

**JOINT MEETING
CITY OF MORRO BAY AND CAYUCOS SANITARY DISTRICT
WASTEWATER TREATMENT PLANT
(UNDER JOINT POWERS AGREEMENT)**

Cayucos Sanitary District Board of Directors:

Robert Enns, President
Dan Chivens, Vice-President
Cary Maffioli, Director
Shirley Lyon, Director
Dan Lloyd, Director

City of Morro Bay City Council:

Jamie Irons, Mayor
Noah Smukler, Mayor Pro Tem
Matt Makowetski, Councilmember
John Headding, Councilmember
Christine Johnson, Councilmember

AGENDA

MEETING DATE:

6:00 p.m., Thursday, March 12, 2015

MEETING PLACE:

Multi-Purpose Room, Community Center
1001 Kennedy Way
Morro Bay, CA 93442

HOSTED BY:

City of Morro Bay

Notice: Councilmember Johnson will attend the meeting
via teleconference, as permitted by Government Code, section 54953,
from the following location

**7195 Manzanita Lane
Yosemite National Park, CA 95389**

This agenda will be posted at the teleconference location
which will be accessible to the public, should the public wish to
attend the meeting at the teleconferencing location

CALL TO ORDER AND ROLL CALL

COUNCIL AND BOARD ANNOUNCEMENTS

PUBLIC COMMENT PERIOD

Members of the audience wishing to address the governing bodies on Morro Bay-Cayucos Wastewater Treatment Plant (WWTP) business matters may do so at this time. By the conditions of the Brown Act, the governing bodies may not discuss issues not on the agenda, but may set items for future agendas. When recognized by the Chair, please come forward to the podium and state your name and address for the record. Comments should be limited to three minutes. All remarks shall be addressed to the governing bodies, as a whole, and not to any individual member thereof. This governing body requests that you refrain from making slanderous, profane, or personal remarks. Please refrain from public displays or outburst such as unsolicited applause, comments, or cheering. Any disruptive activity that substantially interferes with the ability of this governing body to carry out its meeting will not be permitted and offenders will be requested to leave the meeting. Your participation in these joint meetings is welcome and your courtesy will be appreciated.

A. CONSENT CALENDAR

Unless an item is pulled for separate action by the City Council or Cayucos Sanitary District Board, the following items are approved without discussion.

A-1 MINUTES OF JANUARY 8, 2015 JPA MEETING

Recommendation: Approve as submitted

A-2 STATUS REPORT OF THE MAJOR REPAIR AND MAINTENANCE PLAN (MMRP) FOR THE WWTP

Recommendation: Receive and file

A-3 WWTP OPERATIONS REPORT THROUGH DECEMBER, 2014

Recommendation: Receive and file

B. OLD BUSINESS - NONE

C. NEW BUSINESS

C-1 DISCUSSION AND APPROVAL OF A REQUEST FOR PROPOSAL (RFP) FOR A FACILITY MASTER PLAN FOR THE PROPOSED WATER RECLAMATION FACILITY (WRF)

Recommendation: Following discussion by the City Council and Cayucos Sanitary District Board, they direct staff to issue an RFP for the new WRF

C-2 DISCUSSION OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND SANITARY DISTRICT FOR THE NEXT STEPS IN DEVELOPING A WRF

Recommendation: Following discussion by the City Council and Sanitary District Board shall:

- 1. Enter into a MOU for the next steps required to develop a new WRF, or**
- 2. Continue the item and provide direction to their staffs regarding any modifications necessary to the MOU(s)**

C-3 SCHEDULE NEXT JOINT MEETING AND FUTURE AGENDA ITEMS

ADJOURNMENT - (Next meeting will be hosted by the Cayucos Sanitary District)

Copies of staff reports and other public documentation relating to each item of business for this meeting are available for inspection at Morro Bay City Hall at 595 Harbor Street and the Cayucos Sanitary District at 200 Ash Ave. A copy of this packet is available from the City of Morro Bay for copying at Mills Copy Center and from the Cayucos Sanitary District for a copy and duplication charge. Any person having questions regarding any agenda items may contact Bruce Keogh, Wastewater Division Manager (City of Morro Bay) at 772-6261 or Rick Koon, District Manager (Cayucos Sanitary District) at 995-3290. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Public Services' Administrative Technician at (805) 772-6261, or the Cayucos Sanitary District at (805) 995-3290. Notification 24 hours prior to the meeting will enable the City and District to make reasonable arrangements to ensure accessibility to this meeting.

Materials related to an item on this Agenda submitted to the City of Morro Bay or the Cayucos Sanitary District after distribution of the agenda packet are available for public inspection at the scheduled meeting.

Betty Winholtz spoke on Agenda Item C-1, Proposed Next Steps, and stated these steps need to be prioritized. She questioned why the purchase of the land for the facility cannot be completed until after the environmental document is certified and if you do not know what the project description is, how can you do an environmental study?

Doug Claassen, Manager at Morro Dunes RV Park, presented signed petitions from guests requesting removal of the current waste water treatment plant when the new plant is built at a different location.

Mayor Irons closed Public Comment period.

A. CONSENT CALENDAR

A-1 MINUTES OF NOVEMBER 13, 2014 JPA MEETING

A-2 MINUTES OF DECEMBER 11, 2014 JPA MEETING

A-3 STATUS REPORT OF THE MAJOR REPAIR AND MAINTENANCE PLAN (MMRP) FOR THE WWTP

MORRO BAY MOTION: Christine Johnson moved to approve Consent Calendar, John Headding seconded and the motion passed unanimously (5-0).

CAYUCOS MOTION: Dan Lloyd moved to approve the Consent Calendar, Shirley Lyon seconded and the motion passed unanimously. (5-0).

B. OLD BUSINESS - None

C. NEW BUSINESS

C-1 WATER RECLAMATION FACILITY (WRF) PROJECT UPDATE; INCLUDING REVIEW OF PROPOSED NEXT STEPS

David Buckingham stated the purpose of this meeting is to provide an update and a review of the proposed next steps and does not require any motions or specific direction. Clear proposals and recommendations will be presented by staff at the next JPA meeting and staff is working towards developing a RFP (Request for Proposal) for a Facilities Plan and an EIR (Environmental Impact Report) and presenting them to the Board at the next meeting.

Rob Livick presented a PowerPoint slide show which included the following:

Recommendation

- Receive Update
- Provide Comments
- Questions About the Process
- Did we capture the essence of the “etc, etc, etc” from the December Joint meeting?

Preferred Site Selection

- “Rancho Colina” selected by City Council as its preferred site to begin the Facilities Master Planning and Environmental Review 12-9-2014
- Confirmed by both City and CSD at the 12-11-2014 Joint Meeting

- Decision based on work by JFR, MKN and Carollo Engineers

Proposed Next Steps

- Agreement between the City and the CSD for project development on the Rancho Colina Site for the Facilities Master Planning and Environmental Review phases including:
 - Roles of the City and CSD in the review of the work of technical consultants
 - Cost sharing formula for the future expenditures
 - Reimbursement due to both parties for work performed since January 2013 based upon the formula established in Item B
 - Ultimate relationship is between the two agencies including consideration of a customer/service provider relationship
 - Extend the contract with John F. Rickenbach Consulting for project management/facilitation, initial environmental and engineering work needed to fully develop the scope required for Facilities Master Planning and Environmental Review
 - Engage the expertise of geotechnical/hydrogeological consultant that can further define any geotechnical site constraints and explore the details of groundwater recharge in the Morro Valley
 - Coordinate with Coastal Commission, LAFCO and San Luis Obispo County regarding the annexation of the WRF site and permit coordination
 - Engage consultant(s) to review cultural, biological and other environmental issues in advance of the formal environmental process to identify and mitigate or eliminate any unknown potentially fatal flaws
- Work with the JFR and CSD team to develop Request for Proposals for:
 - Development of a Facilities Master Plan for the proposed New WRF
 - The Environmental Review (pursuant to CEQA and potentially NEPA) for the proposed New WRF

Conclusions

- City's Goal is to have the new WRF operational within the time frame established in Morro Bay City Council Resolution 17-14
- Its critical the project team stays engaged in the process and continues to move forward with the items listed above as next steps
- Should continue to work with its existing consultant management team JFR Consulting and MKN & Associates on project development and coordination

Wrap Up

- Comments
- Questions
- Did we capture the essence of "etc, etc, etc" from the December Joint meeting?
- Council Meeting on January 13, 2015 for additional direction to City Staff

Discussion amongst City Council and City staff included the need to prioritize the proposed steps, establish the relationship between the City and the CSD, confirm goals of the project, to work on a parallel path on many items, purchase of the property, environmental review and the water quality goals and the reuse of the water will direct what the plant process will be.

David Buckingham stated three items will be presented to City Council at the next JPA meeting:

1. A draft MOU allowing the City of Morro Bay and the CSD to work together up to the point of releasing a RFP for the facilities master plan and the environmental review.

2. An initial framework of what a future relationship with the CSD is comprised of.
3. Framework on how negotiations with the property owner will be processed.

Rob Livick clarified the next steps will be presented in a scheduled format by priority and sequence. He also clarified the current plant will be abandoned.

Mayor Irons turned the question period over to the CSD.

The CSD thanked City Council for clarifying expectations and liked the three items that will be presented at the next JPA meeting and the need for City staff and CSD staff to work closely together. Prior to the EIR being completed, annexation and preliminary property purchase prices should be addressed.

Mayor Irons opened Public Comment.

Bill Martony stated it is important for Morro Bay and Cayucos to work together. There is a need to know the footprint of a plant before an EIR can be addressed and there are other options such as an ox ditch or a MBR plant. Extra water can be stored at Whale Rock Reservoir.

Barry Branin questioned if the plant could be operated by Morro Bay and offer Cayucos use of the plant as a customer. He questioned if Morro Bay should proceed alone on the project until there is an agreement with Cayucos in order to move the project forward.

Mayor Irons closed Public Comment.

Mayor Irons opened discussion for Cayucos.

Dan Lloyd thanked Bill Martony for his comments and contribution for looking at other options for the plant.

Robert Enns turned the discussion over to Mayor Irons.

Mayor Irons clarified the MBR is a higher power consumption facility and Rob Livick concurred. The water quality goals and the reuse of the water will direct what the plant process will be.

Rob Livick stated John Rickenbach is preparing a RFP for project facilitation and project management for the City and the CSD to review and make a decision.

Discussion amongst City Council and staff included David Buckingham's three item list, the need to address and define what the relationship is between the City and the CSD, the extension and cost of a contract with Rickenbach Consulting for project management facilitation versus creating a new City position for a Project Manager, the need to move this project forward, working with the technical sub-committee, a strategic approach with the fatal flaws and issues with conveyance, parallel structure and different technologies for the WRF.

David Buckingham reiterated the now four items (he added an item) to be presented to City Council at the next JPA meeting are:

1. MOU - Staffs will work cooperatively to develop a draft MOU that describes how the City and the CSD will work together and share costs to jointly release a RFP for a facilities master plan and environmental review.
2. Project Goals - Staffs will work cooperatively to bring to the JPA a set of proposed project goals.

3. Future Governance - Staffs will work cooperatively to develop a proposed framework that will help determine the governance structure of the future WRF at Rancho Colina.
4. Property Negotiations - Staffs will work cooperatively to bring to the JPA Board a framework describing the process for negotiating with the land owner.

John Headding requested clarification on Item 1C and would like to incorporate all the past costs.

C-2 SCHEDULE NEXT JOINT MEETING AND FUTURE AGENDA ITEMS

The next JPA meeting is scheduled for February 11, 2015 and will be hosted by Cayucos.

ADJOURNMENT

Mayor Irons adjourned the meeting at 7:29 p.m.

