not work as expected.
- Agree on purpose, schedule, and desired outcome of updating the SBP and the developing the FY22 Business Plan.
- Discuss the approach to developing a revised SBP, and the FY22 SBP; and
- Agree on a project communication process.

The Kick-Off Meeting will take up to three hours. Based on the meeting, Ms. Pla will submit to the full ASPC a project schedule and action notes.

Task 2 Deliverables

1. Agenda and action minutes for the Kick-Off Meeting
2. Proposed Schedule for Workshops and development of the drafts and final SBP and draft FY22 Business Plan.

Task 3 – SBP Assessment – Interview CSMA Board Members

In addition to the Kick-Off meeting with the ASPC, the assessment will include an interview with each Board member. The Board members will receive a list of questions in advance. Following the interviews with Board members, a second meeting with the ASPC will be scheduled to discuss the Board's assessment. During this second meeting with the ASPC Ms. Pla will also facilitate a high-level analysis of the potential changes and updates to the SBP.

Task 3 Deliverables

1. Proposed interview questions for each Board Member, provided to them in advance.
2. Brief presentation to ASPC about results of the Board interviews.
3. Agenda for second meeting with the ASPC.



4. Action Notes from the ASPC second meeting.

Task 4 - Board Workshop #1

The purpose of the Board Workshop #1 will be to discuss SBP revisions based on the Board interviews and the ASPC meetings. Ms. Pla will prepare a presentation for the Board which she will present to the ASPC in advance of the Board.

Task 4 Deliverables

1. Draft Board presentation as presented to ASPC/GM.
2. Final Board presentation with proposed changes to the SBP.
3. Action notes from the Board workshop.
4. Draft SBP and future Business Plan ideas based on the feedback from the Board.

Task 5 - ASPC Workshop #2

The action notes and draft SBP and future Business Plan ideas will be sent to the ASPC for review and discussion. A final ASPC Workshop will be held and facilitated by the Ms. Pla to review the feedback from the Board workshop, the action items, and the specific revisions to the SBP and ideas for the FY22 and future Business Plans.

After the ASPC workshop, the consultants will provide to the ASPC chairperson a final review of a written SBP document. This communication with the ASPC chairperson outside of a working session, will be consistent with the discussion during the first meeting in which communication and consensus would have been discussed. The review process will allow for final wordsmithing of the document to ensure the ASPC is comfortable with the final SBP product.

Task 5 Deliverables:

1. Agenda for the Workshop
2. Revised Draft SBP
3. Final Revised Draft as Recommended by the ASPC



Task 6 - Board Workshop #2

At the final workshop for the Board, Ms. Pla will provide a presentation which reviews the process which lead to the final recommended SBP. The Board will review the plans; Ms. Pla will facilitate a full discussion on the content and context of the SBP. The purpose of the workshop will be to obtain final revision and acceptance of the final SBP.

Based on this last workshop, Ms. Pla will provide a final text-version of the SBP to the General Manager and the ASPC for formatting and preparation of a published SBP. Ms. Pla will review the draft of the formatted plan before it is finalized and published by CMSA.

Task 6 Deliverables:

1. Presentation to the Board
2. Final Board approved version of the 5-year SBP

Task 7 – Draft FY22 Business Plan Review

Concurrent to the preparation of the final draft SBP, the ASPC will be developing the draft FY22 Business Plan that will be presented to the Board at its July meeting. Ms. Plan will review the draft FY22 Business Plan to ensure it aligns with the draft SBP and includes the Boards thoughts and ideas for future business plan items. Ms. Pla will provide her comments and suggested revisions to the GM and ASPC chairperson.

Budget and Schedule

The proposed budget allowance for this scope of work is \$26,091.

Task Description	Hours	Rate	Total \$
Task 1 - Review SBP and Annual Plans	10	246.14	2461.4
Task 2 - Kick-off with ASPC	16	246.14	3938.24
Task 3 - Interview with Board Members	20	246.14	4922.8
Task 4- Board Member Workshop 1	20	246.14	4,922.80
Task 5 - ASPC Workshop	18	246.14	4,430.52
Task 6 - Board Workshop 2	18	246.14	4,430.52
Task 7- FY 22 Business Plan Review	4	246.14	984.56
TOTAL PROPOSED Hours and Fee	106	NA	26,090.84



Below is a general schedule for the tasks; a detailed schedule for the work will be developed under Task 2. The completed and accepted updated 5-Year SBP will be delivered no later than May 30, 2021.

