



NOTICE TO CONSULTANTS
REQUEST FOR PROPOSAL/QUALIFICATIONS AND
CONTRACT
FOR
A NEW WRF SERVING MORRO BAY AND CAYUCOS
FACILITY MASTER PLAN

MARCH 19, 2015

Issued by:



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City of Morro Bay/Cayucos Sanitary District

Notice Requesting Proposals for Consulting Services:

WATER RECLAMATION FACILITY FACILITY MASTER PLAN

NOTICE IS HEREBY GIVEN the City of Morro Bay (the “City”) and the Cayucos Sanitary District (“District”), located in the County of San Luis Obispo, State of California, are requesting proposals from firms desiring to perform consulting services necessary for the development of a new Water Reclamation Facility (WRF) Facility Master Plan (FMP). The FMP is intended to provide a comprehensive facility planning document describing the treatment of wastewater flows to facilitate the delivery of reclaimed water to a variety of uses for at least a 30-year planning period. The FMP is part of a larger effort guiding the design of the new WRF, which also includes the development of a Master Water Reclamation Plan (MWRP). Although the efforts are related, Consultants are asked to focus on the FMP, but should design their work plan to address key issues necessary to complete and implement the MWRP. To the extent possible, consultants should conceptually address the components of the MWRP, with the understanding that some of the details associated with MWRP cannot be known until preparation of the FMP is substantially underway, and will need to be determined collaboratively with staff at the appropriate time. The City of Morro Bay Public Works Department must receive all proposals **by 3:00 p.m. on Tuesday, May 12, 2015**.

The City and District will not consider proposals received after that date and time. Submit proposals to the City of Morro Bay Public Works Department in a sealed envelope plainly marked with the proposal title, consultant name and address, and time and date of the proposal submittal deadline.

A **mandatory** pre-proposal informational meeting will be held at the City of Morro Bay offices on **April 13 and/or 15, 2015**, at a time to be determined. All proposers are required to attend this meeting, because it will not be possible for proposals to be fully responsive to the City’s and District’s needs without understanding the project’s complexities that will be more fully discussed at this meeting. Subcontractors to prime contractor proposers are not required to attend.

Proposals shall be mailed to: City of Morro Bay, Public Works Department, 595 Harbor St., Morro Bay, 93442; or had delivered to the Department at 955 Shasta Avenue, Morro Bay, 93442.

General Work Description:

The scope anticipated by this RFP will result in the development of a Water Reclamation Facility (WRF) Facility Master Plan (FMP) for a new WRF serving the Communities of Morro Bay and Cayucos.

This FMP will serve as a comprehensive planning document for a facility that will treat wastewater flows from the City of Morro Bay and the Cayucos Sanitary District, for a 30-year planning period.

The FMP shall help implement the following broad objectives:

- Produce tertiary, disinfected wastewater in accordance with Title 22 requirements for unrestricted urban irrigation in a cost effective manner for all ratepayers.
- Design to produce reclaimed wastewater for potential users, which could include public and private landscape areas, agriculture, or groundwater recharge.
- Coordinate with a master water reclamation plan that will develop a phased approach for bringing on recycled water customers in a cost effective manner.
- Develop treatment alternatives that are compatible with the widest range of likely uses.
- Allow for onsite composting
- Design for energy recovery
- Design to treat contaminants of emerging concern
- Design to allow for other possible municipal functions, i.e. City Corporation Yard on site.
- Ensure compatibility with neighboring land uses

The Morro Bay City Council has resolved to have a WRF operational prior to the expiration of the discharge permit for the existing WWTP, being five years more or less.

The existing Morro Bay Cayucos Wastewater Treatment Plant is currently designed to accommodate an average dry-weather flow of 2.06 MGD. All wastewater is treated through a primary treatment process, which includes screening, grit removal, and primary sedimentation. The WWTP contains a secondary treatment unit with a design capacity of a nominal 1.0 MGD, consisting of trickling filters, a solids-contact chamber, and a secondary clarifier. Typically, the majority of the flow (often more than 1 MGD) is diverted through the secondary treatment process. Secondary treated effluent is subsequently blended with primary effluent prior to discharge to the Pacific Ocean through a permitted outfall line.

The Facility Master Plan will, at a minimum, evaluate and analyze:

- The construction of a new WRF on the Rancho Colina site
- The conveyance facilities, pumping station and existing collection system modifications necessary to deliver the raw wastewater to the New WRF.
- The viable treatment alternatives for reliable long-term compliance with the current and anticipated future waste discharge requirements and 30-year flows.
- The FMP will make use of existing work prepared during the development of the former rehabilitation/reconstruction project at the existing WWTP site and documents prepared by the City and its consultants . These documents are available on the City's web site: www.morro-bay.ca.us/NEWWRF.