Minutes Recorded by:
Kay Merrill
Morro Bay Public Services Department

STAFF REPORT

CITY OF MORRO BAY-CAYUCOS SANITARY DISTRICT WASTEWATER TREATMENT PLANT (WWTP)

TO: Honorable Mayor and City Council, City of Morro Bay
Honorable President and Board of Directors, Cayucos Sanitary District

FROM: Bruce Keogh, Morro Bay Wastewater Division Manager

DATE: March 5, 2015

SUBJECT:

Status Report of a Major Maintenance & Repair Plan (MMRP) for the WWTP

RECOMMENDATION:

Morro Bay and Cayucos Sanitary District staffs recommend this report be received and filed.

FISCAL YEAR:

No fiscal impact at this time as a result of this report. Fiscal impact is addressed through the budget process.

BACKGROUND:

This staff report is intended to provide an update on the development of the MMRP for the WWTP. At the February 14, 2013, JPA meeting the Council and District Board approved the development of an MMRP and made the following motion:

- Direct staff to prepare a time sensitive and prioritized MMRP for the WWTP with an anticipated rolling 2 year budget;
- The JPA solicit proposals from a qualified firm, or firms, to provide technical advice and analysis on an as needed basis as determined by Morro Bay's Public Services Director and Cayucos Sanitary District Manager; and
- The Morro Bay Public Services Director and Cayucos Sanitary District Manager report back to the JPA on a semi-annual basis on the progress and costs associated with the MMRP.

Development of an MMRP will assist the City and District in projecting the budgeting of expenditures required to keep the current plant operating in compliance with regulatory requirements.

Staff's focus has continued to be on developing and implementing work on the MMRP projects approved for the FY14/15 budget. The adopted FY14/15 budget contains \$1.221M in funding MMRP projects. The funds represent new MMRP projects as well as roll over from the FY13/14 budget for the headworks screening project and chlorine contact tank repairs.

Additionally, in anticipation of the budget preparation process for the 2015/2016 fiscal year, staff is continuing to coordinate with City and District staff as well as MKN to identify priority projects and

develop budgetary numbers for inclusion in the MMRP for the next fiscal year's budget for the WWTP. The goal in developing the budget for the MMRP is to recognize that the City has a goal to have the new WRF operational during the life of the next NPDES operational permit. This goal will insure prudent spending on this facility and still maintain the high quality effluent that is discharged to the Estero Bay.

DISCUSSION

Digester #1 Repair

Staff from Earth Systems conducted non-destructive testing of the digester tank structure on January 9. The results of those tests indicate that the concrete structure is still in satisfactory condition. Staff from Mike Nunley & Associates is currently developing a bid package for repairing and coating the tank interior and for the sandblasting and coating process. Plant staff is continuing to proceed with the repair and replacement of the valving and piping on digester #1.

Chlorine Contact Basin Improvements

This project has been postponed until after the winter months to ensure a good weather window for the work to be completed. Staff have executed a contract with the contractor, but insurance documents and logistical issues delayed project implementation. In the event the project has to be performed in the next four months, the necessary equipment and supplies are on-site, and the wwtp crew is ready whenever the weather and logistical issues allow. The work will require by-passing the chlorine contact for at most a twenty-four hour period. By-passing of the tank will result in an effluent violation and the associated minimum mandatory penalty of \$3,000. During the time period the tank is off-line, staff will chlorinate and disinfect the effluent, but will not be able to dechlorinate the effluent resulting in the violation. Both staff at the Regional Water Quality Control Board and the California Department of Health Shellfish Division has been notified of our intent to delay the repair plans and the intent to by-pass the chlorine contact tank.

Rehabilitation of primary clarifier #2

Staff has been discussing various strategies for the cost effective repairs of the cat walk on primary clarifier #2. Depending on the choice of strategies they anticipate beginning repairs in April or May. They have also purchased valving and piping for repairs to the sludge and scum pump piping on the two clarifiers. The anticipated work includes repairs to the metal framework on the flights and skimmer cage assembly; repairs to the catwalk, repair and replacement of piping and valving, and other associated components.

Purchase and Installation of New Distributor Arms on Biofilter Improvement Project

Staff will continue to work with City Public Works Engineering staff and MKN for the purchase and installation of new distributor arms on biofilter #2 and replacement of the main bearing on the turntable. These units are a critical component of the secondary treatment system. This project was deferred from the FY13/14 budget to cover the costs of the emergency repairs to the auxiliary generator.

Floodwall Installation at the Biofilters and Interstage Pumping Station

Staff will continue to work with City Public Works Engineering staff on the design and installation of flood walls around the periphery of the two biofilters and interstage pumps to prevent inundation during a flooding event in accordance with the requirements of the existing and anticipated NPDES permit.

CONCLUSION

Staff will continue to bring a status report on the development of the MMRP at future joint Council and District Board meetings.

STAFF REPORT

**CITY OF MORRO BAY-CAYUCOS SANITARY DISTRICT
WASTEWATER TREATMENT PLANT (WWTP)**

TO: Honorable Mayor and City Council, City of Morro Bay
Honorable President and Board of Directors, Cayucos Sanitary District

FROM: Bruce Keogh, Morro Bay Wastewater Division Manager

DATE: March 5, 2015

SUBJECT: WWTP Operations Report through December, 2014

RECOMMENDATION:

This Department recommends this report be received and filed.

FISCAL IMPACT:

None

SUMMARY:

Attached, find copies of the Morro Bay-Cayucos WWTP reports, for October, November and December 2014 and the WWTP flow summary, through December 2014. This information updates the item from the November 13, 2014 meeting.

The City of Morro Bay-Cayucos Sanitary District Wastewater Treatment Plant

MONTHLY OPERATIONS SUMMARY OCTOBER 2014

Flow for the month of October averaged 0.824 Million Gallons per Day (MGD). Removal of suspended solids ranged from 79.2 % to 94.5 % for the month, with an average removal of 88.2 % for the month. BOD removal ranged from 79.3 % to 90.7 % for the month, with an average removal of 85.8 % for the month. There was no rainfall for the month. For the month of October, the plant was in compliance with the discharge and receiving-water limitations specified in the NPDES discharge permit. Other than normal operations and maintenance, the following items are noteworthy:

During the month of October, staff continued preparations for taking digester #1 off-line for cleaning and repairs. While digester #1 is offline, digester #2 will function as the primary digester and digester #3 will serve as the secondary digester. Historically digester #3 has served as a primary digester. Activities for the month included operational changes to both digester #1 and digester #3. Activities included:

- Continued operation of the well pumps in two of the dewatering wells at the plant. The wells lower the ground water levels around digester #1 while repairs are preformed upon the digester.
- October 6, staff stopped feeding primary sludge to digester #3. The digester continued to be heated and mixed using the sludge recirculation and gas mixing systems.
- On October 7 – 10, staff lowered the sludge level within digester #3 to facilitate gravity transfer of sludge from digester #2 to digester #3. Digester #3 has a floating dome, allowing the sludge level to be adjusted more easily than a traditional fixed cover digester.
- October 13, staff shut down the digester gas mixing system on digester #3.
- October 14, staff shut down the hot water recirculation loop to the digester #3.
- October 15, staff stopped the transfer of sludge from digester #2 to digester #1, isolating digester #1 in preparation for opening the man ways on top of the digester.
- October 15, staff installed a temporary 6” above ground piping system to allow for removing solids from the bottom draw off line on digester #3. The existing system has a frozen valve that staff cannot open or replace until the digester is empty.
- October 16, plant staff shut down the sludge recirculation system on digester #3, completing the transition of digester #3 to a secondary digester.
- October 22, staff injected nitrogen gas into the gas space at the top of digester #1 to minimize the risk of an explosive environment when the digester is opened to the atmosphere. At 1130 hours the man ways on the top of digester #1 were opened. At 1200 hours, plant staff began pumping the contents of the digester to the sludge drying beds. They discovered that upon opening the digester, the amount of solids and debris within the digester was greater than anticipated. They were unable to pump as much of the digester contents to the sludge beds as anticipated. They have coordinated with the digester cleaning company to modify the scope of work to include additional cleaning time as well as dewatering of the solids and debris removed in the cleaning process. Dewatering is required as there is not enough space in the sludge drying beds to accommodate both the material from the digester and the solids generated from normal operations.
- The man ways on the top of digester #1 remain open and ventilation was established utilizing the man ways located on top of the digester.
- October 22, staff at the Air Pollution Control District was notified that the digester had been opened to the atmosphere and the progress of the digester cleaning project.
- After the digester #1 has been cleaned, plant staff and staff from Mike Nunley and Associates will evaluate the condition of the digester and make recommendations for sandblasting and coating of the interior of the digester and any other repairs required to bring the digester back on-line.

During October, the City and District continued with activities related to the procurement and installation of new influent screens and a washer compactor unit at the headworks. Raminha completed the installation of the second influent screen located in the south influent channel on October 3. The Vulcan factory representative was on-site on October 8 to inspect the equipment, perform startup-procedures, and further train staff on the operational parameters for the screens and washer compactor. The screens and associated equipment are now operational. Raminha Construction, Inc. has substantially completed the installation and is currently working to complete the punch list for any remaining items covered under their contract. The new influent screens have greatly reduced the amount of debris in the downstream plant processes. Plant staff is happy to report the screens are removing approximately two hundred pounds of rags, plastics, and debris on a daily basis.

During the month of October, staff continued with arrangements to schedule a contractor to install new head and idler shafts, sprockets, and wall mounted bearing assemblies for the chlorine contact tank chain and flight system. The equipment arrived at the plant on October 24 and was purchased from CaseCotter. The new equipment will replace existing equipment within the chlorine contact tank. The current project schedule calls for the contractor to install the new equipment during the month of November. The schedule may be delayed slightly depending on when a good weather window can be coordinated with the contractor's schedule. Plant staff will also be making minor repairs to other equipment within the tank when the tank is off-line. The work will require by-passing the chlorine contact for at most a twenty-four hour period. By-passing of the tank will result in an effluent violation and the associated minimum mandatory penalty of \$3,000. During the time period the tank is off-line, staff will chlorinate and disinfect the effluent, but will not be able to dechlorinate the effluent resulting in the violation. Both staff at the Regional Water Quality Control Board and the California Department of Health Shellfish Division have been notified of our repair plans and the intent to by-pass the chlorine contact tank.

On October 13, plant staff installed a new LMI chemical dosing pump, it replaces one of the two existing Sodium Hypochlorite flow paced pumps used for disinfection of the effluent.

On October 16, plant staff installed a new thermostat on the new Hach American Sigma 900 refrigerated composite sampler used to collect effluent samples. Staff had discovered on October 14 that the refrigeration unit was not operating correctly. They notified Hach who sent a new thermostat as the unit is still under warranty.

On October 14, staff from SLO Powerhouse performed the quarterly maintenance service on the plants emergency auxiliary generator. No problems were noted during the inspection and service.

On October 21, staff from Alpha Electric replaced a faulty local remote switch on the gas recirculation blower for Digester #2.

On October 31, plant staff made preparations for the arrival of the first storm of the year. Preparations included checking the alarms for the chlorine contact tank and the main gate on the influent channel.

The following reports were submitted to the appropriate agencies:

- The Discharge Monitoring Forms (DMR) for September 2014

The following reports were submitted to the CIWQS electronic reporting system:

- The September 2014 Monthly Monitoring Data
- The Third Quarter Receiving Water Survey July 2014

On September 3, Mr. Steve Sibley, a grade I Operator retired from his position at the plant. The City is currently conducting a recruitment to fill the vacant Operator position.

The National Estuary Program Volunteer Monitoring Program continued analysis of bacterial samples collected from throughout the watershed in the laboratory at the plant. The volunteers are using space provided in the lab by plant staff.

The permanent household hazardous waste collection facility (PHHWCF) at the plant continued to be well used by the public. Between twenty and fifty participants are using the facility each Saturday. During the month of September, staff from the PHHWCF performed annual maintenance on the facility.

