

Request for Proposal

ASSESSMENT AND IMPLEMENTATION OF COMPREHENSIVE
WASTEWATER TREATMENT AND ENERGY RELATED CAPITAL
IMPROVEMENTS



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Issued by:

City of Sutter Creek
18 Main Street
Sutter Creek, CA 95685

INTRODUCTION

The City of Sutter Creek (City), herein referred to as the "Owner," is seeking qualified firm(s) capable of designing and delivering comprehensive citywide energy solutions and wastewater treatment facility upgrades. The primary goals of this project are to identify and implement opportunities for energy efficiency improvements in accordance with California Government Code Sections 4217.10 through 4217.18 (Energy Services Contracts) and to deliver the solutions described in this Request for Proposal (RFP). The selected Energy Services Company (ESCO) must be capable of managing and delivering the project from preliminary feasibility study through project development, design, construction, commissioning, and performance guarantee. ESCO proposals will be evaluated based on these and other criteria outlined in the RFP.

It is the City's intent to enter into an agreement with the successful firm to conduct a Citywide Energy Conservation/Efficiency Audit and Wastewater Treatment Facility (WWTF) Assessment, and award contract(s) to implement a turnkey Energy Services Agreement under California Government Code §4217, including design-build delivery of energy and wastewater improvements that result in energy savings or cost avoidance.

"Energy Services Agreement" refers to a performance-based contract authorized under Government Code Sections 4217.10 through 4217.18, under which the Respondent assumes responsibility for design, construction, implementation, and guaranteed performance of cost-saving improvements.

ESCOs are invited to submit a Proposal presenting a proposed approach, scope, and indicative pricing and their qualifications, experience and ability to:

- Conduct energy audits and related projects at municipal facilities including Wastewater Treatment Plants;
- Design and construct energy and operationally efficient wastewater improvements and energy-related technologies;
- Commissioning, training, support for first year, with option for ongoing operations;
- Arrange for project funding;
- Monitor post-project savings performance; and
- Provide a performance guarantee for 1) energy and 2) other operational savings, and 3) wastewater effluent water quality.

Respondents to this solicitation shall provide evidence of its capability to manage the procurement of the equipment and material, construction, and start up to provide a complete and fully operational system as designed. The City seeks to maximize energy and operational cost savings to help pay for upgrading and optimizing the WWTF. The ESCO shall provide evidence that they can assist the City in securing a tax-exempt municipal lease with a financier to pay for the project through guaranteed reductions in utility cost and operational / maintenance / fees costs, other financial options and/or the procurement of utility incentives and/or grants.

Should the City move forward from this initial phase into subsequent phases, the ESCO shall be responsible for the overall construction, construction management, and coordination with the City to complete a fully functional system that incorporates both the energy savings improvements and the required wastewater improvements. The ESCO shall arrange procurement of the equipment and material to provide a complete system as designed. The ESCO shall provide all necessary submittals, including but not limited to all electrical and mechanical equipment submittals to the City for approval. In

addition, the ESCO shall provide construction support services, including meetings with contractors and City staff, design clarification, inspection of installation, review of change orders, final operations, and maintenance manuals, and drafting as-built record drawings. The ESCO, with the City's input and concurrence, will be responsible for, but not limited to, the following:

- Managing the selection of qualified contractors.
- Managing and administering the contract.
- Providing onsite construction management and coordination with the City's project staff.
- Obtaining all necessary permits and assist in identifying and obtaining any applicable energy grants, rebates and/or incentives.
- Direct equipment testing, commissioning, and monitoring to verify cost savings.
- Manage the schedule to coordinate and plan all activities and deliver a completed project expeditiously.

SCOPE OF SERVICES OVERVIEW

This section presents an overview of existing conditions and the scope of services envisioned for the WWTP project component and the energy project component.

WWTF COMPONENT

The City currently owns and operates a secondary WWTF that was originally constructed in 1949. Refer to Attachments A-F for more information on the configuration and condition of the existing WWTP.

Operation of the WWTF is currently regulated by Order 94-152 which was issued by the Regional Water Quality Control Board, Region 5 (RWQCB). The WWTF treatment process includes an automatic bar screen, primary sedimentation in roto-strainers to remove solids, a trickling filter and secondary clarification step that is combined in two combination clarifier/anaerobic digesters, which are referred to as clarigesters. Sodium hypochlorite is utilized to disinfect the effluent from the clarigesters prior to discharge to the Amador Regional Sanitation Authority (ARSA) outfall. The WWTF also has a lined storage pond available for emergency and equalization use, as well as several covered sludge drying beds. The age and condition of each structure and component varies and shall be confirmed as part of recommending any reuse of existing facilities as part of the tertiary WWTF solution proposed.

The ARSA system is a multi-jurisdictional entity which discharges WWTF effluent from Sutter Creek and other wastewater facilities to land. Effluent conveyed to ARSA is stored at the Preston and Henderson Reservoirs, as well as the Preston Forebay, and used to irrigate Bowers and Hoskins Ranch. Outflow from the ARSA system is discharged to the City of Lone wastewater system, when then stores, treats via tertiary filtration, and disposes of effluent at the Castle Oaks Water Reclamation Plant and Castle Oaks Golf Course. Backwash from the Castle Oaks Water Reclamation Plant is conveyed to Percolation Pond 6 at the City of Lone WWTF.

The ARSA system was issued Cleanup and Abatement Order R5-2017-0708 (Attachment G), which identified a lack of storage and disposal capacity within the ARSA system. Additionally, the City and its ARSA partners are aware of a number of operational, design, and performance deficiencies. It is the intent of the City to cease effluent discharge to the ARSA system. The City's lease of the ARSA system

expires during 2035, and the cost to bring the ARSA system up to current standards is expected to be significant.

The new City WWTF must be capable of treating wastewater to a level that would make it suitable for both year-round surface water discharge to Sutter Creek, which is adjacent to the WWTF, and suitable for use as disinfected tertiary recycled water suitable for unrestricted reuse in accordance with Title 22 standards. A proposed golf course in Sutter Creek as part of the Gold Rush Ranch Specific Plan (GRRSP) has expressed a long-term interest in using recycled water from the City WWTF to irrigate their proposed golf course.