Proposal packages may be obtained at no cost, on the City's web site www.morro-bay.ca.us in the doing business/bid posting section. The telephone number for the Public Works Department is (805) 772-6261. For additional information, contact Bruce Keogh, Wastewater Division Manager Department at (805) 772-6261.

DESCRIPTION OF WORK

1. INTRODUCTION

The new Water Reclamation Facility (“WRF”) is proposed to be constructed on an approximately 10 to 15 acre parcel of property, which is a portion of an 187-acre parcel of property located approximately one mile east of the Morro Bay jurisdictional boundary and on the north side of Highway 41. The project will require modifications to the collection system, a new force main and pumping station to convey the raw wastewater to the site of the new WRF. The new WRF will serve residents of the City as well as those of the unincorporated community of Cayucos.

The FMP should focus on development of treatment alternatives and recommendations within the proposed WRF site. However, the ultimate goal for the WRF is to produce the maximum amount of reclaimed water feasible to supplement the water supply. The ultimate use of the reclaimed water is unknown at this time, but potentially includes: groundwater recharge, agricultural offsets, and/or indirect or direct potable use. Since the ultimate use of the reclaimed water will drive the selection of the treatment process, the City and District are looking to this FMP to coordinate with ongoing efforts to address that issue and to provide alternatives that are appropriate for the widest range of likely uses.

The existing Morro Bay - Cayucos Wastewater Treatment Plant (WWTP) is currently owned by the City of Morro Bay and the Cayucos Sanitary District and operated by the City under a Joint Powers Agreement (“JPA”). Under the terms of the JPA, the WWTP property is owned 60% by the City, and 40% by the District, and the City has rights to 65% of the WWTP capacity, the District 35 % of the capacity rights. The plant is located at 160 Atascadero Road in Morro Bay.

The current WWTP serves a population base of approximately 14,000 people within the two communities. The WWTP treated an average measured daily flow of 0.934 MGD during the 2014 calendar year and 1.244 MGD in 2011. The WWTP was designed to accommodate an average dry-weather flow of 2.06 MGD and presently contains a secondary treatment unit with a design capacity of 1.0 MGD, consisting of trickling filters, a solids-contact chamber, and a secondary clarifier. All wastewater is treated through a primary treatment process, which includes screening, grit removal, and primary sedimentation. Typically, the majority of the flow (often more than 1 MGD) is diverted through the secondary treatment process. Secondary treated effluent is subsequently blended with primary effluent. The entire blend is chlorinated for disinfection and then dechlorinated. The disinfected effluent is discharged into Estero Bay (Pacific Ocean) through a 27-inch diameter outfall that extends a distance of approximately 4400-feet in a northwesterly direction. The outfall terminates in a multiport diffuser situated approximately 2,900 feet from shore. The diffuser lies in 50 feet of water referenced to Mean Lower Low Water.

2. BACKGROUND

The WWTP is operated under a modified National Pollutant Elimination Discharge Permit (NPDES) No. CA007881 issued by the United States Environmental Protection Agency (USEPA) and the Central Coast Regional Water Quality Control Board (RWQCB). The WWTP has operated under a 301(h) modified discharge permit since it’s last upgrade in 1984. On July 7, 2003 the City submitted an application for renewal of NPDES permit No. CA0047881 to USEPA and the RWQCB. That permit expired in March 2014, but has been administratively extended and the final discharge permit for this plant is expected to be issued later this year. The City and District have recently

received correspondence from the Regional Water Quality Control Board expecting the new facility to be fully operational by 2021.

It is the intent of the City and District to develop and construct a new Water Reclamation Facility (WRF) at a currently preferred site, a property approximately one mile east on the City's jurisdictional boundary on a site known as "Rancho Colina."

On December 9, 2014 the Morro Bay City Council was presented the final site preference study prepared by John F Rickenbach Consulting and adopted Resolution 77-14 expressing a preference to locate the new WRF on the Rancho Colina site. The schedule, developed by John F. Rickenbach and Michael K Nunley Associates Engineers, outlines the required steps necessary to develop and construct a New WRF. The project schedule ("Schedule") anticipated using alternative delivery methods for the WRF in order to complete the project in the allotted 5 ± -year time schedule. The development of a Facility Master Plan ("FMP") is listed as the next priority task in the Schedule.

The City has available for review the many engineering studies and reference documents on its website www.morro-bay.ca.us/NEWWRF and <http://ca-morrobay.civicplus.com/index.aspx?nid=352> for the previous project.