The City of Morro Bay-Cayucos Sanitary District Wastewater Treatment Plant

MONTHLY OPERATIONS SUMMARY NOVEMBER 2014

Flow for the month of November averaged 0.935 Million Gallons per Day (MGD). Removal of suspended solids ranged from 78.2 % to 94.7 % for the month, with an average removal of 87.8 % for the month. BOD removal ranged from 76.2 % to 92.3 % for the month, with an average removal of 85.3 % for the month. There was 1.19 inches of rain for the month. For the month of November, the plant was in compliance with the discharge and receiving-water limitations specified in the NPDES discharge permit. Other than normal operations and maintenance, the following items are noteworthy:

During the month of November, staff completed the process for taking digester #1 off-line for cleaning and repairs. Staff is still coordinating a schedule with the digester cleaning contractor to arrive on site for cleaning and dewatering purposes. Staff expects to complete the cleaning and dewatering during the month of December. While digester #1 is offline, digester #2 will function as the primary digester and digester #3 will serve as the secondary digester. Historically digester #3 has served as a primary digester. Activities for the month included operational changes to both digester #1 and digester #3. Activities included:

- Continued operation of the well pumps in two of the dewatering wells at the plant. The wells lower the ground water levels around digester #1 while repairs are preformed upon the digester.
- The man ways on the top of digester #1 remain open and ventilation was established utilizing the man ways located on top of the digester.
- Plant staff started work on repairing the piping on the heat exchanger for digester #3. Plant staff anticipate the repairs will be the same procedure as that used to repair and rehabilitate the heat exchanger on digester #2.
- Staff installed a two-inch globe valve on the supply piping that feeds the sluice behind the influent bar screens. The new valve will give staff better control of the water flow to the sluice.
- After the digester #1 has been cleaned, plant staff and staff from Mike Nunley and Associates will evaluate the condition of the digester and make recommendations for sandblasting and coating of the interior of the digester and any other repairs required to bring the digester back on-line.

During November, the City and District continued with activities related to the procurement and installation of new influent screens and a washer compactor unit at the headworks. Raminha Construction has successfully completed the installation of both the influent screens and the washer compactor and the screens and associated equipment are now operational. City staff will be filing a Notice of Completion following approval by the City Council and District Board at their December 11 JPA meeting. The new influent screens have greatly reduced the amount of debris in the downstream plant processes. Plant staff is happy to report the screens are continuing to remove approximately two hundred pounds of rags, plastics, and debris on a daily basis.

During the month of November, staff continued with arrangements to schedule a contractor to install new head and idler shafts, sprockets, and wall mounted bearing assemblies for the chlorine contact tank chain and flight system. The equipment arrived at the plant on October 24 and was purchased from CaseCotter. The new equipment will replace existing equipment within the chlorine contact tank. The current project schedule calls for the contractor to install the new equipment during the second week in December, weather permitting. The schedule may be delayed slightly depending on when a good weather window can be coordinated with the contractor's schedule. Plant staff will also be making minor repairs to other equipment within the tank when the tank is off-line. The work will require by-passing the chlorine contact for at most a twenty-four hour period. By-passing of the tank will result in an effluent violation and the associated minimum mandatory penalty of \$3,000. During the time period the tank is off-line, staff will chlorinate and disinfect the effluent, but will not be able to dechlorinate the effluent resulting in the violation. Both staff at the Regional Water Quality Control Board and the California Department of Health Shellfish Division have been notified of our repair plans and the intent to by-pass the chlorine contact tank.

On November 5, staff from Ponton Industries, the factory representative for American Sigma, checked the calibration of the influent flow meter located in the metering manhole on the thirty-inch influent trunk line at the plant. To calibrate the meter, staff plugged the thirty-inch influent trunk line upstream of the twenty-seven inch Palmer-Bowlus flume to calibrate the meter to a zero flow set point. The Calibration Certificate received from Ponton Industries states, "*Read -0.442 inches, Set to 0.00 inch (0.00GPM)*". They also did a comprehensive review of the programming parameters of the American Sigma 980 Flow Meter Totalizer. In addition, they verified the Toshiba magnetic flow meters for the primary sludge flow meter and the Return Activated Sludge flow meter. They also verified the Thermopolysonics Clamp-on Ultrasonic Meter used to record flow to the secondary clarifier.

On November 24, staff from Perrys Motors installed main influent pump #2 which had been removed on November 13 for repairs and maintenance. Staff from Perrys Motors installed a new seal and bearings on the pump. While the pump was off-line, plant staff replaced the 21/2" drain and repacked the knife gate valve on the supply piping to influent pump #2.

On November 13, staff from Perrys Motors installed sump pump P2211 in the lower headworks. The pump had been removed on July 25, for repairs and maintenance. Repairs included disassembly for inspection and the installation of new bearings and seals, and machine work on the shaft.

On November 24, staff from Perrys Motors installed the motor on secondary biofilter pump P#4504. The motor was removed on November 17, and transported to their shop for inspection and maintenance.

On November 14, plant staff discovered and repaired a leak in the two inch potable water line that feeds the headworks area.

On November 17, staff installed the Davis Vantage Pro 2 weather station that had been removed and sent to the factory for inspection and maintenance.

During November, staff from Doug Allred Construction poured concrete in two areas of the plant following repairs by plant staff to underground valving.

On November 6, Mr. Tim Fuhs of the Air Pollution Control District (APCD) toured the plant as part of the annual APCD permit inspection process. No issues were noted during the inspection.

The following reports were submitted to the CIWQS electronic reporting system:

- The October 2014 Monthly Monitoring Data
- The Discharge Monitoring Forms (DMR) for October 2014
- The Fourth Quarter Receiving-Water Survey, October 2014

During the month of November, the City completed the recruitment for a new Grade I Operator. Mr. Dane Lundy, a certified Grade I Operator is scheduled to begin work on January 5, 2015.

On November 4, Mr. Bruce Keogh attended a webinar on Ebola risk in wastewater sponsored by the California Water Environment Association (CWEA) and the Center for Disease Control (CDC).

The National Estuary Program Volunteer Monitoring Program continued analysis of bacterial samples collected from throughout the watershed in the laboratory at the plant. The volunteers are using space provided in the lab by plant staff.

The permanent household hazardous waste collection facility (PHHWCF) at the plant continued to be well used by the public. Between twenty and fifty participants are using the facility each Saturday. During the month of September, staff from the PHHWCF performed annual maintenance on the facility.

The City of Morro Bay-Cayucos Sanitary District Wastewater Treatment Plant

MONTHLY OPERATIONS SUMMARY DECEMBER 2014

Flow for the month of December averaged 1.058 Million Gallons per Day (MGD). Removal of suspended solids ranged from 87.6 % to 95.9 % for the month, with an average removal of 90.3 % for the month. BOD removal ranged from 75.9 % to 94.0 % for the month, with an average removal of 85.3 % for the month. There was 3.36 inches of rain for the month. Other than normal operations and maintenance, the following items are noteworthy:

On December 16, Mr. Bruce Keogh notified Mr. Katie DiSimone of the Regional Water Quality Control Board by email that the plant had exceeded the "Maximum Daily" limitation for total chlorine residual on December 16. The chlorine residual concentration reported for 1030 hours on December 16 was 3.04 mg/L. The "Daily Maximum" limitation listed in Section IV. C2 of Order NO. R3-2008-0065 is 1.07 mg/L. After discovering the elevated total chlorine residual, plant staff immediately checked the Wallace and Tiernan Micro 2000 total chlorine residual analyzers, the sodium hypochlorite pumps used for disinfection, and the sodium bisulfite pumps used for dechlorination. At that time they discovered that the digital display on the flow paced sodium bisulfite pump #3 (an LMI Microprocessor Dosing Pump Model #B941) indicated the pump was in the off position. They immediately corrected the situation by turning the pump back on, resulting in adequate bisulfite dosing to dechlorinate the effluent. Lab staff pulled an additional total chlorine residual sample; the sample had a chlorine residual of <0.05 mg/L, which is the detection limit of the test. Staff monitored the bisulfite dosing pumps on the December 16 and 17 to ensure proper operation. On December 17 at 1630 hours, staff noted sodium bisulfite pump #3 was not operational and they replaced the pump with a new dosing pump. Based upon the events noted above, staff believes that the original problem noted on December 16 was the result of sodium bisulfite dosing pump #3 experiencing an intermittent electrical problem with the internal electrical controls of the pump.

During the month of December, staff completed the process for cleaning digester #1. While digester #1 is offline, digester #2 will function as the primary digester and digester #3 will serve as the secondary digester. Historically digester #3 has served as a primary digester. Activities for the month included operational changes to both digester #1 and digester #3. Activities included:

- Continued operation of the well pumps in two of the dewatering wells at the plant. The wells lower the ground water levels around digester #1 while repairs are performed upon the digester.
- Staff from Wastewater Solids Management Company arrived at the plant to begin the process of cleaning and dewatering the solids and debris inside digester #1. They started on December 15 and completed the cleaning process on December 31.
- After the digester #1 has been cleaned, plant staff and staff from Mike Nunley and Associates will evaluate the condition of the digester and make recommendations for sandblasting and coating of the interior of the digester and any other repairs required to bring the digester back on-line.
- Plant staff continued work on repairing the piping on the heat exchanger for digester #3. Plant staff anticipate the repairs will be the same procedure as that used to repair and rehabilitate the heat exchanger on digester #2.

During December, the City and District completed activities related to the procurement and installation of new influent screens and a washer compactor unit at the headworks. City staff filed a Notice of Completion following approval by the City Council and District Board at their December 11 JPA meeting. The new influent screens have greatly reduced the amount of debris in the downstream plant processes. The screens are removing approximately two hundred pounds of rags, plastics, and debris on a daily basis.

During the month of December, staff continued with arrangements to schedule a contractor to install new head and idler shafts, sprockets, and wall mounted bearing assemblies for the chlorine contact tank chain and flight system. The equipment arrived at the plant on October 24 and was purchased from CaseCotter. The new equipment will replace existing equipment within the chlorine contact tank. The current project schedule calls for the contractor to install the new equipment during the beginning of January, weather permitting. The schedule may be delayed slightly depending on when a good weather window can be coordinated with the contractor's schedule. Plant staff will also be making minor repairs to other equipment within the tank when the tank is off-line. The work will require by-passing the chlorine contact for at most a twenty-four hour period. By-passing of the tank will result in an effluent violation and the associated minimum mandatory penalty of \$3,000. During the time period the tank is off-line, staff will chlorinate and disinfect the effluent, but will not be able to dechlorinate the effluent resulting in the violation. Both staff at the Regional Water Quality Control Board and the California Department of Health Shellfish Division have been notified of our repair plans and the intent to by-pass the chlorine contact tank.

On December 18, the outfall pipeline and diffuser system was inspected by Carson Porter Diving. They reported that the outfall appears to be in good condition, with no plugged or broken diffusers. They attempted to video the outfall, but their video camera failed. They have made arrangements to get video of the outfall in January 2015 and to replace bolts on the upper flanges of the diffusers.

On December 19 staff drained the chlorine contact tank for inspection and emergency repairs. Prior to draining the chlorine contact tank, staff drained the grit chamber and primary clarifier on December 15 and 18 respectively. On December 19, while the repairs were performed, plant staff filled the empty tanks while they pumped the contents of the chlorine contact tank to a sludge bed to maximize the time the tank could be offline. Staff began the process of draining the chlorine tank at 0200 hours and the tank was empty and clean at 0440 hours. Staff performed a detailed inspection and repaired a broken drive chain in the south chamber. Staff also inspected the guide rails on the walls of the north tank in preparation for installing new head and idler shafts, sprockets, and wall mounted bearing assemblies for the chlorine contact tank chain and flight system. The tank was full and flowing at approximately 1030 hours. While the flow was shut down to the chlorine contact tank, staff was able to maximize the allotted work time within the tank by filling the grit chamber and primary clarifier #2 in combination with the low flow periods experienced during the early morning hours; this resulted in no effluent being discharged while the repairs were being performed.