The RWQCB has developed a General Order, (Order R5-2023-0025) for municipal wastewater discharges to surface waters. It is expected that any project contemplated under this RFP will result in the City receiving coverage under this General Order. The ESCO shall prepare the necessary documentation and craft the project for the City to file the NOA with the RWQCB requesting coverage. To be covered under this order, the proposed WWTF will have to comply with the eligible discharge and eligibility criteria specified under items 1.A and 1.B of the General Order. The City would be considered a new enrollee, and estimated water quality data will be required to be developed by the ESCO for use in obtaining coverage under the General Order. The ESCO will be expected to provide a Performance Guarantee with terms acceptable to the City. The minimum Performance Guarantee items are those applicable to the Tertiary Treatment requirements in the General Order, plus the applicable Title 22 water quality criteria for Disinfected Tertiary Recycled Water, both of which are summarized below.

Parameter	Units	AMEL	AWEL
Biochemical Oxygen Demand, 5-day (BOD ₅)	mg/L	10 (Average monthly) 15 (Average weekly)	
Total Suspended Solids	mg/L	10 (Average monthly) 15 (Average weekly)	
Percent removal of BOD ₅	NA	Not less than 85%	
Percent removal of TSS	NA	Not less than 85%	
Total Coliform	MPN/ 100 ml	2.2 (7-day median) 23 (more than once in any 30-day period) 240 (at any time)	
Disinfection – chlorine		CT of not less than 450 mg-min/L with modal contact time of at least 90 minutes Demonstrated inactivation of 99.999% of plaque forming units of F-specific bacteriophage MS2	
Turbidity (assuming membrane filtration)	NTU	0.2 NTU, more than 5% of the time within a 24-hour period 0.5 NTU at any time	

Additional site-specific requirements may be included by the RWQCB in the NOA based on identified beneficial uses of the receiving water and its downstream tributaries and analysis of the projected effluent quality and a reasonable potential to exceed water quality criteria. Final water quality parameters included in the Performance Guarantee will be negotiated with the successful Respondent based on their proposed treatment train. Based on preliminary discussions with the RWQCB, additional site-specific effluent requirements may include Trihalomethanes (THMs) and effluent temperature.

The ESCO will be responsible for performing the required research, sampling, and early outreach to the RWQCB (with City involvement) to establish the anticipated effluent limitations and develop a WWTF design definition suited to reliably meeting these limitations.

The City currently has the capacity to treat and discharge an average dry weather flow (ADWF) of 0.48 MGD of domestic wastewater. Any WWTF proposed will have the capability to treat this minimum flow rate in this phase, with expandability for future growth. Provisions to expand plant capacity to a future ADWF of 0.84 MGD shall be included as a part of this project. Given anticipated future expansion, the City would like proposals to consider the use of modular package plants, to enable easy expansion where costs can easily be assigned to development projects.

Copies of self-monitoring reports and influent/effluent water quality reports can be made available to Respondents. The *Wastewater Treatment Plant Replacement Project – Project Report* (Carollo Engineers, 2024) (Attachment C) identified that the ADWF entering the plant was approximately 0.33 MGD, with the PWWF estimated to be 2.96 MGD. Influent BOD5 concentrations typically are between 300-500 mg/L, but have peaked occasionally to over 1000 mg/L. No effluent violations have been reported to the RWQCB since 2017, and the plant is operating in compliance with its 30/30 BOD5/TSS monthly average effluent water quality requirements.

The WWTF is currently located on Mahoney Mill Road, adjacent to Sutter Creek. Highway 49 over crosses the western side of the plant, and there are bridge piers that will need to be protected with any work. Highway 49 was constructed after the WWTF was constructed, but it is unclear what right-of-way Caltrans has along Highway 49, and what limitations on WWTF construction work Caltrans will hold the City to. The ESCO shall research these issues as part of Project Phase 1 and develop a proposed design approach that accounts for these limitations and any required permitting.

A portion of the WWTF property is located within a mapped FEMA floodway for Sutter Creek. This floodway designation will make construction of a replacement plant difficult within the existing mapped floodway. Downstream of the mapped floodway is an approximated floodplain boundary, meaning there has not been a detailed study done to determine floodplain elevations. The City has not yet initiated discussions with FEMA regarding what type of development can occur either within the mapped floodway or approximate floodplain. It is expected that the successful Respondent will either locate the new WWTF facilities and energy improvements outside of these areas or successfully work with FEMA to allow for construction to occur within those areas, while incorporating any necessary flood control improvements into the WWTF project. The City's preferred approach is one that optimally balances risk, cost, and schedule considerations.

The City owns additional parcels (018-002-031 and 018-002-032) within an area bounded by Mahoney Mill Road, Highway 49 to the west, the residences behind Oro Madre Way to the east, and Sutter Lone Road to the north. Together, these parcels have approximately 18.28 acres of land and could be options for relocation of portions of the WWTF. There are significant elevation changes on these lands, but they are contiguous with the existing WWTF. Opportunities to relocate portions of the WWTF to these parcels could be explored by the Respondents. Regardless of where the WWTF is located, the WWTF will need to still receive wastewater from all existing wastewater influent sources, and convey treated wastewater back to Sutter Creek and to the GRRSP Development.

The Gold Rush Ranch Specific Plan (GRR or GRRSP), located west of State Highway 104 and south of the WWTF, is zoned for a large new golf course. Initial discussions between the City and GRR indicate that GRR will construct a new recycled water pump station and pipeline between the WWTF and their property as part of development of the GRR. The conveyance system will be constructed by others and is not a part of this project. Any water produced at the new WWTF will have to be treated to a quality

that is suitable for unrestricted reuse under Title 22 (Disinfected Tertiary Recycled Water). During the summer, it is expected that most, if not all, of the water treated at the WWTF would be reused at GRR. During the winter, most of the WWTF effluent would be discharged to Sutter Creek.