3. GENERAL PROJECT DESCRIPTION

The purpose of this project is to develop an FMP for the new WRF, which will serve as a comprehensive planning document to treat wastewater flows for a 30-year planning period. The City recently adopted the Schedule for constructing the New WRF to meet full tertiary treatment standards within five years. The FMP will be utilized by the City and District to determine the steps necessary to select a preferred treatment process, construct the new WRF and demolish the existing plant. The completed goal for the project will result in a facility with full tertiary treatment capacity that is ready to provide water for further treatment to meet the water reclamation goals. The FMP should include detailed cost estimates for each of the treatment alternatives identified, conveyance system modifications and the demolition of the existing plant.

The FMP will coordinate with ongoing reclamation planning efforts, which include investigation to determine feasibility of percolation or subsurface injection of highly treated effluent; coordination with potential agricultural customers; development of a financing strategy; and establishment of effluent disposal goals. The FMP consultant will work collaboratively with all team members to share information and work toward a comprehensive, cohesive Master Water Reclamation Plan. Preliminary work related to hydrogeology in the Morro Valley and various constraint studies of the site are currently underway. The results will inform the FMP and reclamation planning efforts.

The FMP will build upon the previous work performed including a capacity evaluation already performed as a part of Amendment 2 to the FMP for the reconstruction of the existing wastewater treatment plant. The process will include analysis of a range of viable wastewater treatment process alternatives. The City and District are aware of and would like to explore several wastewater treatment options, including but not limited to phased in tertiary treatment, full tertiary treatment, and quaternary (or equivalent) treatment to meet reclaimed water quality standards.

The FMP shall include one or more viable treatment alternatives that provide reliable, cost effective, long-term wastewater treatment, and value for the City, District and their customers. It is

assumed the final process selection and detailed site design will be performed by final design team/design-build team. Therefore, it is expected that at least two viable conceptual alternatives must be presented in the FMP.

It is the express intent of the City and District for all communications with any and all other parties (RWQCB, EPA, non-profits, etc.) during the preparation of this proposal and future related work shall occur only with prior authorization of the Project Manager

Project Budget: The Contract award will be based on qualifications as determined by the City and District, as outlined in the proposal evaluation and selection criteria described in Section 3 of the Special Terms and Conditions. Following the award of contract, the City, in concert with the District, will negotiate a not-to-exceed value compensation and payment schedule with the selected consultant.

4. SCOPE OF CONSULTANT SERVICES

The City and District intend to hire a qualified consultant or consultant team to provide the following services and products. The FMP will focus efforts on the Rancho Colina site and will require collaboration with the project management team and other stakeholders to identify the necessary collection system modifications, influent lift station, and offsite pipelines required in order to meet the 5 +/- year project completion goal. The consultant team is encouraged and expected to provide additional or alternative scope items as they see fit and that are appropriate for the desired City and District goals. Conceptually, the scope of work should address the following:

1. Develop a FMP for the WRF that will provide a comprehensive planning document to treat wastewater flows for a 30-year planning period.
2. The FMP shall include, but is not limited to, the following:
 - Evaluate the existing wastewater flows and constituent loadings at the existing WWTP and identify and or confirm the projected future capacity requirements are reasonably correct.
 - Coordinate with the City's ongoing work to update its General Plan/Local Coastal Plan in order to consider impacts to future flows and loadings.
 - Evaluate the current and anticipated future waste discharge requirements. Potential future WRF upgrades that may be required to comply with anticipated future regulations shall be identified.
 - Evaluate the future solids generation, treatment, storage capacity, handling, and disposal or reuse options. The analysis should also consider alternatives including the City's stated goals of on-site composting of biosolids as well as potential energy recovery from the solids handling process.
 - Evaluate and provide a summary and comparison of the viable treatment alternatives for reliable long-term compliance with the current and anticipated future WWTP waste discharge requirements and 30-year flows. Treatment options include, but are not limited to:
 - a. Full tertiary treatment for 30-year future flows;

