

**Notice of Meeting for the
Georgetown Water Utility Board
of the City of Georgetown
April 8, 2021 at 2:00 PM
at Virtual**

The City of Georgetown is committed to compliance with the Americans with Disabilities Act (ADA). If you require assistance in participating at a public meeting due to a disability, as defined under the ADA, reasonable assistance, adaptations, or accommodations will be provided upon request. Please contact the City Secretary's Office, at least three (3) days prior to the scheduled meeting date, at (512) 930-3652 or City Hall at 808 Martin Luther King Jr. Street, Georgetown, TX 78626 for additional information; TTY users route through Relay Texas at 711.

Consistent with Governor Greg Abbott's suspension of various provisions of the Open Meetings Act, effective August 1, 2020 and until further notice, to reduce the chance of COVID-19 transmission, all City of Georgetown Advisory Board meetings will be held virtually. Public comment will be allowed via teleconference; no one will be allowed to appear in person.

To Participate, please copy and paste the following weblink into your browser:

WEBLINK:

Topic: Water Utility Advisory Board Meeting

Time: Apr 8, 2021 01:30 PM Central Time (US and Canada)

Join Zoom Meeting

[https://georgetowntx.zoom.us/j/95827414662?](https://georgetowntx.zoom.us/j/95827414662?pwd=MklydWVWR0czb0JwckROQjRQVUMxUT09)

[pwd=MklydWVWR0czb0JwckROQjRQVUMxUT09](https://georgetowntx.zoom.us/j/95827414662?pwd=MklydWVWR0czb0JwckROQjRQVUMxUT09)

Meeting ID: 958 2741 4662

Passcode: 999999

Dial by your location

877 853 5257 US Toll-free

888 475 4499 US Toll-free

833 548 0276 US Toll-free

833 548 0282 US Toll-free

Meeting ID: 958 2741 4662

Find your local number: <https://georgetowntx.zoom.us/j/95827414662>

Citizen comments are accepted in three different formats:

1. Submit written comments to: Tina.Davis@georgetown.org

by 5:00 p.m. on the day before the date of the meeting and the Recording Secretary will read your comments into the recording during the item that is

being discussed.

2. Log onto the meeting at the link above and “raise your hand” during the item

3. Use your home/mobile phone to call the toll-free number

To join a Zoom meeting, click on the link provided and join as an attendee. You will be asked to enter your name and email address (this is so we can identify you when you are called upon). To speak on an item, click on the “Raise your Hand” option at the bottom of the Zoom meeting webpage once that item has opened. When you are called upon by the Recording Secretary, your device will be remotely un-muted by the Administrator and you may speak for three minutes. Please state your name clearly, and when your time is over, your device will be muted again.

Use of profanity, threatening language, slanderous remarks, or threats of harm are not allowed and will result in your being immediately removed from the meeting.

Regular Session

(This Regular Session may, at any time, be recessed to convene an Executive Session for any purpose authorized by the Open Meetings Act, Texas Government Code 551.)

A Call to Order.

The Board may, at any time, recess the Regular Session to convene in Executive Session at the request of the Chair, a Board Member, the City Manager, Assistant City Manager, Director of Water Utilities, City Council Member, or legal counsel for any purpose authorized by the Open Meetings Act, Texas Government Code Chapter 551, and are subject to action in the Regular Session that follows.

B Virtual Conference instructions, to include options for public comments and how the public may address the Commission - Chelsea Solomon, Water Utility Director

C Monthly report from Water Utility Directors

Public Wishing to Address the Board

On a subject that is posted on this agenda: Please fill out a speaker registration form which can be found at the Board meeting. Clearly print your name, the letter of the item on which you wish to speak, and present it to the Staff Liaison, preferably prior to the start of the meeting. You will be called forward to speak when the Board considers that item.

On a subject not posted on the agenda: Persons may add an item to a future Board agenda by filing a written request with the Staff Liaison no later than one week prior to the Board meeting. The request must include the speaker's name and the specific topic to be addressed with sufficient information to inform the board and the public. For Board Liaison contact information, please logon to

<http://government.georgetown.org/category/boards-commissions/>.

D Public Wishing to Address the Board. -- Thomas Glab, Board Chair

On a subject not posted on the agenda: Persons may add an item to a future Regular scheduled Board agenda by filing a written request with the Staff Liaison no later than one week prior to the Board meeting. The request must include the speaker's name and the specific topic to be addressed with sufficient information to inform the board and the public. Only those persons who have submitted a timely request will be allowed to speak. Please contact the Board Liaison to sign up to speak at:
Tina.Davis@georgetown.org.

At the time of posting, no one had signed up to speak.