ENERGY COMPONENT

The City is interested in the identification, engineering, design, installation, training, initial operations and maintenance, and financing of approved Energy Conservation and Renewable Energy Measures for all its facilities using California Government Code 4217. The City is also interested in opportunities for cost avoidance, operational efficiency savings, regulatory compliance risk reduction, and deferred capital expenditures.

The ESCO shall identify Energy Conservation Measures (ECMs), perform an Investment Grade Audit (IGA) of the existing City and WWTF facilities, and propose a cost-effective Energy Program for the City through an Energy Services Agreement. The IGA will include the WWTF improvements as described in the Project Understanding section of this RFP. The ESCO shall coordinate with the City all necessary measures, information, and site visits to prepare the IGA. Any requests for information, or other items, shall be submitted to the specified point of contact in a clear, orderly, and concise manner. IGA reports will not be considered public information until such time as the City amends the ESCO design and construction contract to proceed to the construction phase.

The following technologies and/or energy management approaches serve as examples of solutions to be considered under this RFP.

- Wastewater treatment process improvements (secondary to tertiary)
- Pumps/motor efficiency improvements
- HVAC upgrades
- EV charging
- Solar generation
- Battery storage / Microgrid / Resiliency solutions
- Back-up generation
- Capital improvement projects
- Other cost avoidance and efficiency measures

All equipment provided by the Respondents shall have a demonstrated history of successful operating experience in similar installations in California. All equipment provided to the City as part of this Project shall be new, non-proprietary technology that can be readily maintained by the City for the next fifty years, the expected life span of the WWTF. All WWTF equipment shall be able to be operated and maintained by California-licensed wastewater operators.

QUALIFICATIONS

The City may award a contract to the Firm(s) that, in its sole opinion, is the most capable of providing the range of services described in the RFP in accordance with the long-term best interests of the City. To be considered for this project, the Respondent must demonstrate knowledge and experience in similar projects:

- Adequate financial resources to support the range of alternatives anticipated Established records of the Provider's ability to perform the work
- California municipal/wastewater project references that can attest to the quality of the Provider's past work
- An established record of technical performance on typical projects
- A proven record of on-time and on-budget performance
- Excellent safety record
- Credentialed, trained, and knowledgeable staff
- Ability to effectively communicate with City Council, administration, staff, and community as needed and a demonstrated history of implementing projects in an open, transparent fashion with client's long-term interests in mind
- Comprehensive project team which includes key staff who have the requisite experience and demonstrated qualifications to complete all aspects of the Project
- No pending or recent litigation associated with the savings performance and/or measurement and verification (M&V) of a guaranteed energy savings project

The City reserves the right to investigate the qualifications of all providers under consideration and to confirm any part of the information furnished, or to require other evidence of managerial, financial, or technical capabilities that are considered necessary for the successful performance of the Project.

SUBMITTAL CONTENT REQUIREMENTS

The content requirements set forth in this RFP represent minimum requirements for Proposals. It is the Respondent's responsibility to include in its Proposal all information requested and in a concise manner. The Proposal should not contain standard marketing or other general materials. It is the Respondent's responsibility to modify any such materials that it wishes to provide so that only directly relevant information is included in the Proposal.

Proposals shall include the following information in the order listed below:

- Transmittal Letter
- Part 1 - Executive Summary
- Part 2 - Respondent Profile
- Part 3 - Project Team
- Part 4 - Relevant Project Experience
- Part 5 – Project Approach
- Part 6 – Cost Proposal
- Appendix A - Financial Information
- Appendix B - Bonding and Insurance Letters
- Appendix C - Resumes

TRANSMITTAL LETTER

Respondents (the term "Respondent" can refer to either a single entity or a joint venture) must submit a transmittal letter on the Respondent's letterhead and signed by a representative of the Respondent who is authorized to sign such material. The transmittal letter may include information deemed relevant by the Respondent in addition to the provisions included in the form. If Respondent is a joint venture, the letter must include a joint and several liability statement and the letter must be signed by an authorized representative for each member of the joint venture.

PART 1 - EXECUTIVE SUMMARY

The Executive Summary shall include a concise overview of the key elements of the Proposal. The Executive Summary shall not be used to convey additional information not found elsewhere in the Proposal.

PART 2 – RESPONDENT PROFILE

Part 2 of the Proposal shall consist of three sections.

Part 2 Section A must include a detailed and complete description of the Respondent. Section A of Part 2 must include the following information:

- **Structure and Evolution of Firm:** Type of firm (corporation, partnership, sole proprietorship, joint venture); Name of parent company if applicable (include the name, main office address and parent company's tax identification number). Name of division or branch office if applicable; Name of current firm and number of years operating under this firm name; Former firm names if applicable and corresponding years in operation. Structure of team if this is a joint venture.
- **Legal structure.** Identify whether the Respondent is organized as a corporation, limited-liability company (LLC), general partnership, joint venture, limited partnership, or other form of legal entity.
- **Years in Energy Business:** State the number of years your firm has been involved in the energy-efficiency related business.
- **Years in Performance Contracting:** State the number of years your firm has offered performance contracting services.
- **Number of Performance Contracting Projects:** State the number of performance contracting projects completed by your firm. Differentiate:
 - Quantity under \$1 million in the United States.
 - Quantity over \$1 million in United States.
 - Quantity under \$1 million in California involving wastewater.
 - Quantity over \$1 million in California involving wastewater.
- **Project office location.** Identify where the Respondent intends to maintain its project office(s).
- **Safety.** Provide for the current and past five years the Experience Modification Rate (EMR) calculated by the National Council on Compensation Insurance or similar rating bureau.

Part 2 Section B must include the following information pertaining to financial capacity to complete the project.

- **Financial Soundness:** Describe the financial soundness and stability of the firm. Reference detailed information provided in Appendix A – Financial Information.
- **Bonding:** Present current bonding capacity, bond rating, confirmation that firm is currently bondable for 100% of a payment bond for construction of this project, 100% of a performance bond for construction of this project, and letter from a licensed surety as evidence of ability to bond for each of these categories.