- b. Full Title 22 treatment for 30-year future flows.
 - c. Full tertiary treatment plus 700 Acre Feet/Year of production for Title 22 unrestricted irrigation reuse and phased implementation to full Title 22 unrestricted irrigation reuse for thirty (30) year future flows.
 - d. Identification and evaluation of any additional treatment requirements (above and beyond tertiary treatment) necessary to treat 100% of the design flow to water quality standards that can be utilized for water reclamation projects.
 - Anticipated uses for reclaimed water include: replacement of agriculture and landscape irrigation supplies and other non-potable uses, groundwater recharge and direct potable reuse as regulations change to accommodate. These additional treatment concerns include: salts removal and removal of emerging contaminants. Anticipated policies and regulatory trends should also be identified and considered in the planning effort.
 - e. Criteria for the evaluation of the recommended treatment alternative should include but not be limited to economic analysis that considers both capital and life cycle costs, reliability, energy use, process complexity, environmental impacts, public acceptance, and professional judgment.
- Evaluate the decommissioning and demolition requirements for the existing WWTP, depending on possible future site uses.
 - Focus planning efforts on the WRF to meet the schedule goals, and coordinate with the ongoing Master Water Reclamation Plan planning efforts. The Master Water Reclamation Plan will evaluate and provide recommendations for dealing with the impact of total dissolved solids on the proposed water reclamation program. Additionally, the Master Water Reclamation Plan will include a Salt and Nutrient Management Plan that assures protection of the groundwater supply and beneficial uses.
 - Provide recommended treatment processes based upon a summary and comparison of the viable treatment alternatives identified in the FMP. It is assumed the final process and site design will be selected by the City and District during the alternative delivery procurement process. While a complete design is not expected during planning, there should be presentation of the relevant design parameters to insure that all major components of the system have been included. Identify and evaluate space requirements and/or site development options required to implement the recommended treatment alternative.
 - Consider space allocation for future salts removal and/or other treatment processes that may be required for implementation of future phases of the City's Master Water Reclamation Plan. That may include the relocation of the City's water treatment plant (desal) to be co-located with the WRF.
 - The FMP should also address other City goals such as the re-location of the City's Corporation Yard at the WRF site, construction of a "Solar Farm" to offset energy needs ,the potential for a small Water Resources Education Center and incorporating a community park and openspace.

Include detailed cost estimates for each of the treatment alternatives identified, as well as the costs for decommissioning and demolition of the existing plant. The cost estimates should include, but are not limited to, capital costs, staffing plan, and operation and maintenance costs, along with addressing life cycle costs so the most cost effective alternatives that meet the projects goals can be presented.

MEETINGS AND DELIVERABLES

1. The Consultant shall submit ten (10) copies plus an electronic copy of the Facility Master Plan at the 33%, 67%, and 90% completion stages for City and District staff review and comment.
2. The Consultant will meet with City and District staff for an initial kick off meeting, and as required to complete the Facility Master Plan. It is estimated that eight (8) such staff level meetings will be held.
3. The Consultant shall provide detailed monthly status reports that address work performed in the preceding month, any problems or potential impacts to schedule or budget, and budget status.
4. The Consultant will also need to allow for sufficient meetings with the Water Reclamation Facility Citizens' Advisory Committee and other community advisory bodies, the Morro Bay City Council, and the Cayucos Sanitary District Board of Directors and Cayucos community advisory bodies. It is estimated that eighteen (18) such public meetings will be held.

Finished product shall include:

Twenty five (25) copies of the public review draft FMP and twenty five (25) copies of the final FMP, with the public review draft and final documents including an Executive Summary, along with an electronic version of the draft and final documents.

PROJECT SCHEDULE

A detailed schedule shall be included in the proposal. The schedule shall include a realistic time frame for all major tasks and identify milestone dates.

INTENDED USE OF CONSULTANT'S WORK

The Facility Master Plan produced by the Consultant is a necessary component of the process required for the City and District for the ultimate construction of a new WRF. After review and approval of the FMP, and approval of a recommended treatment alternative the City or the City and District will proceed with the next phases of the project to conduct the Environmental Review Process based on the preferred treatment alternative selected. Additionally, due to the very aggressive timeline, the FMP will serve as the basis for developing contract documents to implement the alternative project delivery (e.g. design-build) for the WRF. It is assumed that the collection system, lift station and pipeline design, and construction will proceed as design-bid-build projects, but that the FMP and parallel efforts by the City/District project management team will be used to refine the scope for the design Request(s) for Proposal.

GENERAL TERMS AND CONDITIONS

PROPOSAL REQUIREMENTS

1. **Requirement to Meet All Provisions.** Each individual or firm submitting a proposal shall meet all of the terms and conditions of the Request for Proposals (RFP) specifications package. By virtue of its proposal submittal, proposing consultant acknowledges agreement with and acceptance of all provisions of the RFP specifications.
2. **Proposal Submittal.** Each proposal must be submitted on the form(s) provided in the specifications and accompanied by any other required submittals or supplemental materials. Enclose proposal documents in a sealed envelope addressed to the City of Morro Bay Public Works Department, 595 Harbor, Morro Bay, California, 93442. In order to guard against premature opening, clearly label the proposal with the proposal title, name of consultant, and date and time of proposal deadline. The City and District will not accept FAX submittals.
3. **Insurance Certificate.** Each proposal must include a current certificate of insurance showing:
 - a. The insurance carrier and its A.M. Best rating of at least A-
 - b. Scope of coverage , occurrence based and limits, with a single limit of at least \$5M.
 - c. Deductibles and self-insured retention, neither of more than \$25,000.

The purpose of this submittal is to generally assess the adequacy of the proposing consultant's insurance coverage during proposal evaluation; as discussed under paragraph 12 below, endorsements are not required until contract award.