On December 1, plant staff drained primary clarifier #1 and took it off line for 5 days for inspection and maintenance. While it was drained, staff excavated and replaced the six-inch valve used to drain the clarifier. They also adjusted

the flights used to push sludge to the sludge pumping pit, and replaced the sacrificial anodes on the steel infrastructure within the tank. The tank was refilled and operational on December 5 at 1650 hours.

On December 17, staff drained the grit chamber to determine why grit pump P2501 was not pumping efficiently. They washed down the tank, removed the grit accumulated in the grit pumping pit and discovered that a sign had fallen into the tank and been sucked onto the pump inlet. They removed the sign and the pump is now operating as designed. The grit chamber was refilled on December 19 as part of the emergency repair process for the chlorine contact tank noted above.

On December 10, staff from Gleim Crown installed secondary effluent pump P4504. The pump had been removed on December 1, for repairs and maintenance. After staff from Gleim Crown reinstalled pump P4504, they removed secondary effluent pump P4505 and took it to their shop for repairs and maintenance. Secondary effluent pump P4505 was reinstalled on December 22. Repairs included disassembly for inspection and the installation of new bearings and seals, and machine work on the shaft. The motors for both secondary effluent pumps were also removed and inspected by Perrys Motors.

On December 4, staff from Alpha Electric completed the installation of a new battery backup system for the main influent pump control system at the headworks. They also completed work on the Opto Controller used to control the main influent pumps. LES

On December 23, staff from Backflow Service inspected and serviced the backflow preventers at the plant.

During December, staff from Alpha Electric completed the installation of space heaters in the electrical cabinets in all the Motor Control Centers at the plant. The heaters were installed due to a recommendation by Black & Veatch during their electrical equipment assessment dated January 2014. Their report stated, *“Most electrical panels, MCCs, and cabinets exhibit light to moderate corrosion; however, additional space heating in or around these cabinets would help keep corrosion in control.”*

During December, plant staff made preparations for replacing the 1000 gallon ferrous chloride storage tank with a new 2500 gallon storage tank. The larger tank will provide more operational flexibility and reduce shipping costs. Preparations included purchase of a new tank, modifications to the supply and discharge piping, and modifications to the ferrous chloride containment structure. The new tank installation should be complete and operational by the end of January.

Plant staff responded to the following alarms during the month of December:

- On December 2, at 2057 hours, staff responded to a high chlorine residual alarm at the plant. They inspected the dosing pumps and calibrated the chlorine residual analyzers. They performed a detailed inspection and no other problems were noted.
- On December 3, at 0030 hours, staff responded to a high chlorine residual alarm at the plant. They made minor adjustments to the dosing pumps and calibrated the chlorine residual analyzers. They performed a detailed inspection and no other problems were noted. Staff believes the high chlorine alarm was due to the heavy rainfall at that time. Staff noted that the change in the alarm set point for the chlorine residual alarm was effective in prompting a quick response time.
- On December 6, at 0030 hours, staff responded to a high chlorine residual alarm at the plant. They made minor adjustments to the dosing pumps and calibrated the chlorine residual analyzers. They performed a detailed inspection and no other problems were noted.
- On December 12, at 0002 hours, staff responded to a low chlorine residual alarm at the plant. They made adjustments to the dosing pumps and calibrated the chlorine residual analyzers. They performed a detailed inspection and no other problems were noted. Staff believes the low chlorine alarm was due to increased flows from the heavy rainfall at that time.
- On December 12, at 0310 hours, staff responded to a high chlorine residual alarm at the plant. They made minor adjustments to the dosing pumps and calibrated the chlorine residual analyzers. They performed a detailed inspection and no other problems were noted. Staff believes the high chlorine alarm was due to the

adjustments to increase the chlorine dose made earlier that night during high flows. After the rain stopped and the flows decreased, the increased hypochlorite dose resulted in the high level alarm.

- On December 15, at 1930 hours, staff responded to a low chlorine residual alarm at the plant. They made minor adjustments to the dosing pumps and calibrated the chlorine residual analyzers. They performed a detailed inspection and no other problems were noted. Staff believes the low chlorine alarm was due to increased flows from heavy rainfall at that time.
- On December 16, at 0405 hours, staff responded to a high chlorine residual alarm at the plant. They made minor adjustments to the dosing pumps and calibrated the chlorine residual analyzers. They performed a detailed inspection and no other problems were noted. Staff believes the high chlorine alarm was due to the adjustments to increase the chlorine dose made earlier that day during high flows. After the rain stopped and the flows decreased, the increased hypochlorite dose resulted in the high level alarm.
- Staff noted that the narrow range in the alarm set points for the chlorine residual alarms was effective in prompting a quick response time.

The following reports were submitted to the CIWQS electronic reporting system:

- The November 2014 Monthly Monitoring Data
- The Discharge Monitoring Forms (DMR) for November 2014

During the month of November, the City completed the recruitment for a new Grade I Operator. Mr. Dane Lundy, a certified Grade I Operator is scheduled to begin work on January 5, 2015.

The National Estuary Program Volunteer Monitoring Program continued analysis of bacterial samples collected from throughout the watershed in the laboratory at the plant. The volunteers are using space provided in the lab by plant staff.

The permanent household hazardous waste collection facility (PHHWCF) at the plant continued to be well used by the public. Between twenty and fifty participants are using the facility each Saturday. During the month of September, staff from the PHHWCF performed annual maintenance on the facility.

| 2012 | Total Plant Flow | | Cayucos Flow Total | | | Morro Bay Flow Total | | | # of days | Dates |
|------------------------|------------------|--------------|--------------------|--------------|--------------|----------------------|--------------|--------------|-----------|--------------------------|
| | Total Flow | Daily Flow | Total Flow | Daily Flow | % | Total Flow | Daily Flow | % | | |
| JAN | 34.443 | 1.111 | 7.444 | 0.240 | 21.6% | 26.999 | 0.871 | 78.4% | 31 | Jan 1-Jan 31, 2012 |
| FEB | 30.478 | 1.051 | 6.440 | 0.222 | 21.1% | 24.038 | 0.829 | 78.9% | 29 | Feb 1-Feb 29, 2012 |
| MAR | 33.971 | 1.096 | 7.711 | 0.249 | 22.7% | 26.260 | 0.847 | 77.3% | 31 | March 1 - 31, 2012 |
| APR | 35.523 | 1.184 | 8.573 | 0.286 | 24.1% | 26.950 | 0.898 | 75.9% | 30 | April 1 - April 30, 2012 |
| MAY | 33.393 | 1.077 | 7.390 | 0.238 | 22.1% | 26.003 | 0.839 | 77.9% | 31 | May 1 - 31, 2012 |
| JUNE | 40.101 | 1.337 | 7.687 | 0.256 | 19.2% | 32.414 | 1.080 | 80.8% | 30 | June 1-30, 2012 |
| JULY | 46.989 | 1.516 | 9.832 | 0.317 | 20.9% | 37.157 | 1.199 | 79.1% | 31 | July 1-31, 2012 |
| AUG | 34.343 | 1.108 | 8.191 | 0.264 | 23.9% | 26.152 | 0.844 | 76.1% | 31 | August 1-31, 2012 |
| SEPT | 28.167 | 0.939 | 6.825 | 0.228 | 24.2% | 21.342 | 0.711 | 75.8% | 30 | September 1-30, 2012 |
| OCT | 27.793 | 0.897 | 6.788 | 0.219 | 24.4% | 21.005 | 0.678 | 75.6% | 31 | October 1-31, 2012 |
| NOV | 26.892 | 0.896 | 6.295 | 0.210 | 23.4% | 20.597 | 0.687 | 76.6% | 30 | November 1-30, 2012 |
| DEC | 29.608 | 0.955 | 8.023 | 0.259 | 27.1% | 21.585 | 0.696 | 72.9% | 31 | December 1-31, 2012 |
| ANNUAL AVERAGES | 33.475 | 1.097 | 7.600 | 0.249 | 22.9% | 25.875 | 0.848 | 77.1% | | |
| 2013 | Total Flow | Daily Flow | Total Flow | Daily Flow | % | Total Flow | Daily Flow | % | # of days | Dates |
| JAN | 31.654 | 1.021 | 8.141 | 0.263 | 25.7% | 23.513 | 0.758 | 74.3% | 31 | Jan 1-Jan 31, 2013 |
| FEB | 27.890 | 0.962 | 6.431 | 0.222 | 23.1% | 21.459 | 0.740 | 76.9% | 29 | Feb 1-Feb 29, 2013 |
| MAR | 30.827 | 0.994 | 7.341 | 0.237 | 23.8% | 23.486 | 0.758 | 76.2% | 31 | March 1 - 31, 2013 |
| APR | 28.201 | 0.940 | 7.122 | 0.237 | 25.3% | 21.079 | 0.703 | 74.7% | 30 | April 1 - April 30, 2013 |
| MAY | 28.627 | 0.923 | 6.310 | 0.204 | 22.0% | 22.317 | 0.720 | 78.0% | 31 | May 1 - 31, 2013 |
| JUNE | 29.489 | 0.983 | 6.493 | 0.216 | 22.0% | 22.996 | 0.767 | 78.0% | 30 | June 1-30, 2013 |
| JULY | 34.606 | 1.116 | 10.289 | 0.332 | 29.7% | 24.317 | 0.784 | 70.3% | 31 | July 1-31, 2013 |
| AUG | 30.808 | 0.994 | 8.119 | 0.262 | 26.4% | 22.689 | 0.732 | 73.6% | 31 | August 1-31, 2013 |
| SEPT | 27.756 | 0.925 | 6.769 | 0.226 | 24.4% | 20.987 | 0.700 | 75.6% | 30 | September 1-30, 2013 |
| OCT | 27.480 | 0.886 | 6.529 | 0.211 | 23.8% | 20.951 | 0.676 | 76.2% | 31 | October 1-31, 2013 |
| NOV | 27.351 | 0.912 | 6.628 | 0.221 | 24.2% | 20.723 | 0.691 | 75.8% | 30 | November 1-30, 2013 |
| DEC | 27.685 | 0.893 | 6.340 | 0.205 | 22.9% | 21.345 | 0.689 | 77.1% | 31 | December 1-31, 2013 |
| ANNUAL AVERAGES | 29.365 | 0.963 | 7.209 | 0.236 | 24.4% | 22.155 | 0.726 | 75.6% | | |
| 2014 | Total Flow | Daily Flow | Total Flow | Daily Flow | % | Total Flow | Daily Flow | % | # of days | Dates |
| JAN | 27.535 | 0.888 | 6.380 | 0.206 | 23.2% | 21.155 | 0.682 | 76.8% | 31 | Jan 1-Jan 31, 2013 |
| FEB | 25.884 | 0.893 | 6.560 | 0.226 | 25.3% | 19.324 | 0.666 | 74.7% | 29 | Feb 1-Feb 29, 2013 |
| MAR | 27.825 | 0.898 | 7.020 | 0.226 | 25.2% | 20.805 | 0.671 | 74.8% | 31 | March 1 - 31, 2013 |
| APR | 27.489 | 0.916 | 6.733 | 0.224 | 24.5% | 20.756 | 0.692 | 75.5% | 30 | April 1 - April 30, 2013 |
| MAY | 28.532 | 0.920 | 6.369 | 0.205 | 22.3% | 22.163 | 0.715 | 77.7% | 31 | May 1 - 31, 2013 |
| JUNE | 29.581 | 0.986 | 6.520 | 0.217 | 22.0% | 23.061 | 0.769 | 78.0% | 30 | June 1-30, 2013 |
| JULY | 34.093 | 1.100 | 8.565 | 0.276 | 25.1% | 25.528 | 0.823 | 74.9% | 31 | July 1-31, 2013 |
| AUG | 28.821 | 0.930 | 6.987 | 0.225 | 24.2% | 21.834 | 0.704 | 75.8% | 31 | August 1-31, 2013 |
| SEPT | 25.770 | 0.859 | 5.546 | 0.185 | 21.5% | 20.224 | 0.674 | 78.5% | 30 | September 1-30, 2013 |
| OCT | 25.543 | 0.824 | 5.665 | 0.183 | 22.2% | 19.878 | 0.641 | 77.8% | 31 | October 1-31, 2013 |
| NOV | 28.042 | 0.935 | 5.728 | 0.191 | 20.4% | 22.314 | 0.744 | 79.6% | 30 | November 1-30, 2013 |
| DEC | 32.795 | 1.058 | 7.740 | 0.250 | 23.6% | 25.055 | 0.808 | 76.4% | 31 | December 1-31, 2013 |
| ANNUAL AVERAGES | 28.493 | 0.934 | 6.651 | 0.218 | 23.3% | 21.841 | 0.716 | 76.7% | | |



AGENDA NO: C-1

MEETING DATE: March 12, 2015

Staff Report

DATE: March 6, 2015

TO: Honorable Mayor and City Council
Honorable President and Board of Directors, Cayucos Sanitary District

FROM: Rob Livick, PE/PLS - Public Works Director/City Engineer

SUBJECT: Discussion and Approval of a Request for Proposal (RFP) for a Facility Master Plan for the Proposed Water Reclamation Facility (WRF)

RECOMMENDATION

Staff recommends the City Council and Cayucos Sanitary Board of Directors review, discuss, and direct your respective staff to issue an RFP for a Facility Master Plan (FMP) for the proposed new WRF.