Part 2 Section C must include the following information pertaining to factors or events that have the potential to adversely impact the Respondent's ability to perform its contractual commitments if the Respondent is selected.

- **Conflicts of interest.** Disclose any actual, potential, or perceived conflicts of interest that may exist between the Respondent (including its parent companies, affiliates, and subsidiaries), its proposed subcontractors or subconsultants, and the City, its elected officials, employees, consultants, or agents. This includes, but is not limited to any financial, business, or other relationships that may be perceived to influence the Respondent's objectivity or ability to act in the City's best interests. If no such conflicts exist, the Respondent shall affirmatively state that to the best of its knowledge no conflicts of interest exist. Failure to fully disclose a known conflict may result in disqualification from the procurement process or termination of any subsequent contract for cause.
- **Material adverse changes in financial position.** Describe any material historical (within the past three years) or anticipated changes in financial position, including mergers, acquisitions, takeovers, joint ventures, bankruptcies, divestitures, or any material changes in the mode of conducting business.
- **Legal proceedings and judgments:** List and briefly describe any pending or past (within the past 5 years) legal proceedings, judgments, or any contingent liability of Respondent, Respondent's affiliates, or any special purpose entities of which the Respondent holds a 50 percent or more beneficial interest that could adversely affect the financial position or ability to perform contractual commitments to City should the Respondent ultimately be selected as the most advantageous Respondent. If no such proceedings or judgments are listed, provide a sworn statement to that effect from the Respondent's general counsel.
- **Completion of contracts:** Describe the circumstances under which the Respondent failed to complete any design, construction, operation or maintenance contract (a contract that included one or more of these elements) within the past 5 years.
- **Violation of laws:** Describe the circumstances under which the Respondent has been convicted of any criminal conduct or been found in violation of any federal, state, or local statute, regulation, or court order concerning employment discrimination or prevailing wages within the past 10 years.

The Respondent shall provide sufficient information to demonstrate that the unfavorable factor or event identified will not adversely impact the Respondent's ability to perform its contractual commitments should the Respondent be selected as the most advantageous Respondent.

The Respondent must notify the City of any changes to the information provided in Part 3 of the Proposal after submission of the Proposal and before the Proposal evaluation and selection process described in this RFP is completed.

PART 3 – PROJECT TEAM

Part 3 shall describe the composition, organization, and management of the project team in two sections.

Part 3 Section A shall describe the Respondent and other firms performing services under the direction of the Respondent (e.g., subcontractors, subconsultants, etc.) included in the project team, and specifically shall:

- Identify all firms included in the project team and describe the scope of the Respondent's and each firm's services and responsibilities. Include each firm's name, location of business, as applicable.
- Provide experience of previous collaborations between Respondent and other firms (if any), including participation in joint venture agreements, and descriptions of the roles of the firms under those previous collaborations.
- Provide an organizational chart showing the reporting relationships and responsibilities of the Respondent and all other firms performing services under Respondent's direction.
- Describe the Respondent's approach to the management of the other firms.
- Differentiate any planned changes or additions to team composition as the Project progresses through the project phases.
- Describe Respondent's approach to selecting key team members for Phases 2 and 3 of the Project (Design and Construction). If these team members are already selected, present their information herein.

Part 3 Section B shall:

- Identify all Key Personnel and their firm affiliations on the project team and describe their specific responsibilities pertaining to each project phase. This shall include the Design Engineer for all phases.
- Provide an organizational chart showing the reporting relationships and responsibilities of all identified Key Personnel.
- Indicate the commitment of all Key Personnel in terms of an estimated percentage of time.
- Provide short biographies for all Key Personnel that describe and demonstrate applicable qualifications, experience, relevant certifications, educational background, etc. as they relate to the Project described in this RFP.
- Describe any added expertise and capability of staff available through the parent company, other subcontracts, etc. to provide back-up strengths in technical analysis, engineering design, architectural design (if applicable), construction management, construction, training and post-contract monitoring, etc.

Any change in the firms or Key Personnel included in the Proposal prior to the execution of the Agreement will require City approval.

PART 4 – RELEVANT PROJECT EXPERIENCE

Describe the performance history and experience of the Respondent and other firms performing services under direction of the Respondent (e.g., subcontractors, subconsultants, etc.) included in the project team on projects of similar scope and complexity. The City is particularly interested in the Respondent and its project team's experience with projects possessing the following characteristics:

- Energy performance contracts
- Wastewater treatment plant upgrade and/or replacement projects including design of improvements at operating facilities on constrained footprint sites

- Membrane bioreactor treatment processes meeting Title 22 requirements for unrestricted tertiary recycled water and surface water discharge
- Permitting of wastewater treatment plants in California for these forms of effluent disposal

Briefly summarize your project histories to define your firm's strengths and the relevance of past work to this project (experience like this project in terms of size, scope, facility type; experience with types of retrofits applicable to this project; etc.).

Relevant project experience shall be demonstrated by the Respondent providing descriptions for up to six (6) current or completed reference projects each which contain at least the following information:

- Project owner reference and contact information, including current position/title, phone and email address.
- Project location.
- Project start and completion dates.
- Project phasing approach.
- Construction contract value.
- Project delivery method and applicable public contract code.
- Description of the project showing relevance to this Project, including identification of any wastewater treatment components.
- Project successes and/or lessons learned.
- Names of project team firms and Key Personnel that participated in reference project(s) and are included on the team Part 3, along with a clear description of the roles and responsibilities of each for those reference project(s) indicated.

PART 5 – PROJECT APPROACH

Respondent shall present its detailed approach to execute each of the project elements and phases, as follows:

Phasing and Contracting Approach

Propose a phasing approach appropriate to this Project. The City envisions a three-phase project approach as follows:

Phase 1: Alternatives Evaluations and Project Definition

- Advance, evaluate, and compare the cost, schedule, and feasibility of WWTF alternatives.
- Advance permitting, cost estimating, scheduling, environmental review, and other critical project elements to a sufficient level that—at the conclusion of this phase—the City can make an informed decision about project feasibility, risks, costs, schedule, and regulatory concurrence.
- Complete topographic survey and geotechnical investigations required to inform the evaluation and support a subsequent design phase.
- Identify candidate Energy Conservation Measures (ECMs). Evaluate opportunities to reduce long-term operational costs, capital reinvestment needs, and regulatory exposure through

replacement or major upgrade of the existing WWTF. The analysis shall quantify both energy savings and non-energy value streams, including cost avoidance, operational efficiency improvements, deferred capital costs, and other benefits.