4. **Proposal Withdrawal and Opening.** A proposing consultant may withdraw its proposal, without prejudice, prior to the time specified for the proposal opening, by submitting a written request to the Public Works Director for its withdrawal, in which event the proposal will be returned to the consultant unopened. The City and District will not consider proposals received after the time specified or at any place other than that stated in the "Notice Requesting Proposals." The City and District will open and declare all proposals in public. Proposing consultants or their representatives are invited to be present at the opening of the proposals.
5. **Submittal of One Proposal Only.** No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested in writing by the City and District; however, an individual or business entity which has submitted a sub-proposal to a proposing consultant submitting a proposal, or who has quoted prices on materials to such proposing consultant, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other proposing consultants submitting proposals.
6. **Communications.** All timely requests for information submitted in writing will receive a written response from the City and District. The City and District do not encourage telephone communications with City and District staff but will allow them. However, any such oral communication shall not be binding on the City and District. [Refer to this Request for Proposal's Special Terms and Conditions, Paragraph 7.]

7. Each proposal shall identify all sub-consultants that are to be used in the preparation of the FMP and the respective tasks they are intended to perform.

CONTRACT AWARD AND EXECUTION

9. **Proposal Retention and Award.** The City and District reserves the right to retain all proposals for a period of 60 days for examination and comparison. The City and District also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations. The special terms and conditions of these specifications include proposal evaluation and contract award criteria.
10. **Competency and Responsibility of Proposing Consultant.** The City and District reserve full discretion to determine the competence and responsibility, professionally and/or financially, of proposing consultants. Proposing consultants will provide, in a timely manner, all information the City and District deem necessary to make such a decision.
11. **Contract Requirement.** The proposing consultant to whom award is made (Consultant) shall execute a written contract with the City and District within ten (10) calendar days after notice of the award has been sent by mail to it at the address given in its proposal. The contract shall be made in substantially the form adopted by the City and District and incorporated in these specifications.
12. **Insurance Requirements.** The Consultant shall provide insurance policies and endorsements of insurance policies in the form, coverages, and amounts specified in the Consultant Services Agreement within ten (10) calendar days after notice of contract award as a precondition to contract execution. The insurance policies shall extend to all sub consultants or each sub consultant shall supply their own policy.
13. **Business License.** The Consultant must have a valid City of Morro Bay business license prior to execution of the contract. Additional information regarding the City's business license program is available at the City of Morro Bay City Hall at 595 Harbor Street, Morro Bay, CA, 93442, (805) 772-6200.

CONTRACT PERFORMANCE

14. **Ability to Perform.** The Consultant warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, city, and special district laws, ordinances, and regulations.
15. **Laws to be observed.** The Consultant shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and San Luis Obispo County and City of Morro Bay ordinances, regulations and adopted codes during its performance of the work.
16. **Payment of Taxes.** The contract prices shall include full compensation for all taxes that the Consultant is required to pay.
17. **Safety Provisions.** The Consultant shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.
18. **Public and Employee Safety.** Whenever the Consultant's operations create a condition hazardous to the public or City or District employees, it shall, at its expense and without cost to the City and District, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and City/District employees.
19. **Preservation of City and District Property.** The Consultant shall provide and install suitable safeguards, approved by the City and District, to protect City and District property from injury or damage. If City and District property is damaged as a result of the Consultant's operations, it shall be replaced or restored at the Consultant's expense and to a condition as good as when the Consultant began work.
20. **Consultant Non-Discrimination.** In the performance of this work, the Consultant agrees that it will not engage in, nor permit such subconsultants as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.
21. **Disadvantaged Business Enterprise (DBE) Program.** The selected applicant's proposal will comply with all the requirements prescribed in the City and District's DBE program or demonstrate a good faith effort to do so. Adequate good faith efforts must be documented. A non-certified DBE may meet the City and District's goal through use of DBE subcontractors or suppliers.
22. **Terms and Conditions of Contract:** The successful firm will be required to enter into a contract substantially in the form attached and abide by all of the terms and conditions. As part of the Proposal, all firms shall specify and submit all conflicts with or exceptions to the terms and conditions. The City and District will view all firms not submitting such conflicts or exceptions to be in agreement with all of the terms and conditions therein.

SPECIAL TERMS AND CONDITIONS - REQUEST FOR PROPOSALS

1. **Proposal Content.** Your proposal must include the following information:

- a. Proposal submittal summary.

Qualifications

- b. Experience of your firm in performing similar services. Project understanding and examples of recent projects on which your firm has worked which you believe had similar facility master plan services for the proposed water reclamation facility construction project.
- c. The firm's capabilities and expertise in engineering, design, and construction of wastewater treatment facilities, and project management services.
- d. Resumes of the individuals assigned to this project, including any sub-consultants.
- e. Name(s) and specific experience of the individual or individuals at your firm that you propose as Project Manager or other substantial roles.
- f. Standard hourly billing rates for the assigned staff, including any sub-consultants.