Schedule for Updating CMSA Strategic Business Plan	
Milestone	Month 2021
ASPC Kick-Off Meeting	January
Board Interviews	February
ASPC Workshop #1	March
Board Workshop #1	April
ASPC Workshop #2	April
Board Workshop #2	May
Prepare Final Draft 5-Year SBP	May
Review Draft FY 22 Business Plan	June



BOARD MEMORANDUM

December 3, 2020

To: CMSA Commissioners and Alternates
From: Kate Brouillet, Administrative Specialist
Approved: Jason Dow, General Manager
Subject: December Informational Items

Recommendation: Informational, provide comments or direction to the General Manager, as appropriate.

- A. Copy of a check from MCE dated November 12, 2020
Re: Feed-in-Tariff sales

- B. Letter dated November 24, 2020 to Anna Gallagher, California Regional Water Quality Control Board
Re: Monthly Self-Monitoring Report (SMR) – October 2020

Remittance Info: Inv #CMSA-MCE-09-2020

Marin Clean Energy
1125 Tamalpais Avenue
San Rafael, CA 94901
888-632-3674

JPMorgan Chase Bank, N.A.
Verify: 888-237-9615
90-7162/3222

A

0048305187

11/12/2020

PAY TO THE ORDER OF CENTRAL MARIN SANITATION AGENCY

\$ 5146.36

Five Thousand One Hundred Forty-Six and 36/100

DOLLARS

0019351 01 AB 0.416 **AUTO T8 0 5227 94901-533901 -C11-P19370-I

VOID AFTER 90 DAYS



CENTRAL MARIN SANITATION AGENCY
ATTN: JASON DOW
1301 ANDERSEN DRIVE
SAN RAFAEL, CA 94901-5339

⑈0048305187⑈ ⑆322271627⑆ 215376176⑈

From: Marin Clean Energy
Pay To: CENTRAL MARIN SANITATION AGENCY

Date: 11/12/2020
Check #: 48305187

Invoice #	Bill Amount	Payment Amount
CMSA-MCE-09-2020	\$5,146.36	\$5,146.36
Total		\$5,146.36

Dawn Weisz
Marin Clean Energy
1125 Tamalpais Avenue
San Rafael, CA 94901

Invoice Date: October 21, 2020
Invoice Period: September 2020
Invoice #: CMSA-MCE-09-2020

Re: Central Marin Sanitation Agency - Feed-In Tariff

In accordance with that certain Amended Small Renewable Generator Power Purchase Agreement between Central Marin Sanitation Agency ("Seller") and Marin Clean Energy ("Buyer"), dated March 23, 2018, Seller hereby invoices Buyer for metered renewable electricity generation produced by the CMSA Renewable Energy Expansion Project during the month of September 2020 (Interval beginning 0:15 on September 1, 2020 and ending 23:59 on September 30, 2020), a record of which is attached hereto:

FIT Generation Facility	Volume (MWh)	Rate (\$/MWh)	Amount
CMSA Biogas Fueled Gas Engine Generation - September 2020	49.013	\$ 105.00	\$ 5,146.36
Total this Invoice			\$ 5,146.36

Terms: Payable within 30 days of invoice receipt (FIT PPA, Section 2.6)

Should you have any questions, please contact me at your convenience.

Sincerely,
Jason Dow, General Manager
Central Marin Sanitation Agency

Remit payment by check to:
Central Marin Sanitation Agency
ATTN: Jason Dow
1301 Andersen Drive
San Rafael, CA 94901



This payment was sent to you by **bill.com**





November 24, 2020

California Regional Water Quality Control Board
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, CA 94612

Attention: Anna Gallagher

Subject: Monthly Self-Monitoring Report (SMR) – October 2020

The October 2020 monthly self-monitoring report for the Central Marin Sanitation Agency (CMSA) treatment plant has been submitted using the eSMR /California Integrated Water Quality System (CIWQS). This SMR conforms to CMSA's NPDES Permit Order #R2-2018-003, Alternate Monitoring and Reporting Requirements Permit Order #R2-2016-0008, the Nutrient Watershed Permit Order #R2-2019-0017 and the Mercury and PCBs Permit Order #R2-2017-0041.

Violations

There are no reportable NPDES Permit violation(s) for this reporting period.

Blending Events

The CMSA treatment facility did not exceed the maximum secondary capacity of 30 MGD. No blending events occurred during this monitoring period.

Data Validation

All regulatory daily, weekly, and monthly quality control calibrations/checks conducted during the month of October met established quality assurance acceptance criteria, except those data results indicated within the attached Quality Assurance report.

If there are any questions please contact me at (415) 459-1455, extension 101. Quality assurance data are available for all test results cited in this report. Values reported are measured values and each are subject to analytical variability. CMSA reserves the right to question data in an enforcement proceeding.

I certify under penalty of law that this document and all attachments are prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who managed the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for known violations (40 CFR 122.22(d)).

A blue ink signature of Loren C. Finton, written in a cursive style.

Loren C. Finton
Treatment Plant Manager