- Identify proposed project funding and potential impacts to City wastewater rates.
- Develop a proposed detailed project schedule.

Phase 2: Detailed Design

- Perform IGA and develop the design of selected energy projects.
- Prepare the detailed design for the selected WWTF alternative, including construction documents suitable for permitting and construction.

Phase 3: Construction

- Construct the WWTP and energy projects.
- Perform commissioning, staff training, and system testing.
- Provide optional services for first-year operations and maintenance, if requested.

Respondents shall clearly describe:

- The level of detail and deliverables that will be provided at the conclusion of each phase.
- All fees that would be charged to the City if the project does not proceed to subsequent phases.
- The timing of payments owed by the City relative to each phase.
- Options for the City to defer payment until the construction phase.

Summarize the proposed scope, approximate duration, and decision-making prerequisites for advancing from one phase to the next.

The City will require in the Agreement that the City shall own all work products and designs produced under Phase 1, regardless of whether the project proceeds.

Energy Conservation Measures (ECM) and Investment Grade Audit (IGA) Approach

Describe the proposed scope of work to be completed during the Investment Grade Audit (IGA) phase. The Respondent shall explain how the IGA will be conducted, including the methodology, data collection requirements, and information needed from the City. Clearly describe the process for identifying and prioritizing Energy Conservation Measures (ECMs), including how energy savings, operational cost reductions, and other financial benefits will be calculated and verified.

Submit a representative sample IGA prepared by your firm for a similar project. Briefly describe the sample project, including the facility type, scope of the audit, and the ECMs evaluated. Identify the energy and economic analysis methods used, including any software tools, assumptions, or models. Indicate who within your team prepared the sample audit and their qualifications.

WWTF Technical Approach

Describe the proposed technical approach to the WWTF, including the anticipated key challenges and proposed solutions. This section shall address the following specific concerns and any others that the Respondent deems relevant:

- Proposed layout of facilities at the WWTF site in consideration of anticipated subsurface conditions, FEMA mapping, construction sequencing requirements around existing WWTF operations, sizing and future expandability of process units, O&M impacts of elevation differences to the existing incoming sewer main and anticipated recycled water delivery location.
- Treatment technologies to be utilized for achieving the anticipated effluent requirements. The City is interested in treatment technologies that are well-established in this application to provide robust and reliable biological treatment, filtration, and disinfection for unrestricted reuse of Title 22 tertiary recycled water.
- As described in the attached technical reports, wastewater flows into the WWTF have a significant peaking factor during storm events due to high Infiltration and Inflow (I/I). Present proposed approach to sizing and configuring the WWTF to manage peak flows. The approach should optimize construction and operating costs and facility footprint while assuring continued compliance with anticipated regulatory permit conditions. This can include equalization, side stream peak flow treatment, and optimized biological and filtration capacity.
- Approach to selecting materials and equipment for the WWTF and involving the City in these decisions. The City is interested in utilizing materials and equipment that will provide and have demonstrated reliable performance in similar municipal installations in California, have a robust and responsive service and support network, are recognized by the State of California for tertiary recycled water applications (where applicable), and are able to be efficiently maintained by the City's operations and maintenance staff.
- Approach to integrating the facility with an adjacent solar project, if proposed, and for providing standby power when neither primary utility power nor solar-generated power is available. Approach to integrating a battery storage solution for minimizing utility costs. Additional standby power is also required to be able to power the WWTF during a long-term outage (for example, during a wildfire).

WWTF Permitting and Regulatory Approval Approach

Describe the proposed approach conducting a preliminary constraints analysis during Phase 1. This shall include researching applicable permitting and regulatory requirements at the local, regional, state, and federal levels; initiating early outreach to permitting and regulatory agencies to identify anticipated review processes, timelines, and coordination needs; and performing necessary field investigations, desktop analyses, or site reconnaissance. Respondents shall also explain how they will identify and document key site constraints—such as environmental conditions, access limitations, utility conflicts, or land use restrictions—and how this information will be used to inform a feasible, cost-effective project scope and schedule.

Describe the proposed approach to securing required permits and regulatory approvals during Phases 2 and 3. This will include but not be limited to:

- FEMA CLOMR, should work be required within the FEMA mapped floodway or floodplain
- RWQCB Notice of Applicability (NOA), Report of Waste Discharge (ROWD), and Title 22 Engineers Report
- CEQA and CEQA+ documentation, depending on the proposed funding source(s)

Design Approach

Describe the proposed approach to completing detailed design during Phase 2. Summarize the key disciplines and expertise required to complete a comprehensive design of both the WWTF and

proposed energy projects and how those resources will be allocated. Discuss the anticipated key challenges and solutions for this specific project. Demonstrate a detailed and comprehensive understanding of the project elements and requirements to achieve project success.

The design approach shall address the WWTF component as well as anticipated optional add-on energy projects, which may include:

- Solar and battery storage for the City auditorium and community center (roof and/or parking lot)
- Public EV charging station
- Solar panels and City fleet EV charging station on the City property adjacent to the WWTP

Construction Approach

Describe the proposed approach to constructing the project. Discuss whether overlapping design and construction is proposed (e.g., early procurement of long-lead equipment) and how the design will be phased to support this and risks sufficiently tracked and managed. Describe the anticipated construction sequencing approach to build new facilities while the existing facility continues to operate, how critical tie-ins will be planned and implemented, and any special strategies proposed regarding the timing of construction phases relative to wet weather and dry weather facility flows in order to make use of the existing WWTF site, if so proposed.