Work Program

- g. Description of your approach to completing the work.
- h. Tentative schedule for completing the work, including estimated staff hours and rate schedule.
- i. Services or data to be provided by the City.
- j. Any other information that would assist us in making this contract award decision.

Submittal Forms

- k. Certificate of insurance.
- l. References from at least three entities or organizations for whom you have provided similar services (use form in proposal package).
- m. Statement and explanation of any instances regarding past governmental agency bidding or contract disqualifications or removal from a project.

Proposal Length and Copies

- n. Submit ten (10) bound copies and one electronic copy of the proposal.

2. **Consultant Information.** Proposing consultant shall submit a statement identifying contact information.

3. **Proposal Evaluation and Selection.** Proposals will be ranked by a 10 person City and District review committee, made up of City Council Members and District Board of Directors, City and District Staff, Water Reclamation Citizens Advisory Committee representatives, and Cayucos Citizens Advisory Committee representatives. The request for proposals will be ranked utilizing the following qualifications-based criteria:

| Criteria | Points |
|--|---------------|
| 1. Understanding of the Scope of Work (e.g. completeness of proposal; demonstrated grasp of work to be completed under this contract; expressed understanding of the project scope, objectives, and complexity). | 15 |
| 2. Past performance and related experience of firm (e.g. previous experience in performing similar projects, results of reference checks, administrative information) | 10 |
| 3. Expertise of technical and professional team members assigned to the project (e.g. team qualifications, specialized experience, professional competency of members in critical aspects, proven innovative approaches/techniques, knowledge of issues associated with the facility master plan). | 25 |
| 4. Proposed project approach (e.g. conceptual and technical approach in preparing the plan, including assurance of the consultant's ability to provide deliverables in a timely fashion and with high quality). | 25 |
| 5. Recent experience in successfully performing similar services in the Coastal Zone. | 10 |
| 6. Demonstrated ability to conform to City and District contract requirements | 10 |
| 7. Good faith effort to comply with the City's Disadvantaged Business Enterprise (DBE) program. | 5 |
| Total | 100 |

The City and District reserve the right to request clarification of information submitted, and to request additional information of one or more applicants prior to the selection for interviews. Based on the results of the review and ranking process, utilizing the stated evaluation criteria, the 3-4 top ranked firms may be invited back (at no cost to the City and District) for interviews.

If interviews are held, each interview will last approximately one hour. Approximately thirty minutes will be devoted to the firm's presentation of its proposal and its various elements, and the remainder a question and answer format between the Interview Committee and the consultant. Upon completion of all interviews, the Interview Committee will deliberate and rank the consultants, and designate the most qualified consultant for award of contract. The other firm's will be notified, and if negotiations are not successful with the top-ranked firm, or if that firm does not execute a contract agreeable to the City and District within 45 days of the notification, the City and District will cease discussions, and begin negotiations with the second highest ranked firm, etc., until a satisfactory contract is agreed upon; or the City and District may decide to reject all proposals and re-advertise the RFP.

4. **Contract Award.** Subject to the reservations set forth in Paragraph 9 of the General Terms and Conditions of these specifications, the City and District will award the contract to the most

qualified, responsible, responsive proposing consultant, using the proposal evaluation and selection criteria.

Following the award of contract, the consultant will negotiate with the City/District a compensation and payment schedule tied to accomplishing key tasks. The proposed compensation and payment schedule shall be tabulated in spreadsheet form, presenting each task complete with the level of effort from each team member. The proposed compensation schedule shall include a per meeting cost associated with staff level meetings as well as advisory Committees, City Council, and District Board meetings. The City/District must be able to determine and differentiate the costs associated with reviewing the tertiary treatment options, and other recommended alternatives alternatives. The Consultant shall monitor costs throughout the project. The “not to exceed fee” for this project will not be increased unless the scope of work is amended to include additional consulting services. Any increase in fees for additional consulting services must be confirmed in writing by the City/District prior to undertaking extra work.

5. **Failure to Accept Contract.** The following will occur if the Consultant whose proposal is accepted fails or refuses to enter into the contract: the City may negotiate with the next most qualified proposing consultant.
6. **Proposal Review and Award Schedule.** The following is an outline of the anticipated schedule for proposal review and contract award:

| | |
|--|--|
| Issue RFP | Wednesday, March 19, 2015 |
| Mandatory Pre-proposal Conference | Monday, April 13, 2015 and/or Wednesday, April 15, 2015 |
| Receive proposals | Tuesday, May 12, 2015 |
| Finalist Interviews | Week of May 25, 2015 |
| Complete proposal evaluation and finalize staff recommendation | Friday, June 12, 2015 |
| Award contract | Tuesday, June 23, 2015 |
| Execute contract | Tuesday, June 30 2015 |
| Start work | Friday, July 10, 2015 |