ALTERNATIVES

Time is of essence therefore no alternatives are recommended.

FISCAL IMPACT

The estimated cash-flow needs have been \$2 Million in 2015 and \$2.7 Million in 2016, in order to complete the Facilities Master Plan (FMP), Environmental Review and preparation of the bridging documents (30-percent design) so the project that can be put out for an alternative delivery method (i.e. design build) by late 2017. The FMP portion of the preliminary cost estimates is estimated at \$850,000. A water and sewer rate study is currently in progress in Morro Bay; and to achieve success in the project, sewer rates will need to be increased to meet those current cash-flow needs.

DISCUSSION

Since January 2013, the City has progressed towards the development of a proposed new WRF. That effort culminated on December 9, 2014, with the City Council expressing their preference for the site known as Rancho Colina for the development of the proposed new WRF. On December 11, 2014, at the joint meeting of the City Council and the Cayucos Sanitary District (CSD) Board of Directors, both agreed to move forward with the next steps with Rancho Colina as the preferred site.

Prepared by: RL Dept. Review: RL

City Manager Review: _____

City Attorney's Review: _____

One of the next steps on the critical path for the project is the development of a Facilities Master Plan. To that end, City and CSD staff have collaborated on the preparation of the RFP for the preparation of a FMP for the proposed new WRF.

CONCLUSIONS

In order to have the proposed new WRF operational within the time frame established in Morro Bay City Council Resolution 17-14 and the most recent letter from the Regional Water Quality Control Board requiring the new facility to be operational by 2021, it is critical the project team stays engaged in the process and continues to move forward with the RFP for FMP even without a decision on the future governance for the new proposed WRF.

ATTACHMENTS

1. Draft WRF FMP RFP – Morro Bay Version
2. Draft WRF FMP RFP – Cayucos Sanitary District Version



**NOTICE TO CONSULTANTS
GENERAL CONDITIONS AND SPECIAL PROVISIONS
PROPOSAL/QUALIFICATIONS AND CONTRACT
FOR
A NEW WRF SERVING MORRO BAY AND CAYUCOS
FACILITY MASTER PLAN**

[FEBRUARY-MARCH 16, 2015](#)

[Approved/Issued by:](#)



Rob Livick, PE/PLS - Public Works Director/City Engineer
Public Works Department
955 Shasta Avenue
Morro Bay, California 93442

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City of Morro Bay

Notice Requesting Proposals for Consulting Services:

MORRO BAY – WATER RECLAMATION FACILITY FACILITY MASTER PLAN

NOTICE IS HEREBY GIVEN ~~THAT~~ the City of Morro Bay (~~the~~ “City”) and the Cayucos Sanitary District (“CSD”), located in the County of San Luis Obispo, State of California, will receive proposals from firms desiring to perform consulting services necessary for the development of a new Water Reclamation Facility (WRF) Facility Master Plan (FMP) to provide a comprehensive facility planning document to treat wastewater flows and deliver reclaimed water to a variety of uses for at least a 30-year planning period. The City of Morro Bay Public Works Department must receive all proposals **by 3:00 p.m. on Wednesday, April 22, 2015.**

The City and CSD will not consider proposals received after ~~said 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, 2015, at 10 AM. All proposers are required to attend this meeting, because it will not be possible for proposals to be fully responsive to the City’s needs without understanding the project’s complexities that will be more fully discussed at this meeting. Subcontractors to prime 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 for serving the Communities of Morro Bay ~~(and Cayucos).~~

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

The City recently made a site preference selection for the location of the facility and through that site selection process the community has adopted the following goals:

- Produce tertiary, disinfected wastewater in accordance with Title 22 requirements for unrestricted urban irrigation in a cost effective manner for all ratepayers.
- Design to be able to produce reclaimed wastewater for potential users, which could include public and private landscape areas, agriculture, or groundwater

recharge. A master reclamation plan should include a construction schedule and a plan for bringing on recycled water customers in a cost effective manner.

- Allow for onsite composting
- Design for energy recovery
- Design to treat contaminants of emerging concern in the future
- 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 WWTP 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.

On December 9, 2014 the Morro Bay City Council was presented the final site preference study prepared by John F Rickenbach Consulting and they adopted Resolution 77-14 expressing their 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, perform and complete the construction of a New WRF.

The Facility Master Plan will include evaluation and analysis of:

The construction of a new ~~Water Reclamation Facility~~ WRF on the Rancho Colina site, ~~exin~~ including all ancillary conveyance facilities thus replacing the existing wastewater treatment facilities. [The conveyance facilities, pumping station and collectionsystem modifications will be issued as a separate RFP.](#)

Evaluation 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.

The FMP will make use of existing work prepared during the development of the former rehabilitation/reconstruction project at the existing site and documents prepared by the City and its consultants since the denial of the Coastal Development Permit for the reconstruction project. These documents are available on the City's web site: www.morro-bay.ca.us/NEWWRF.

Proposal packages may be obtained at no cost, ~~from the City of Morro Bay Public Works Department, 955 Shasta Avenue, Morro Bay, CA 93442~~ [on the City's web site www.morro-bay.ca.us in the doing business/bid posting section.](http://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 ~~Rob Livick, Public Works Director or~~ Bruce Keogh, Wastewater Division Manager Department at (805) 772-6261.

DESCRIPTION OF WORK

1. INTRODUCTION

The future New Water Reclamation Facility is proposed to be ~~constructed~~ constructed on an approximately ~~44-10 to 15~~ acre parcel of property, which is a portion of an 187-acre property located approximately one mile East of the Morro Bay ~~City limits~~ jurisdictional boundaries and on the North side of Highway 41, ~~and~~ The project will require modifications to the collection system, a new force main and pumping station to convey the raw wastewater to the site. The new WRF is currently proposed by the City to be owned and operated by the City of Morro Bay, and will serve residents of the City as well as those of the unincorporated community of Cayucos. The contractual agreement between the City and the Cayucos Sanitary District regarding the facility has yet to be determined. with the community of Cayucoa, as served by the Cayucos Sanitary District, to be a wholesale customer with rights to approximately 28 percent of the facilities Capacity. These ownership discussions are currently on going.

Additionally, ~~the~~ projects ultimate goal for the WRF is to ultimately produce the maximum amount of reclaimed water as feasible to supplement the City of Morro Bay's water supply. The ultimate use of the reclaimed water is unknown at this time, but ~~includes~~ 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 is looking to this FMP to address that issue.

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 and the final discharge permit for this plant is expected to be issued later this year. The [City and CSD have recently received correspondence from the](#) Regional Water Quality Control Board ~~expects~~ [expecting](#) the new facility to be fully operational by 2021. [Reference letter from RWQCB saying operational by 2021?](#)

It is the intent of the City ~~and CSD~~ to develop and implement a long-term project ~~to~~ [and](#) construct a New [Water Reclamation Facility \(WRF\)](#) ~~on~~ [at a currently preferred site](#), a property approximately one mile east on the City's [Corporate-jurisdictional](#) Boundaries 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 ~~they~~ [it](#) adopted Resolution 77-14 [which](#) expressed ~~its~~ [their](#) 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, perform and complete the construction of a New WRF. The Schedule anticipated using alternative delivery methods 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 and CSD intend to follow an alternative delivery approach \(ex. Design-Build\) for the New WRF and follow a conventional design-bid-build delivery approach for wastewater collection system improvements, influent lift station near the existing WWTP site, and the pipelines to and from the New WRF.](#)

[The development of a Facility Master Plan is listed as the next critical step needed to meet the City's schedule goal.](#)

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 a FMP ("~~Facilities~~ [Facility](#) Master Plan") for the new Morro Bay WRF to provide 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 Facility Master Plan will be utilized by the City to determine the steps necessary construct the new WRF and demolish the existing plant, and to select a preferred treatment alternative.. The completed goal for the project will is to result in a facility with full tertiary treatment capacity that is ready to provide water for further treatment to meet its water reclamation goals. The Facility Master Plan should include detailed cost estimates for each of the treatment alternatives identified, and the demolition of the existing plant.

[The FMP will be a component of the City's Master Reclamation Plan, which includes ongoing hydrogeological 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 Reclamation Plan.](#)

This ~~Facility Master Plan~~FMP will build upon the previous work performed including capacity evaluation already performed as a part of Amendment 2 to the ~~previous~~ FMP for the previous project for reconstruction of the existing wastewater treatment plant. This process will include analysis of viable wastewater treatment process alternatives. The City ~~and CSD are~~is 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 Facility Master Plan shall include one or more viable treatment alternatives that provides reliable, cost effective, long-term wastewater treatment, and value for the City, CSD and their customers. It is assumed the final process selection and detailed site design will be performed by the alternative delivery 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 CSD all communications with any and all other parties (RWQCB, EPA, non-profits, etc.) during the preparation of this proposal and on work thereafter, 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 CSD~~, 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 CSD, will negotiate a not to exceed value compensation and payment schedule with the selected consultant.

4. SCOPE OF CONSULTANT SERVICES

The City ~~and CSD~~ intends to hire a qualified consultant or consultant team to provide the following services and products. It is assumed the FMP will focus efforts on the Rancho Colina site and that the collection system modifications, influent lift station, and offsite pipelines will be addressed under a separate contract for design of these elements. 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 goals. Conceptually, the scope of work should address the following:

1. Develop a ~~WRF Facility Master Plan~~FMP for the WRF that will provide a comprehensive planning document to treat wastewater flows for a 30-year planning period.
2. The ~~Facility Master Plan~~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 correct.
 - Coordinate with the City's ongoing work to update its General 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 ~~present and~~ 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. Upgrade options include, but are not limited to:
 - a. Full tertiary treatment for 30-year future flows;
 - b. Full ~~secondary treatment plus partial tertiary~~ Title 22 treatment for 30-year future flows. ~~The Schedule identified a 700 Acre Feet/Year of partial tertiary option;~~
 - c. Full ~~secondary tertiary~~ treatment plus 700 Acre Feet/Year of ~~tertiary~~ Title 22 treatment and phased implementation to full Title 22 ~~tertiary~~ treatment for twenty (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
 - 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 demolition requirements for the existing WWTP.
- ~~A Water Reclamation Master Plan should be developed and include~~ Coordinate with the ongoing work by the City on the Master Reclamation Plan, which includes an analysis of potential reclamation and disposal options including but not limited to percolation basins, groundwater recharge within the Morro Valley and the continued use of the ocean outfall for those time when reclaimed water cannot be delivered. ~~The Water Reclamation Master Plan should evaluate and provide recommendations for dealing with the impact of total dissolved solids on the proposed water reclamation program.~~
- Provide ~~recommended treatment process a recommended treatment alternative~~ based upon a summary and comparison of the viable treatment alternatives identified in the ~~Facility Master Plan~~ FMP. It is assumed the final process and site design will be selected by the City 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. ~~Identification and evaluation~~ Identify and evaluate of 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 Reclamation Plan. This may include the relocation of the City's desalinization facility to be co-located with the WRF.](#)
- The FMP should also inform other City goals such as the [Co](#)co-location of the City's Corporation Yard at the [FRF Facility](#)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 that the most cost effective alternative that meets the projects goals is selected](#)

3. 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 CSD](#) staff review and comment.
4. The Consultant will meet with City [and CSD](#) 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.
5. The Consultant will also need to allow for sufficient meetings with, [the Water Reclamation Facility Citizens' Advisory Committee ant other](#) advisory bodies, the Morro Bay City Council, and the Cayucos Sanitary District Board of Directors. It is estimated that fifteen (15) such public meetings will be held.