Describe how your firm would work with City staff to coordinate construction and maintain the City facilities operation and use. Describe your flexibility and/or any limitations regarding City activities such as management of additional energy and wastewater projects, monitoring of installation and performance of Contractor projects, integration of other identified capital needs with Contractor projects which may or may not contain energy and water saving opportunities.

Approach to Commissioning, Training, Support, and Operations

Describe the proposed approach to planning for and implementing commissioning of the new WWTF, training of City operations and maintenance staff, providing ongoing operational support and, if requested, operating the facility for the first year. Discuss your process for selecting a qualified operations team, staffing the facility, maintaining operations resources in proximity to the facility to support the City as needed, and regulatory reporting and compliance.

Project Management and Coordination

Describe the proposed approach to project management, oversight, quality control, and City collaboration. Refer to the organizational chart and discuss lines of communication and responsibility including a discussion of any transitions across project phases.

Describe the proposed approach to engaging the City in the decision-making process regarding:

- Alternatives evaluation and selection
- Equipment makes, models, and brands
- Equipment and process technologies
- Facility configuration, layout, and features
- Facility automation and control
- Compatibility with existing City operations and maintenance

- Staffing requirements for upgraded and new facilities

Describe Respondent's overall philosophy regarding transparency and collaboration. Describe how meetings, workshops, and in-person site visits will be planned and implemented for the maximum benefit of the City and the project.

Process and Performance Guarantee

In addition to workmanship warranties, the City will seek acceptable guarantee terms for the performance of the new facilities, including a guarantee that the WWTF will comply with discharge and recycled water permit requirements under the anticipated raw wastewater flows and loads. Summarize proposed coverage and terms for such a guarantee.

Schedule

Provide a detailed Gantt-style project schedule covering all phases of the project, including project definition, design, permitting, procurement, construction, commissioning, measurement and verification (M&V), and project closeout. The schedule shall include:

- Clearly defined tasks and milestones;
- Logical sequencing of activities with identified dependencies and relationships (e.g., finish-to-start, start-to-start);
- Duration estimates for each activity;
- Identification of the project's critical path;
- Float and contingency assumptions, if applicable;
- Key permitting, agency coordination, procurement, and long-lead item activities.

The schedule shall reflect realistic assumptions and demonstrate the Respondent's understanding of the project's complexity, regulatory timeline, and coordination requirements. The City may require the selected Respondent to submit the final schedule in a format compatible with Microsoft Project or Primavera P6.

Form of Agreement

The City intends to enter into an Energy Services Agreement pursuant to California Government Code Section 4217.10 et seq., under which the selected ESCO will deliver qualifying improvements through a design-build approach.

Respondents shall submit their proposed form of agreement for the Energy Services Contract, including all terms and conditions the Respondent proposes to govern the design, construction, financing (if applicable), implementation, and performance guarantee components of the project. The proposed agreement shall be consistent with the requirements of California Government Code § 4217.10 et seq. and reflect the scope of services and risk allocation proposed in the Respondent's submission.

The City will review the proposed contract language as part of its evaluation. However, the final contract terms and conditions are subject to negotiation between the City and the highest-ranked Respondent following the selection process. The City reserves the right to incorporate provisions from its own standard agreements or to require modifications to the Respondent's proposed contract language as deemed necessary by the City or its legal counsel to ensure consistency with public contracting requirements, risk management policies, and applicable law.

If the City, in its sole discretion, determines that acceptable contract terms cannot be reached within a reasonable timeframe, the City reserves the right to terminate negotiations and initiate discussions with the next-highest-ranked Respondent, or to take any other action deemed in the best interest of the City.

Risk Allocation Plan

Respondents shall submit a Risk Allocation Plan that identifies and addresses key project risks associated with each major project element and phase, including but not limited to: preliminary assessment, design, permitting, construction, measurement and verification (M&V), operations, and long-term performance guarantee.

For each identified risk, the Respondent shall:

- Describe the nature of the risk and when it is most likely to occur (by project phase).
- Identify the party (ESCO, City, or other) that the Respondent believes should be primarily responsible for managing the risk.
- Justify the proposed allocation, explaining how the assignment of risk is fair, reasonable, and in the best interest of the City.
- Describe how the risk will be mitigated or controlled, including any contractual mechanisms, contingencies, insurance, bonding, or performance guarantees.
- Indicate any assumptions that underlie the risk allocation approach, especially those that may impact pricing, schedule, or performance guarantees.

The Risk Allocation Plan will be evaluated based on the Respondent's understanding of the project, the fairness and clarity of the proposed risk distribution, and the extent to which the proposed approach supports a collaborative, cost-effective, and successful project outcome.

Scope of Services

Present a detailed narrative scope of services for Phase 1 services. Services shall be broken down into separate work tasks and shall specifically call out the number of included meetings and site visits.

PART 6 – COST AND FINANCING APPROACH

Respondent shall describe their proposed approach to structuring the project costs including cost for services and for financing the project, as follows:

Financing

Respondents shall describe their proposed approach to financing the project, including identification of potential funding sources and a strategy for evaluating and selecting a preferred financing structure in coordination with the City. The narrative should explain how financing activities would be phased alongside design and construction, and how the approach supports timely project delivery. Given the City's size and limited resources, the City is seeking a qualified partner with demonstrated experience, staffing, and resources to assist in securing project financing successfully.

While the City does not expect a financing guarantee at this stage, it seeks confidence that the Respondent has both the capability and flexibility to deliver financing that meets the City's long-term wastewater infrastructure needs. Respondents shall describe prior experience securing financing for similar projects, outline the anticipated long-term financial obligations for the City under the proposed

model, and shall provide references for up to two comparable projects where similar financing arrangements were successfully implemented.

Phase 1 Services

Respondents shall provide an itemized scope of work and cost proposal for Phase 1, including all tasks and deliverables identified in the scope of work. The City will evaluate the proposed cost and charge rates in conjunction with the scope and level of effort proposed. Evaluation will consider the overall value to the City, specifically whether the proposed scope of services is appropriate and sufficient to support a well-informed decision to proceed to subsequent project phase and whether the cost of the services is fair and reasonable for the work performed.