7. **Questions.** Direct questions or information requests concerning this project to Bruce Keogh, Wastewater Division Manager, City of Morro Bay Public Works Department, 955 Shasta, Morro Bay, CA, 93442, Bkeogh@morro-bay.ca.us, **no later than 4 p.m. on Monday, April 6, 2015.** Questions received after this time and date will not receive responses. The City and District will forward all questions and responses to all proposal holders to assure no one firm gains a competitive advantage or suffers a competitive disadvantage, the Q and A will be also presented at the pre-proposal conference. The City and District will attempt to respond to questions within one working day of their receipt.
8. **Ownership of Materials.** All original drawings, plan documents, computer models and other materials prepared by or in possession of the Consultant as part of the work or services under these specifications shall become the permanent property of the City and District. The

Consultant shall deliver any or all of these materials and documents to the City and District upon demand.

9. **Release of Reports and Information.** Any reports, information, data, or other material given to, prepared by or assembled by the Consultant as part of the work or services under these specifications shall be the property of City and District and shall not be made available to any individual or organization by the Consultant without the prior written approval of the City and District.
10. **Copies of Reports and Information.** If the City and District request additional copies of reports, drawings, specifications, or any other material in addition to what the Consultant is required to furnish in limited quantities as part of the work or services under these specifications, the Consultant shall provide such additional copies as are requested, and City and District shall compensate the Consultant for the costs of duplicating of such copies at the Consultant's direct expense.
11. **Accuracy of Scope of Consultant Services.** The City and District find the Scope of Consultant Services for this project to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Although the effect of ambiguities or defects in the Scope will be as determined by law, any patent ambiguity or defect shall give rise to a duty of proposing consultant to inquire prior to proposal submittal. To the extent that the Scope of Consultant Services constitute performance parameters, the City and District shall not be liable for costs incurred by the successful proposing consultant to achieve the project's objectives or standards beyond the amounts provided therefore in the proposal. If, after entering into the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the Scope of Consultant Services, or any other matter whatsoever, Consultant shall immediately notify the City and District in writing, and the Consultant and all subconsultants shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a contract amendment has been granted by City/District. Failure to provide the hereinbefore described written notice within one working day of Consultant's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or the ambiguity in the Scope of Consultant Services concerning the dispute.

PROPOSAL SUBMITTAL FORM - SUBCONSULTANT LISTING

Describe briefly the work scope of each sub-consultant. Attach additional pages if required.

Sub-consultant

| | |
|---|--|
| Company Name | |
| Contact Individual | |
| Telephone & FAX number | |
| Street Address | |
| City, State, Zip Code | |
| Description of services to be provided. | |

Sub-consultant

| | |
|--|--|
| Company Name | |
| Contact Individual | |
| Telephone & FAX number | |
| Street Address | |
| City, State, Zip Code | |
| Description of services to be provided | |

Sub-consultant

| | |
|--|--|
| Company Name | |
| Contact Individual | |
| Telephone & FAX number | |
| Street Address | |
| City, State, Zip Code | |
| Description of services to be provided | |

REFERENCES

Number of years engaged in providing the services included within the scope of the consultant services under the present business name:_____.

Describe fully the last three contracts performed by your firm that demonstrate your ability to provide the services included with the scope of the consultant services. Attach additional pages if required. The City and District reserve the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

| | |
|---|--|
| Customer Name | |
| Contact Individual | |
| Telephone & FAX number | |
| Street Address | |
| City, State, Zip Code | |
| Description of services provided including contract amount, when provided and project outcome | |

Reference No. 2

| | |
|---|--|
| Customer Name | |
| Contact Individual | |
| Telephone & FAX number | |
| Street Address | |
| City, State, Zip Code | |
| Description of services provided including contract amount, when provided and project outcome | |

Reference No. 3

| | |
|---|--|
| Customer Name | |
| Contact Individual | |
| Telephone & FAX number | |
| Street Address | |
| City, State, Zip Code | |
| Description of services provided including contract amount, when provided and project outcome | |

Appendicies

A.
Vicinity Map

B.
Rancho Colina Site

C.
Project Schedule

D.
Sample Contract

CITY OF MORRO BAY/CAYUCOS SANITARY DISTRICT
(Make a three Party Contract)

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made, by and among, the City of Morro Bay, a municipal corporation (“City”), Cayucos Sanitation District, a California special district (“District”) and _____, a California corporation, *and/or* *[insert individual’s name]* dba *[insert business name if not a corporation]* (“Consultant”). In consideration of the mutual covenants and conditions set forth herein the parties agree as follows:

1. TERM

This Agreement shall commence on **XXXX ____ 2015**, and shall remain and continue in effect until tasks described herein are completed, but in no event later than September 30, 2014, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of their ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. CITY MANAGEMENT

City’s Public Services Director shall represent City and District in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Consultant. City’s City Manager shall be authorized to act on City and District’s behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change Consultant’s compensation, subject to Section 5 hereof.