Regular Agenda

- E Review and possible action to approve the minutes from the March 11, 2021 Water Board Meeting.
- F Consideration and possible recommendation to approve a contract amendment with Bruce Flanigan Construction, Inc. of Belton, Texas for the relocating and lowering of two (2) existing waterlines that cross Hwy 183 in the amount of \$195,389.60 - Wesley Wright, P.E., Systems Engineering Director
- G Consideration and possible action to award a contract to CFG Industries, LLC. of Magnolia, TX for the rehabilitation of the Southside Clearwell Roof Replacement and Rehab project for the base bid in the amount of \$547,000.00. -- Wesley Wright, P.E., Systems Engineering Director
- H Consideration and possible recommendation to approve a Consulting Services Contract with NewGen Strategies and Solutions to conduct a study related to a water rate study and model deliverable in an amount not to exceed \$131,600 – Chelsea Solomon, Water Utility Director

Adjournment

Certificate of Posting

I, Robyn Densmore, City Secretary for the City of Georgetown, Texas, do hereby certify that this Notice of Meeting was posted at City Hall, 808 Martin Luther King Jr. Street, Georgetown, TX 78626, a place readily accessible to the general public as required by law, on the _____ day of _____, 2021, at _____, and remained so posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Robyn Densmore, City Secretary

City of Georgetown, Texas
Water Utility Board
April 8, 2021

SUBJECT:

Call to Order.

The Board may, at any time, recess the Regular Session to convene in Executive Session at the request of the Chair, a Board Member, the City Manager, Assistant City Manager, Director of Water Utilities, City Council Member, or legal counsel for any purpose authorized by the Open Meetings Act, Texas Government Code Chapter 551, and are subject to action in the Regular Session that follows.

ITEM SUMMARY:

Call to Order - Thomas Glab, Board Chair

FINANCIAL IMPACT:

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SUBMITTED BY:

Thomas Glab, Board Chair

City of Georgetown, Texas
Water Utility Board
April 8, 2021

SUBJECT:

Virtual Conference instructions, to include options for public comments and how the public may address the Commission - Chelsea Solomon, Water Utility Director

ITEM SUMMARY:

Discussion on how this virtual conference will be conducted, to include options for public comments and how the public may address the Commission - Chelsea Solomon

FINANCIAL IMPACT:

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SUBMITTED BY:

Chelsea Solomon, Water Utility Director

City of Georgetown, Texas
Water Utility Board
April 8, 2021

SUBJECT:

Monthly report from Water Utility Directors

ITEM SUMMARY:

Monthly Updates From Water Utility Directors

FINANCIAL IMPACT:

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SUBMITTED BY:

Chelsea Solomon, Water Utility Director

City of Georgetown, Texas
Water Utility Board
April 8, 2021

SUBJECT:

Review and possible action to approve the minutes from the March 11, 2021 Water Board Meeting.

ITEM SUMMARY:

Review and possible action to approve the minutes from the March 11, 2021 Water Board Meeting.

FINANCIAL IMPACT:

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SUBMITTED BY:

Board Liaison

ATTACHMENTS:

Description		Type
📎	GWUAB Minutes-March 11, 2021	Backup Material
📎	Directors Report March '21	Backup Material

City of Georgetown, Texas
Georgetown Water Utility Board Meeting
Minutes
Thursday, March 11, 2021 at 2:00 p.m.
Teleconference

Board Members Present: Thomas Glab; Board Chair, Stuart Garner, Steve Fought, Michael Morrison

Absent: Scott Macmurdo

Staff Members Present: David Morgan, City Manager, Laurie Brewer, Assistant City Manager; Chelsea Solomon, Director of Water Utilities; Leticia Zavala Jones, Customer Care Director; Wesley Wright, System Engineering Director; Leigh Wallace, Finance Director; ; David Thomison, Water Services Manager; Mike Welch, Treatment and Regulatory Manager; Chris Pousson, Project Manager; Cindy Popisil, Customer Care Manager; Tina Davis, Board Liaison

Guest: Trae Sutton

Regular Session

(This Regular Session may, at any time, be recessed to convene an Executive Session for any purpose authorized by the Open Meetings Act, Texas Government Code 551.)

A. Call to Order - Meeting was **called to order by Chair at 2:05 PM**

B. Virtual conference instructions, to include options for public comments and how the public may address the Commission – Chelsea Solomon - Solomon explained the participation process for the public (no one signed up to speak) and the Board, everyone must state name before speaking, Chair will do roll call for votes by name) No further questions or discussion.