The City prefers that Phase 1 costs be incorporated into the overall project financing or otherwise rolled into the final project cost in Phase 3. Respondents shall clearly describe how Phase 1 costs will be treated in the overall financial structure of the project.

The City reserves the right, at its sole discretion, to conclude the project after completion of Phase 1 and shall be under no obligation to proceed to subsequent phases. In such event, the City will only be responsible for payment of approved Phase 1 costs, subject to the terms agreed to in the Energy Services Agreement.

Indicative Project Costs

Respondents shall provide a non-binding, indicative budgetary estimate of the total anticipated cost for full project implementation (Phases 2-3), based on their current understanding of the City's wastewater treatment facility, energy savings potential, and regulatory context. This estimate should include high-level assumptions about scope, schedule, financing structure (if applicable), and anticipated energy savings. While the full cost proposal will be refined during Phase 1, this indicative estimate will be used to evaluate each Respondent's understanding of the project and their capacity to deliver a feasible and cost-effective solution.

Respondents shall estimate ongoing WWTF and energy facility operational costs per year for 5 and 10 year horizons addressing the power usage, equipment, and wearable components (such as UV lamps and membrane filters) at the facility.

Respondents shall list major assumptions use to develop indicative costs.

Markup Rates

Respondents shall submit overhead and profit markup fees to be applied to all phases of the project. The selected Respondent shall be contractually bound to these fees for the duration of the project.

APPENDIX A - FINANCIAL INFORMATION

Financial Report: Submit a summary (1–3 pages) of the most recent annual Statements of Financial Condition—specifically for the division, business unit, or practice group that will be responsible for delivering energy services and wastewater treatment facility improvements under this contract. The summary should include a balance sheet, income statement, and statement of cash flows dated within the past twelve (12) months. Also include the name, address, and contact information of the firm or individual who prepared the financial statements.

APPENDIX B - BONDING AND INSURANCE LETTERS

Respondents shall provide a letter from a surety company licensed in the State of California and rated A- or better by AM Best, indicating the Respondent's bonding capacity and confirming the ability to provide performance and payment bonds for a project of similar scope.

Respondents shall also provide a letter from their insurance provider or broker confirming current insurance coverage and the ability to meet the City's standard insurance requirements, including general liability, professional liability, workers' compensation, and any other applicable coverage. Final insurance and bonding requirements will be negotiated as part of the Energy Services Contract, consistent with City policies and applicable law.

The selected Respondent shall be required to maintain, at its own expense, the following minimum insurance coverage throughout the duration of the contract, including design, construction, and performance periods:

1. Commercial General Liability (CGL) Insurance

- **Coverage:** Bodily injury, property damage, personal and advertising injury
- **Minimum Limits:**
 - \$2,000,000 per occurrence
 - \$4,000,000 general aggregate
- **Requirements:**
 - Must be on an occurrence basis
 - The City must be named as an additional insured using **ISO form CG 20 10 and CG 20 37**, or equivalent
 - Coverage must be primary and non-contributory

2. Automobile Liability Insurance

- **Coverage:** Owned, non-owned, and hired vehicles
- **Minimum Limit:** \$1,000,000 combined single limit per accident

3. Workers' Compensation and Employer's Liability

- **Workers' Compensation:** Statutory limits under California law
- **Employer's Liability:**
 - \$1,000,000 per accident
 - \$1,000,000 per employee for disease
 - \$1,000,000 policy limit for disease

4. Professional Liability (Errors and Omissions)

- **Coverage:** Design errors, omissions, and professional services
- **Minimum Limit:** \$2,000,000 per claim / \$2,000,000 aggregate

- **Term:** Must be maintained for at least **three (3) years after final acceptance** of the project
- **If coverage is claims-made:** Include retroactive date no later than the start of the contract

5. Pollution Liability (if applicable to scope)

- **Minimum Limit:** \$1,000,000 per claim / \$2,000,000 aggregate
- May be required if project scope involves handling of hazardous materials, remediation work, or potential environmental releases

6. Builder's Risk / Installation Floater

- To be provided during the construction phase, covering all work in place and materials stored on- and off-site, as applicable. Coverage limits to equal the completed value of the work.

Certificate and Endorsements

- Respondent shall provide **certificates of insurance and required endorsements** prior to contract execution.
- All policies must be issued by insurers **licensed to do business in California** and with a rating of **A- or better by AM Best**.
- The City reserves the right to require higher limits or additional coverage types based on the final project scope.

APPENDIX C - RESUMES

Provide maximum 2-page resumes for each key individual listed in Part 3.

PROCUREMENT PROCESS

PRE-PROPOSAL SITE VISITS

- Respondents may request a site visit by emailing the contact people listed in this RFP prior to the Questions/Clarifications submittal deadline.
- When requested, Respondents will be provided the opportunity to visit the WWTF site and the adjacent City-owned parcels.
- Responses to questions will be limited to answering inquiries about the existing facilities and shall be non-binding.

CONFIDENTIAL INDIVIDUAL MEETINGS

Respondents may request, and City will grant, the opportunity to attend Confidential Individual Meetings during the week indicated under Schedule, below. The following instructions apply to these meetings:

- Respondents may bring up to three (3) key team members to the Confidential Individual Meeting. Respondents are requested to only bring key team members who will have significant involvement in the Project.

- Respondents may ask questions during any of the meetings; however, Respondents may not rely on any information provided orally during any meeting unless such information is provided in writing as an Addendum to this RFP.
- All participants to any Confidential Individual Meeting will be required to sign a confidentiality agreement prior to the Confidential Individual Meeting.
- These meetings will provide an opportunity for the Respondent to ask the City questions regarding the Proposal, vet technical concepts, and present additional ideas for consideration and feedback. The meeting will last approximately two (2) hours and will occur before the submission of the Proposal. The meeting will take place at City Hall.
- Respondents will not be scored with respect to the meeting itself. However, the City reserves the right to evaluate the interaction of the proposed ESCO team with the City with respect to the Respondent's ability to collaborate with the City.