Deliverables: Finished product shall include:

Twenty five (25) [copies of the](#) public review draft Facility Master Plans and twenty five (25) [copies of the](#) final Facility Master Plans, with the public review draft and final documents including an Executive Summary, along with an electronic version of the final document [on compact disc](#).

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 CSD](#) for the ultimate construction of a new [Water Reclamation Facility](#)WRF. After review and approval of the [Facility Master Plan](#)FMP, and approval of a recommended treatment alternative the [City or the City](#)City and CSD 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 bridging documents to implement the alternative delivery project for the WRF.the Design-Build process](#).

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 [CityCity and CSD](#) 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. and limits.
 - c. Deductibles self-insured retention, neither of more than \$25,000~~Deductibles and self-insured retention.~~

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 [CityCity and CSD](#) will not consider proposals received after the time specified or at any place other than that stated in the "Notice Requesting Proposals." The [CityCity and CSD](#) 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 [CityCity and CSD](#); 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 [CityCity and CSD](#). The [CityCity and CSD](#) does not encourage telephone communications with [CityCity and CSD](#) staff but will allow them. However, any such

oral communication shall not be binding on the [CityCity and CSD](#). [Refer to this Request for Proposal's Special Terms and Conditions, Paragraph 7.]

CONTRACT AWARD AND EXECUTION

9. **Proposal Retention and Award.** The [CityCity and CSD](#) reserves the right to retain all proposals for a period of 60 days for examination and comparison. The [CityCity and CSD](#) 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 [CityCity and CSD](#) reserves 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 ~~that~~ the [CityCity and CSD](#) deems 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 [CityCity and CSD](#) 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 [CityCity and CSD](#) 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 10 (ten) calendar days after notice of contract award as a precondition to contract execution.
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 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 [CityCity and CSD](#) employees, it shall, at its expense and without cost to the [CityCity and CSD](#), 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 employees.
19. **Preservation of [CityCity and CSD](#) Property.** The Consultant shall provide and install suitable safeguards, approved by the [CityCity and CSD](#), to protect [CityCity and CSD](#) property from injury or damage. If [CityCity and CSD](#) property is injured or 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 [CityCity and CSD](#)'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 [CityCity and CSD](#)'s goal through use of DBE subcontractors or suppliers.
22. **Terms and Conditions of Contract:** ~~The City standard general consultant contract form is attached to this Request for Proposals.~~—The successful firm will be required to enter into a contract substantially in the form attached and abide by all of ~~its~~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 [CityCity and CSD and CSD](#) 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 firms 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 the [City and CSD's](#) review committee, made up of City Staff, Water Reclamation Citizens Advisory Committee

representatives, and Cayucos Sanitary District Representatives, based on established ranking criteria. The request for proposals will be evaluated 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 CityCity and CSD contract requirements (The City's standard general consultant contract is attached to this Request for Proposals). | 10 |
| 7. Good faith effort to comply with the City's Disadvantaged Business Enterprise (DBE) program. | 5 |
| Total | 100 |

The [CityCity and CSD](#) reserves 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 to the City of Morro Bay (at no cost to the [CityCity and CSD](#)) 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 [CityCity and CSD](#) within 45 days of the

notification, the [City and CSD](#) will cease discussions, and begin negotiations with the second highest ranked firm, etc., until a satisfactory contract is agreed upon; or the [City and CSD](#) 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 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 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 must be able to determine and differentiate the costs associated with reviewing the partial tertiary, and tertiary treatment, 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 **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:

| | |
|---|--|
| 1. Issue RFP | Monday, March 16, 2015 |
| 2. Pre-proposal Conference | Friday, April 10, 2015 |
| 2. Receive proposals | Tuesday, April 28, 2015 |
| 3. Complete proposal evaluation and finalize staff recommendation | Tuesday, May 25, 2006 |
| 4. Award contract | Tuesday, June 9, 2015 |
| 5. Execute contract | Tuesday, June 25 2015 |
| 7. Start work | Tuesday, June 30, 2015 |

7. **Questions.** Direct questions or information requests concerning this project to Rob Livick, Public Works Director or Bruce Keogh, Wastewater Division Manager, City of Morro Bay Public Works Department, 955 Shasta, Morro Bay, CA, 93442, rlivick@morro-bay.ca.us or Bkeogh@morro-bay.ca.us no later than 4 p.m. on Friday, April 3, 2015. Questions received after this time and date will not receive responses. The [City and CSD](#) 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 [City and CSD](#) 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 [CityCity and CSD](#). The Consultant shall deliver any or all of these materials and documents to the [CityCity and CSD](#) 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 [CityCity and CSD](#) and shall not be made available to any individual or organization by the Consultant without the prior written approval of the [CityCity and CSD](#).
10. **Copies of Reports and Information.** If the [CityCity and CSD](#) 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 [CityCity and CSD](#) 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 [CityCity and CSD](#) finds 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 [CityCity and CSD](#) 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.

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 CSD](#) 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

DRAFT

Attach Current Consultant Agreement Here [Appendices](#)

DRAFT

[A. Figures](#)

DRAFT

[B. Sample City Contract](#)

DRAFT

CITY OF MORRO BAY

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made, by and between, the City of Morro Bay, a municipal corporation (“City”) and [REDACTED], 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 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’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 agrees 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'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 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 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 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 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 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 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 of 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 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 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 or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City 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 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 may be used, reused, or otherwise disposed of by City without the permission of Consultant. With respect to computer files, Consultant shall make available to City, as a service in addition to those set forth herein, at Consultant's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. INDEMNIFICATION

(a) 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 and any and all of its 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 agrees 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.

(b) 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 City, and any and all of its employees, officials and agents 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.

(c) 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 to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here 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 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 any of its 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. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City 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 shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City 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. City, and its officers and employees, 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 that no undue influence or pressure is used against or in concert with any officer or employee of City 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 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 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 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's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, 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. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City 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. City retains 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 by providing the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City 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 Consultant:

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.

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 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.

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)

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

DRAFT

ADD DISTRICT



NOTICE TO CONSULTANTS
GENERAL CONDITIONS AND SPECIAL PROVISIONS
PROPOSAL/QUALIFICATIONS AND CONTRACT
FOR
A NEW WRF SERVING MORRO BAY AND CAYUCOS
SANITARY DISTRICT
FACILITY MASTER PLAN

FEBRUARY 2015

Approved: ADD DISTRICT MANAGER and DISTRICT ADDRESS



Rob Livick, PE/PLS - Public Works Director/City Engineer
Public Works Department
955 Shasta Avenue

Morro Bay, California 93442

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City of Morro Bay/Cayucos Sanitary District

Notice Requesting Proposals for Consulting Services:

MORRO BAY/CAYUCOS – WATER RECLAMATION FACILITY FACILITY MASTER PLAN

NOTICE IS HEREBY GIVEN THAT the City of Morro Bay (“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 shall be~~ to provide a comprehensive facility planning document ~~to treat~~describing the treatment of wastewater flows and ~~deliver~~the delivery of reclaimed water to a variety of uses for at least a 30-year planning period. The City of Morro Bay Public Works Department must receive all proposals **by 3:00 p.m. on Wednesday, April 21, 2015.**

The City/District will not consider proposals received after said time. ~~Proposals shall be submitted~~ 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.

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 (an FMP)~~ for a new WRF for the Communities of Morro Bay ~~(and Cayucos)~~.

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

~~The City recently made a site preference selection for the location of the facility and through that site selection process the community has adopted the following goals:~~

The FMP shall implement the following 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 be able~~ to produce reclaimed wastewater for potential users, which could include public and private landscape areas, agriculture, ~~or~~ and groundwater recharge. ~~A Prepare a new~~ master reclamation plan ~~should include that includes~~ a construction schedule and a plan for bringing on recycled water customers in a cost effective manner.
- Allow for onsite composting

- o Design for energy recovery
- o Design to treat contaminants of emerging concern ~~in the future~~
- o Design to allow for other possible municipal functions, i.e. City Corporation Yard on site.
- o Ensure compatibility with neighboring land uses

The ~~Morro Bay City Council has/District have~~ 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 WWTP 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.~~

~~On December 9, 2014 the Morro Bay City Council was presented the final site preference study prepared by John F. Rickenbach Consulting and they adopted Resolution 77-14 expressing their 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, perform and complete the construction of a New WRF.~~

The Facility Master Plan will, at a minimum, include evaluation and analysis of:

- The construction of a new Water Reclamation Facility on the Rancho Colina site, including alternatives for all ancillary conveyance facilities ~~thus replacing the existing wastewater treatment facilities.~~
- Evaluation 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. Alternative options include:
 - a. Full tertiary treatment for 30-year future flows;
 - b. Full secondary treatment plus partial tertiary treatment for 30-year future flows. The Schedule identified a 700 Acre Feet/Year of partial tertiary option;
 - c. Full secondary treatment plus 700 Acre Feet/Year of tertiary treatment and phased implementation to full tertiary treatment 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.~~

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The FMP will make use of existing work prepared during the development of the former rehabilitation/reconstruction project at the existing site and documents prepared by the City and its consultants since ~~the denial of the Coastal Development Permit for the reconstruction~~

| [project10 January 10](http://www.morrobay.ca.us/NEWWRF), 2013. These documents are available on the City's web site: www.morrobay.ca.us/NEWWRF.

Proposal packages may be obtained at no cost, from the City of Morro Bay Public Works Department, 955 Shasta Avenue, Morro Bay, CA 93442. The telephone number for the Public Works Department is (805) 772-6261. For additional information, contact Rob Livick, Public Works Director or Bruce Keogh, Wastewater Division Manager Department at (805) 772-6261.

DESCRIPTION OF WORK

1. INTRODUCTION

The future New Water Reclamation Facility is proposed to be constructed on an approximately 11 acre parcel of property approximately one mile East of the Morro Bay City limits and on the North side of Highway 41 and will require a new force main and pumping station to convey the raw wastewater to the site. The WRF is proposed to be owned and ~~operated~~ operated by the City of Morro Bay ~~with~~ and the community of ~~Cayucoa~~ Cayucos, as served by the Cayucos Sanitary District, ~~to be a wholesale customer with rights to approximately 28 percent of the facilities Capacity. These ownership discussions are currently on going.~~

Additionally, the ~~projects~~ goal for the WRF is to ultimately produce the maximum amount of reclaimed water ~~as~~ feasible to supplement ~~the City of Morro Bay's~~ both communities water supply. The ultimate use of the reclaimed water is unknown at this time, but includes potentially: groundwater recharge, agricultural offsets, indirect or direct potable use. Since the ultimate use of the reclaimed water will drive the selection of the treatment process, the City ~~is~~/District are looking to this FMP to address that issue.