5. PAYMENT

(a) City and District agree to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, and based upon actual time spent on the above tasks. That amount shall not exceed **{INSERT AMOUNT IN THE FOLLOWING FORMAT}**. **Twenty-Five Thousand, Seven Hundred Fifty-Three Dollars and no cents (\$25,753.00)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City and District's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall such sum exceed {INSERT AMOUNT 10% OF THE ABOVE TOTAL, IN THE FOLLOWING FORMAT} Two Thousand, Five Hundred Seventy-Five Dollars and thirty cents (\$2,575.30). Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days after receipt of each invoice as to all non-disputed fees. If City or District disputes any of Consultant's fees, then it shall give written notice to Consultant within fifteen (15) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) City and District may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant at least ten-days' (10-days') prior written notice. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If City and District suspends or terminates a portion of this Agreement, then such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, City and District shall pay to Consultant the actual value of the work performed up to the time of termination. Upon termination of the Agreement pursuant to this Section, Consultant will submit an invoice to City and District pursuant to Section 3.

7. DEFAULT OF CONSULTANT

(a) Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event Consultant is in default for cause under the terms of this Agreement, City and District shall have no obligation or duty to continue compensating Consultant for any work performed after the date Consultant is notified of default and can terminate this Agreement immediately by written notice to Consultant. If such failure by Consultant to make progress in the performance for work hereunder arises out of causes beyond Consultant's control, and without fault or negligence of Consultant, then it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, then he/she shall cause to be served upon Consultant a written notice of the default. Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City and District shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City and District that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City and District or each of their designees at reasonable times to such books and records; shall give City and District the right to examine and audit said books and records; shall permit City and District to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, and full payment by City and District for services performed pursuant to, this Agreement, all final work product such as documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of City and District and may be used, reused, or otherwise disposed of by City or District without the permission of Consultant. With respect to computer files, Consultant shall make available to City and District, as a service in addition to those set forth herein, at Consultant's office and upon reasonable written request by City and District, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. INDEMNIFICATION

(a) Design Professional Indemnification. Notwithstanding anything herein to the contrary, to the fullest extent permitted by law for all design professional services arising under this Agreement, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor.

(b) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City, District and any and all of each of their officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent same are caused by any negligent act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement. City and District agree to hold harmless and indemnify Consultant from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse or reuse by others of the computer files or any other document provided by Consultant under this Agreement.

(c) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall

indemnify, defend and hold harmless Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant.

(d) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City or District to monitor compliance with these requirements imposes no additional obligations on City or District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Indemnified Parties as set forth herein is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached to and part of this agreement.

11. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to City and District a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor District nor any of their officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of City or District. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City or District, or bind City or District in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City and District shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City and District. City and District shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Consultant shall at all times observe and comply with applicable legal requirements in effect at the time the drawings and specifications are prepared.

Indemnified Parties shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants no undue influence or pressure is used against or in concert with any Indemnified Parties in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City or District will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City and District to any and all remedies at law or inequity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City or District, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City and District's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager, Executive Director or unless requested by the City Attorney or District Counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within City or District. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City and District notice of such court order or subpoena.

(b) Consultant shall promptly notify City and District if Consultant, or any of its officers, employees, agents, or subconsultants are served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within City or District. City and District retain the right, but has no obligation, to represent Consultant or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate with City and District by providing the opportunity to review any response to discovery requests provided by Consultant. However, City and District's right to review any such response does not imply or mean the right by City or District to control, direct, or rewrite said response.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt

showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: City of Morro Bay
595 Harbor Street
Morro Bay, CA 93442
Attention: **Contact**

To District: Cayucos Sanitation District
200 Ash Avenue
Cayucos, CA 93430
Attention: _____

To Consultant: _____

Attention: _____

17. ASSIGNMENT

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of City and District.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

19. GOVERNING LAW

City, District and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over City and District.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. CONTENTS OF PROPOSAL

Consultant is bound by the contents of the proposal submitted by Consultant, Exhibit A hereto.

22. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MORRO BAY

CONSULTANT (2 signatures required if corporation)

By: _____
[Authorized City Representative or Mayor]

By: _____
(Signature)

Attest:

(Typed Name)

Dana Swanson, City Clerk

Its: _____
(Title)

By: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Approved As To Form:

Joseph W. Pannone, City Attorney

CAYUCOS SANITATION DISTRICT

By: _____
[Authorized District Representative]

Approved as to form:

By: _____
Tim Carmel,
Legal Counsel