INTERVIEW

When all Proposals have been reviewed and ranked, the City anticipates that interviews will be conducted with a short-list of the top-ranked ESCOs. Interviews will be held at the discretion of the City and are not required for fulfilling the Evaluation Committee's selection process. At the close of all interviews, if applicable, points for the proposal and interview will be adjusted based on all information available to the Committee, and a top-ranked Respondent identified. Should the City elect to move forward, negotiations shall then be conducted, beginning with the ESCO ranked first, for the services associated with the execution of an ESCO design and construction contract. The final decision of contract award will be made by the City based on the recommendation of the Evaluation Committee.

EVALUATION CRITERIA

Following the receipt of the proposals, the Evaluation Committee will review the proposals submitted by each Respondent. The following criteria, without limitation, will be used by the City for evaluation:

Criterion	Weighting	Max Point Score
Respondent Profile	10%	25
Project Team	20%	50
Project Experience	20%	50
Project Approach	30%	75
Cost and Financing Approach	20%	50
Financial Qualifications	Pass/Fail	NA
Total		250

The City is not obligated to select the Respondent with the lowest proposed cost. Selection will be based on best value, which balances cost, scope, quality, experience, risk allocation, and long-term performance.

SCHEDULE

The City intends to meet the following estimated schedule (subject to change).

ACTIVITY	DATE
Issue RFP	May 22, 2025
Pre-Proposal Site Visits	Scheduled upon request
Questions / Clarifications Submission Deadline	June 6, 2025
Optional Confidential Individual Meetings	June 2-13, 2025
RFP Addendum Issuance Deadline	June 20, 2025
RFP Proposal Submission Deadline	July 1, 2025
Short List Interviews (at City's Sole Discretion)	Week of July 7, 2025
Notification of Selection of Preferred ESCO and Commence Negotiations	July 18 , 2025
Notice of Recommendation Award	TBD
Approval to proceed with ESCO Design and Construction Contract at the City Council Meeting	TBD

The City intends to select the firm that best meets the City's needs to perform the services as described in this RFP. Firms will be evaluated and preference given to those that illustrate demonstrated range of services, innovative approaches, technical and contractual solutions, additional services, and flexibility developing and implementing successful projects.

During the evaluation process, the City reserves the right to request additional information or clarification from Respondents. The City reserves the right to determine the most qualified Consultant(s) based solely on the qualifications reviewed; however, staff may determine that a subsequent interview process is necessary.

The City, at its sole discretion, reserves the following rights:

- Reject any or all submittals.
- To cancel this RFP process at any time.
- Modify this RFP at any time by means of written addendum.
- Establish other evaluation criteria determined to be in the best interest of the City.
- Contract with any of the firms responding to this RFP based solely upon its judgment of the qualifications and capabilities of the firm.

This RFP does not commit the City to negotiate a contract. The City will not be responsible for any expenses incurred by any firm in preparing and submitting a proposal or response to this RFP. All RFPs will be reviewed and evaluated by a City Selection Committee. The City at its sole discretion may interview finalists or select a firm to perform work based solely on the evaluation of the RFP.

OWNERSHIP OF PROPOSAL MATERIALS AND CONFIDENTIALITY

All materials submitted in response to this RFP shall become the property of the City and may be used by the City at its sole discretion to evaluate the proposals, enter into an agreement with the selected Respondent, or for any other purpose deemed in the public interest. The City shall not be responsible for returning any submitted materials.

Respondents may clearly identify any proprietary or confidential information contained in their proposal by labeling specific pages as "CONFIDENTIAL." The City will make reasonable efforts to maintain the confidentiality of such information, to the extent permitted by law. However, Respondents are advised that all documents submitted in response to this RFP may be subject to disclosure under the California Public Records Act (Government Code § 6250 et seq.), and the City cannot guarantee that any information marked as confidential will not be disclosed if a proper legal request is made. The City may reject overly broad confidentiality claims in accordance with the Public Records Act.

By submitting a proposal, Respondents acknowledge and agree that the City shall not be liable for disclosure of any information submitted in connection with this RFP unless such disclosure is caused by the City's gross negligence or willful misconduct.

INQUIRIES

Any questions about the Submittal format or content shall be transmitted in writing to Dan Lafontaine at dlafontaine@cityofsuttercreek.org. Any verbal City responses or responses expressed in any format by others at the City are non-binding and shall not be considered by the Respondent.

Respondents shall submit electronic copies of their proposal in PDF format by the deadline listed under Schedule above. Proposals shall be transmitted to dlafontaine@Cityofsuttercreek.org, tdubois@cityofsuttercreek.org and bslenter@hydroscience.com. The timely submittal of the email proposal will be verified by the email servers of the City of Sutter Creek. It is the Respondent's responsibility to verify that the proposal email can be transmitted to the email addresses of each party and is received in a timely manner by the intended recipients. Respondents shall assume that file sizes greater than 20 MB will be rejected by the recipients email servers and shall use cloud download links when necessary to transmit large files. Failure to submit a proposal in a timely manner is grounds for proposal disqualification.

ATTACHMENTS

The following accompanying reference documents are provided as attachments to this RFP:

- A. Draft Sutter Creek & ARSA Wastewater Master Plan Update, HydroScience, 2017
- B. Wastewater Master Plan Draft Technical Memorandum Peer Review, Carollo Engineers, 2018
- C. Wastewater Treatment Plant Replacement Project – Project Report, Carollo Engineers, 2024
- D. Sutter Creek WWTP ARSA System Title 22 Report, Thompson-Hysell, 2004
- E. Sutter Creek Wastewater Management As-Built Plans (Partial), Weatherby Associates, Inc., 1982
- F. Sutter Creek Wastewater Plant Interim Treatment Facility Design, HDR, 2008
- G. Cleanup and Abatement Order R5-2017-0708
- H. Site Topo Map (2006)

I. FEMA Firmette Map

The following reference information is expected to be provided as an addendum to this RFP when they are available:

- Preliminary Geotechnical Data
- Preliminary Surveying Data