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. 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 ("~~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 its 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 Regional Water Quality Control Board expects the new facility to be fully operational by 2021. ~~Reference letter from RWQCB saying operational by 2021?~~

It is the intent of the City/District to develop and implement a long-term project to construct a Newnew WRF on a property approximately one mile east on the City's Corporate 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 they adopted Resolution 77-14 expressing their preference to locate the new WRF on the Rancho Colina site. On December 9, 2014 the Morro Bay City Council was presented the final site preference study prepared by John F Rickenbach Consulting and they adopted Resolution 77-14 expressing their preference to locate the new WRF on the Rancho Colina site. The schedule ("Schedule,") developed by John F. Rickenbach and Michael K Nunley Associates Engineers, outlines the required steps necessary to develop, perform and complete the construction of construct a Newnew WRF. The Schedule anticipated using alternative delivery methods in order to complete the project in the allotted 5 ± -year time schedule. The development of a Facility Master Plan 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 a FMP ("Facilities Master Plan") for the new Morro Bay WRF to provide 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 Facility Master Plan will be utilized by the City/District to determine the steps necessary to construct the new WRF and demolish the existing plant, and to select a preferred treatment alternative. The completed goal for the project will is to result in a facility with full tertiary treatment capacity that is ready to provide water for further treatment to meet its the water reclamation goals. The Facility Master Plan should include detailed cost estimates for each of the treatment alternatives identified, and the demolition of the existing plant.

This Facility Master Plan FMP will build upon the previous work performed including capacity evaluation already performed as a part of Amendment 2 to the previous FMP for the previous project for reconstruction of the existing wastewater treatment plant. This process will include analysis of viable wastewater treatment process alternatives. The City is aware and District 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 Facility Master Plan FMP shall include detailed discussion of the wastewater treatment alternative analysis and include a recommended alternative that provides reliable, cost effective, long-term wastewater treatment, and value for the City of Morro Bay District and its their customers.

Project Budget: The Contract award will be based on qualifications as determined by the City/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/District will negotiate a not to exceed value compensation and payment schedule with the selected consultant.

4. SCOPE OF CONSULTANT SERVICES

The City ~~intends~~/District intend to hire a qualified consultant or consultant team to provide the following services and products. The consultant team is encouraged to provide additional or alternative scope items as they see fit and that are appropriate for the desired City goals.

1. Develop a ~~WRF Facility Master Plan~~ FMP for the WRF that will provide a comprehensive planning document to treat wastewater flows for a 30-year planning period.

2. The ~~Facility Master Plan~~FMP shall include, but is not limited to, the following:

- Evaluate the existing wastewater flows and constituent loadings at the WWTP and identify the projected future capacity requirements.
- 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 present and 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. Upgrade options include, but are not limited to:
 - a. Full tertiary treatment for 30-year future flows;
 - b. Full secondary treatment plus partial tertiary treatment for 30-year future flows. The Schedule identified a 700 Acre Feet/Year of partial tertiary option;
 - c. Full secondary treatment plus 700 Acre Feet/Year of tertiary treatment and phased implementation to full tertiary treatment for twenty (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
 - e. Criteria for the evaluation of the recommended treatment alternative should include but not be limited to economic analysis, reliability, energy use, process complexity, environmental impacts, public acceptance, and professional judgment.
- A Water Reclamation Master Plan should be developed and include an analysis of potential reclamation and disposal options, including, but not limited to, percolation basins, groundwater recharge within the Morro Valley and the continued use of the ocean outfall for those ~~times~~ when reclaimed water cannot be delivered. The Water Reclamation Master Plan should evaluate and provide recommendations for dealing with the impact of total dissolved solids on the proposed water reclamation program. Additionally, the Water

Reclamation Master Plan shall include a Salt and Nutrient Management Plan that assures protection of the groundwater supply and beneficial uses.

- Provide a recommended treatment alternative based upon a summary and comparison of the viable treatment alternatives identified in the Facility Master Plan. 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. Identification and evaluation of space requirements and/or site development options required to implement the recommended treatment alternative.
- The FMP should also ~~inform~~address other City goals such as the ~~Core~~-location of the City's Corporation Yard at the Facility, construction of a "Solar Farm" to offset energy needs, the potential for a Water Resources Education Center and incorporating 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.

3. The Consultant shall submit ten (10) copies of the Facility Master Plan at the 33%, 67%, and 90% completion stages for City/District staff review and comment.
4. The Consultant will meet with City/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.
5. The Consultant will also need to allow for sufficient meetings with each respective community's advisory bodies, the Morro Bay City Council, and the Cayucos Sanitary District Board of Directors. It is estimated that fifteen (15) such public meetings will be held.

Deliverables: Finished product shall include:

Twenty five (25) public review draft Facility Master Plans and twenty five (25) final Facility Master Plans, with the public review draft and final documents including an Executive Summary, along with an electronic version of the final document on compact disc.

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/District for the ultimate construction of a new Water Reclamation Facility. After review and approval of the Facility Master Plan, and approval of a recommended treatment alternative, the City/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 the ~~Design Build~~construction process.

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/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.
 - b. Scope of coverage and limits.
 - c. Deductibles and self-insured retention.

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/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/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/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/District. The City/District does not encourage telephone communications with City staff but will allow them. However, any such oral communication shall not be binding on the City/District. [Refer to this Request for Proposal's Special Terms and Conditions, Paragraph 7.]allsare

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

9.8. Proposal Retention and Award. The City/District reserves the right to retain all proposals for a period of 60 days for examination and comparison. The City/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.

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10.9. Competency and Responsibility of Proposing Consultant. The City/District reserves 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 that the City/District deems necessary to make such a decision.

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11.10. Contract Requirement. The proposing consultant to whom award is made (Consultant) shall execute a written contract with the City/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/District and incorporated in these specifications.

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12.11. 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 10 (ten) calendar days after notice of contract award as a precondition to contract execution. Said insurance policies shall extend to all sub consultants or each sub consultant shall supply their own policy.

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13.12. 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.

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CONTRACT PERFORMANCE

- 14.13. 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.
- 15.14. 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 ~~county~~ San Luis Obispo County and City of Morro Bay ordinances, regulations and adopted codes during its performance of the work.
- 16.15. Payment of Taxes.** The contract prices shall include full compensation for all taxes that the Consultant is required to pay.
- 17.16. Safety Provisions.** The Consultant shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.
- 18.17. Public and Employee Safety.** Whenever the Consultant's operations create a condition hazardous to the public or City/District employees, it shall, at its expense and without cost to the City/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 employees.
- 19.18. Preservation of City/District Property.** The Consultant shall provide and install suitable safeguards, approved by the City/District, to protect City/District property from injury or damage. If City/District property is injured or 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.
- 20.19. 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.
- 21.20. Disadvantaged Business Enterprise (DBE) Program.** The selected applicant's proposal will comply with all the requirements prescribed in the City'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's goal through use of DBE subcontractors or suppliers.
- 22.21. Terms and Conditions of Contract:** The ~~City~~-standard general consultant contract form is attached to this Request for Proposals. The successful firm will be required to enter into a contract substantially in the form attached and abide by all of its 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/District will view all firms not submitting such conflicts or exceptions to be in agreement with all of the terms and conditions therein.

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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/[District](#).
- 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 [firms/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 the [City's/City?District](#) review committee, made up of City Staff, Water Reclamation Citizens Advisory Committee

representatives, ~~and Cayucos Sanitary District Representatives~~, Representatives, and Cayucos Citizens Advisory Committee based on established ranking criteria. The request for proposals will be evaluated 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/ <u>District</u> contract requirements (The City's standard general consultant contract is attached to this Request for Proposals). | 10 |
| 7. Good faith effort to comply with the City's Disadvantaged Business Enterprise (DBE) program. | 5 |
| Total | 100 |

The City/District reserves 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 ~~to the City of Morro Bayback~~ (at no cost to the City/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/District within 45 days of the notification,

the City/District will cease discussions, and begin negotiations with the second highest ranked firm, etc., until a satisfactory contract is agreed upon; or the City/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/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 partial tertiary, and tertiary treatment, 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/District 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:

| | |
|---|-------------------------|
| 1. Issue RFP | Monday, March 16, 2015 |
| 2. Receive proposals | Tuesday, April 28, 2015 |
| 3. Complete proposal evaluation and finalize staff recommendation | Tuesday, May 25, 2006 |
| 4. Award contract | Tuesday, June 9, 2015 |
| 5. Execute contract | Tuesday, June 25 2015 |
| 7. Start work | Tuesday, June 30, 2015 |

7. **Questions.** Direct questions or information requests concerning this project to Rob Livick, Public Works Director or Bruce Keogh, Wastewater Division Manager, City of Morro Bay Public Works Department, 955 Shasta, Morro Bay, CA, 93442, rlivick@morro-bay.ca.us or Bkeogh@morro-bay.ca.us no later than 4 p.m. on Friday, April 3, 2015. Questions received after this time and date will not receive responses. The City/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 City/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/[District](#). The Consultant shall deliver any or all of these materials and documents to the City/[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/[District](#) and shall not be made available to any individual or organization by the Consultant without the prior written approval of the City/[District](#).
10. **Copies of Reports and Information.** If the City/[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/[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/[District](#) finds 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/[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. In the event that, 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 (1) 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/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 | |
|------------------------------|--|

Attach Current Consultant Agreement Here



AGENDA NO: C-2

MEETING DATE: March 12, 2015

Staff Report

DATE: March 6, 2015

TO: Honorable Mayor and City Council
Honorable President and Board of Directors, Cayucos Sanitary District

FROM: Rob Livick, PE/PLS - Public Works Director/City Engineer

SUBJECT: Discussion of a Memorandum of Understanding (MOU) Between the City and Sanitary District for the Next Steps in the Developing a WRF

RECOMMENDATION

Staff recommends the City Council and Cayucos Sanitary Board of Directors review, discuss, and direct your respective staff regarding the preparation of the interim MOU.

DISCUSSION

On December 11, 2014, at the joint meeting of the City Council and the Cayucos Sanitary District (CSD) Board of Directors, both agreed to move forward with the next steps with Rancho Colina as the preferred site and prepare an "MOU for Now". Both agencies have drafter MOUs for your consideration.

ATTACHMENTS

1. CMB DRAFT MOU
2. CSD DRAFT MOU

Prepared by: RL Dept. Review: RL

City Manager Review: _____

City Attorney's Review: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MORRO BAY AND
THE CAYUCOS SANITARY DISTRICT
FOR THE PRELIMINARY DEVELOPMENT OF A NEW WATER RECLAMATION
FACILITY ON THE PROPOSED RANCHO COLINA SITE**

This **MEMORANDUM OF UNDERSTANDING (this MOU)** is hereby made and entered into this ___ day of March, 2015 (the “Effective Date”) by and between the City of Morro Bay, a municipal corporation, (CMB) and the Cayucos Sanitary District (CSD) [formed and operating under the authority set forth in _____] (sometimes referred to individually as the Party and collectively as the Parties).

WHEREAS, CMB has completed and approved a New (Regional) Water Reclamation Facility (WRF) Preliminary Planning and Siting Study for the replacement of the existing wastewater treatment plant located in the City of Morro Bay with a New WRF initially proposed to be located at the site known as Rancho Colina (sometimes referred to as the Project); and

WHEREAS, the State of California Water Board desires entities to cooperate regionally where feasible for the beneficial treatment of wastewater to effect economies of scale and reduce discharge of waste materials into the waters of the State; and

WHEREAS, on February 25, 2014, the CMB City Council resolved to have a WRF operational prior to the expiration of the discharge permit for the existing Waste Water Treatment Plant (WWTP), being five years more or less;

WHEREAS, the Parties currently share the capacity of the WWTP with CMB using 72% and CSD using 28% (the Current Capacities); and

WHEREAS, the Morro Bay community has provided input on the New WRF project through goal setting designating project goals, including, but not limited to:

- Produce tertiary, disinfected wastewater in accordance with Title 22 requirements for unrestricted urban irrigation in a cost effective manner for all ratepayers.
- Design to be able to produce reclaimed wastewater for potential users, which could include public and private landscape areas, agriculture, or groundwater recharge. A master reclamation plan should include a construction schedule and for bringing on customers in a cost effective manner.
- Allow for onsite composting
- Design for energy recovery
- Design to treat contaminants of emerging concern in the future
- Design to allow for other possible municipal functions
- Ensure compatibility with neighboring land uses; and

WHEREAS, CMB and CSD have been operating under a Joint Powers Agreement (JPA) for the operation of the existing WWTP located in the City of Morro Bay on Atascadero Road

since June 16, 1953, as amended by letters on May 9, 1969, and June 26, 1973; and cancelled and replaced with the current agreement on October 25, 1982; and

WHEREAS, the existing JPA agreement does not consider, outline, or guide, CMB and CSD in their relationship, obligations, or responsibilities to develop a plan for the proposed construction of a New WRF at the proposed Rancho Colina site to the benefit of both communities; and

WHEREAS, CMB and CSD have come together to collaborate and to make and develop a plan for the proposed construction of a New WRF at the Rancho Colina site to the benefit of both communities; and

WHEREAS, CMB and CSD believe wastewater generated in both communities will be more advantageously treated at the New WRF proposed to be located at the Rancho Colina site that ultimately will be owned and operated by CMB; and,

WHEREAS, prior to making a final decision to proceed with the New WRF, including making a final determination as to the location of the New WRF, CMB, the lead agency for purposes of California Environmental Quality Act (CEQA) must first complete and approve or certify all legally required environmental analysis under CEQA; and,

WHEREAS, CMB and CSD anticipate at least some of the funding for this project will be provided through federal grants or other federal financing programs and one or more federal permits may be required for this project, which shall constitute federal undertakings requiring environmental review in compliance with the National Environmental Policy Act prior to release of federal funding and/or issuance of federal permits.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

- 1) **Description of the Project.** The Project is proposed to include the New WRF and related infrastructure to convey (i) municipal sewage to the new WRF from the terminus of CMB's and CSD's existing facilities, including a new raw wastewater pumping station and (ii) treated wastewater to points of discharge into the waters of the State or for beneficial reuse within legally authorized areas. Conveyance infrastructure and facilities may be located within existing or future rights-of-way.
- 2) **Components of the New WRF Project subject to this MOU.** Immediately following execution of this MOU the project team shall commence with the following tasks:
 - Preparation of an RFP and selection of consultant(s) to act as Project Manager
 - Selection of consultants to perform fatal flaws analysis for the following areas:
 - Biological Resources, Cultural Resources, Geotechnical and Groundwater
 - Application for a State Revolving Fund Planning Loan
 - Preparation of an RFP for the Facility Master Plan (FMP)
 - Preparation of an RFP for Environmental Review (ER) (CEQA/NEPA)

- Selection of FMP and ER consultants
- Preparation of the FMP
- Preparation and circulation of the Initial Study for the project based on the results of the FMP

3) **Development of Initial Stage (Reclamation Ready).** The Project shall be developed in stages and the initial stage (Reclamation Ready) shall be developed on a timeline necessary to meet the goal of CMB. The design capacity of the New WRF and necessary conveyance infrastructure and facilities shall accommodate the peak wet weather build-out wastewater flows from both communities with CMB owning 100% of the capacity and CSD having rights to a capacity equal of its share of the Current Capacity.

4) **Roles and Responsibilities**

- a) CSD and CMB shall reimburse each other for all expenses incurred for the development of the New WRF facilities incurred since January 8, 2013, proportional to their respective anticipated capacity (72% CMB share/28% CSD share basis) in the new WRF.
- b) The CSD agrees to support and not oppose grant or loan applications, permit amendments or applications, including land use entitlements or annexation requests, in conjunction with the Project.
- c) The CMB Public Works Director/City Engineer with the assistance of CMB planning, engineering and operations staff will oversee the FMP, ER and preliminary property acquisition process. The CMB Public Works Director/City Engineer shall consult with CSD General Manager for review and to provide opportunity for CSD's input into the process. CMB and CSD staff will hold monthly meetings to review the progress of the Project.
- d) CMB City Council and CSD Board of Directors shall provide policy direction for the Project and shall meet at least quarterly to review the status of the Project, , as well as needed to ensure CSD's concerns have been heard and considered prior to CMB making any final decisions as to all matters related to the development and construction of the New WRF. Council/Board of Directors meetings related to this MOU shall be separate and distinct meetings from the existing joint (aka JPA) meetings Nothing in this section prevents the new meeting from occurring on the same day and directly following the adjournment of the existing joint meetings.
- e) The ultimate operation and ownership of facilities shall be the responsibility of CMB. CSD shall be a wholesale wastewater customer. The details and terms of that relationship is beyond the scope of this MOU and shall be negotiated, in good faith, by the Parties to this MOU with the goal of achieving an agreement executed on behalf of both Parties prior to the execution of a construction or Design/Build contract by CMB for the new WRF and ancillary infrastructure and facilities.
- f) CSD shall share the cost with CMB for the items listed in paragraph 2 for the Project. That cost sharing shall be based on the Current Capacities. At a minimum, the Facilities Master Plan report shall address project phasing, treatment methodology and anticipated project costs.
- g) Consultant Selection process shall follow all policies of CMB. CSD shall have the express right to participate and provide input in selection process of consultant firm(s) required to fulfill the items in paragraph 2 and possible final design phases of the Project.

- h) CMB and CSD agree to disseminate information to the public regarding this MOU and the Project jointly, whenever feasible, and will support and assist each other in developing and implementing their respective public information programs.
- i) For purposes of environmental review under the CEQA, CMB shall be the lead agency and CSD shall be a responsible agency. Furthermore, for purposes of any environmental review required for federal funding or permits, CMB shall be the primary contact with any federal agencies conducting any environmental review under the National Environmental Policy Act or any other federal laws or regulations.

5) **Termination of this MOU.** This MOU shall expire at the earliest of (i) when the Parties enter into the agreement as discussed in subparagraph 4e, or (ii) June 30, 2016. Notwithstanding the above, this MOU may be extended by written agreement of CMB and CSD. If the time needed for the study of the Project extends beyond the expected timeline set forth herein, then the Parties agree to reasonably negotiate an amendment to this MOU.

6) **Modifications.** Modifications within the scope of this MOU shall be made by mutual consent of the Parties, by the issuance of a written modification, signed and dated by both Parties, prior to any changes being performed.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding to be effective as of the Effective Date.

CITY OF MORRO BAY

ATTEST:

JAMIE L. IRONS, Mayor

DANA SWANSON, Deputy City Clerk

CAYUCOS SANITARY DISTRICT

ATTEST:

ROBERT ENNS, President of the Board
of Directors

RICK KOON, District General Manager

APPROVED AS TO FORM:

JOSEPH W. PANNONE, CMB City Attorney

TIMOTHY CARMEL, CSD General Counsel

c: Agencies and Interested Parties

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MORRO BAY
AND
THE CAYUCOS SANITARY DISTRICT FOR THE PRELIMINARY DEVELOPMENT
OF A NEW WATER RECLAMATION FACILITY ON THE PROPOSED RANCHO
COLINA SITE**

This **MEMORANDUM OF UNDERSTANDING** (MOU) is made and entered into this ____ day of March, 2015 (Effective Date) by and between the City of Morro Bay (CMB), a municipal corporation, and the Cayucos Sanitary District (CSD), a California special district (sometimes referred to individually as a Party and collectively as the Parties).

WHEREAS, CMB has completed and approved a New Water Reclamation Facility (WRF) Preliminary Planning and Siting Study for the replacement of the existing wastewater treatment plant (WWTP) located in the City of Morro Bay with a New WRF initially proposed to be located at the site known as Rancho Colina (sometimes referred to as the Project); and

WHEREAS, on February 25, 2014, the CMB City Council resolved to have a WRF operational prior to the expiration of the discharge permit for the existing WWTP, being five years more or less; and

WHEREAS, the Parties currently share the capacity of the WWTP with CMB using approximately 72% and CSD using approximately 28% (the Current Capacities); and

WHEREAS, CMB and CSD have been operating under a Joint Powers Agreement (JPA) for the operation of the existing WWTP located in the City of Morro Bay on Atascadero Road since June 16, 1953, as amended by letters on May 9, 1969 and June 26, 1973; and cancelled and replaced with the current agreement on October 25, 1982; and

WHEREAS, Paragraph 14 of the existing JPA states that: “No relocation, reconstruction, alteration to, addition to, or replacement of any portions of the wastewater treatment plant shall occur without the prior written approval by MORRO BAY and CAYUCOS. Unless otherwise agreed to by the parties, the cost of such an agreed to reconstructed plant will be allocated based upon the capacity rights agreed to at the time of reconstruction.”; and

WHEREAS, CMB and CSD have come together to collaborate and to study and determine the feasibility of constructing a New WRF at the Rancho Colina site for the benefit of both communities.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

- 1) **Description of the Project.** The Project is proposed to include the New WRF and related infrastructure to convey (i) sewage to the new WRF from the terminus of CMB’s and CSD’s existing facilities, including a new raw wastewater pumping station and (ii) treated

wastewater to points of discharge into either the waters of the State, effluent injection wells to aid in aquifer recharge and subsidence control, or to prevent saltwater intrusion or for beneficial reuse.

2) Components of the New WRF Project subject to this MOU. Immediately following execution of this MOU the project team shall commence with the following tasks:

- Preparation of a Request for Proposal (RFP) and selection of consultant(s) to act as Project Manager
- Selection of consultants to perform fatal flaws analysis for the following areas: Biological Resources, Cultural Resources, Geotechnical and Groundwater
- Preparation of an RFP for the Facility Master Plan (FMP)
- Preparation of an RFP for Environmental Review (ER) (CEQA/NEPA)
- Selection of FMP and ER consultants
- Application for a State Revolving Fund Planning Loan

3) Roles and Responsibilities

- a) The Parties agree to mutually support one another in grant or loan applications, permit amendments or applications, including land use entitlements or annexation requests, in conjunction with the Project.
- b) The Parties shall share the cost for the items listed in Section 2 for the Project. That cost sharing shall be based on the Current Capacities. Each Party shall be responsible for payment of costs and expenses of their respective staff, including attorneys and consultants not jointly retained by the Parties.
- c) The Parties agree to disseminate information to the public regarding this MOU and the Project jointly, whenever feasible, and will support and assist each other in developing and implementing their respective public information programs.
- d) For purposes of environmental review under the CEQA, CMB shall be the lead agency and CSD shall be a responsible agency. Furthermore, for purposes of any environmental review required for federal funding or permits, CMB shall be the primary contact with any federal agencies conducting any environmental review under the National Environmental Policy Act or any other federal laws or regulations.
- e) The ultimate operation and ownership of facilities is beyond the scope of this MOU and shall be negotiated, in good faith, by the Parties to this MOU.

4) Termination of this MOU. This MOU shall expire at the earliest of (i) when the Parties enter into the agreement referenced in subparagraph 3e; or (ii) without cause by either Party by giving sixty days (60 days) written notice to the other Party of the intent of the Party giving the notice to terminate this MOU. Notwithstanding the above, this MOU may be extended by written agreement of CMB and CSD. If the time needed for the feasibility study of the Project extends beyond the expected timeline set forth herein, then the Parties agree to reasonably negotiate an amendment to this MOU.

5) Modifications. Modifications within the scope of this MOU shall be made by mutual consent of the Parties, by the issuance of a written modification, signed and dated by both Parties, prior to any changes being performed.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding to be effective as of the Effective Date.

APPROVED:

CITY OF MORRO BAY

ATTEST:

JAMIE L. IRONS, Mayor

DANA SWANSON, Deputy City Clerk

CAYUCOS SANITARY DISTRICT

ATTEST:

ROBERT ENNS, President of the Board
of Directors

RICK KOON, District General Manager

APPROVED AS TO FORM:

JOSEPH W. PANNONE, Morro Bay City Attorney

TIMOTHY J. CARMEL, District Legal Counsel

c: Agencies and Interested Parties