C. Monthly report from Water Utility Directors - Utility Directors give department updates: Popisil reports approximately 150 new residential customers, non-residential went up by approximately 250, overall about 400 new water customers; no change in water billing collections, average water bill for residential customers increased about \$6, overall for all customers about \$8; aged receivables through the end of February, water has gone down about \$20K and gained about \$1500 in sewer. Council voted to approve a \$10 credit on water bills. There is also an enhanced leak credit for customers affected. Customers can call 512-930-3640 to qualify for the leak credit. Will employ a third- party collection agency in April to help with collections. Customers can donate their credit by calling the same phone

number. Wallace reports will present audit of fiscal yr. 2020 at March 23rd Council Meeting, April/May will do mid-year budget amendments. Reviewing Winter Storm Impacts for Water: overtime and water leak detection and repair. For Electric spikes during the storm – owe \$45 million dollars for purchase power for 1 week. Will seek tax support debt instrument to finance cost to pay over 10 year period. Electric and Water utility revenue bonds have been co-pledged. Standard and Poor's downgraded utility revenue bond rating from AA- to A+. Brief discussion on moving Water and Electric projects from revenue bond private placement to public Certificates of Obligation. Possible new reserve req. 2021 springing reserve amount is \$6.4 million, monthly contribution of \$106,666 for 5 years. Water share 66%; \$71K. Electric share 34%; \$36K. Brief discussion on funding the reserve. Solomon reports peak day water production approximately 30 million gallons directly related to storm. Performance Metrics through January 2021, looks good, will be down for February. Storm preparation-heat tape, insulation, took tanks to high summer levels, 24 hour coverage. Timeline and breakdown of the storm event was given. Wright reports working on next years Capital Improvement Plan, will have draft review to Board in April or May. In Design Wastewater phase, Cimmaron Hills WWTP Expansion at developers cost, is moving forward; Berry Creek Interceptor, need 13 easements, appraisals done. Goal to have project out to bid later this year; will focus on alignment and easement issues with San Gabriel Interceptor. It will pull wastewater flow off of Dove Springs. Design Water- South Lake Water Treatment Plant, have a 60% plan review meeting scheduled for end of month with plan to get it to bid late this year, early next year. Shell Road Waterline, no progress on outstanding easements this month, goal is to take this to bid this summer. Hoover Pump Station, early stages of negotiating property for pump station. Southside WTP Rehab, foundation work approved last month. Will pilot study during summer peak. Plan to take to bid next spring. Lakeway 16" water, line will be in service by next month. No tentative target date for Northlands Plants. Under construction on EARZ repairs and replacement of damaged pipes, San Gabriel Park Lift Station, waiting on finalized delivery and installation of pumps, all going well on San Gabriel WWTP Bell Press basically complete and ready for Solomons staff. Expect Southwest Bypass Waterline to be complete and in service by next months Board meeting. Waiting on pump deliver of Northlake Pump Station and Treatment Plant Expansion awarded to Cunningham, starting to schedule out the project.

- D. Public Wishing to Address the Board**-no one signed up to speak at the meeting
- E. Review and possible action to approve the minutes** from January 14, 2021, February 11, 2021 regularly scheduled Water Board Meetings and the February 16, 2021 Special Water Board Meeting – Glab notes correction to minutes for February 16, 2021 coversheet: Thursday but should be Tuesday. Davis will make the correction. **Motion to approve** January 14, 2021, February 11, 2021 minutes and minutes with correction of weekday from Thursday to Tuesday on February

16, 2021 Special Meeting coversheet by Morrison, **seconded** by Garner. 4-0-0 (Macmurdo absent)

- F. Consideration and possible action to approve Task Order KPA-21-001 with Kasberg, Patrick & Associates, LP of Georgetown, Texas, for professional services related to the 2020 EARZ Phase V Wastewater Rehabilitation in the amount of \$378,650.00-Wesley Wright, Systems Engineering Director. TCEQ mandates we investigate and repair and damage to wastewater system every 5 years. KPA has been approved to do the services related to this project each time. Morrison would like clarification on language of Task Order so it doesn't read as a lump sum or a cost not to exceed but to show a lump sum or a cost not to exceed. The fee is determined by the amount of video equipment given to the consultant. Staff has completed the video of area 5. Glab would like area identified in the contract. Wright will clarify language in contract before it moves to Council to read not to exceed \$378, 650.00, clarify it is Phase 5 by adding writing on the exhibit and follow up with Solomon offline to the extent of having proper documentation if requested. **Motion to approve Staff recommendation of Task Order EARZ KPA-21-001 by Morrison, seconded Garner. 4-0-0 (Macmurdo absent)**

Motion by Morrison, seconded by Garner to enter into Executive Session at approximately 3:46 PM. Approved 4-0-0 (Macmurdo absent)

Executive Session

In compliance with the Open Meetings Act, Chapter 551, Government Code, Vernon's Texas Codes, Annotated, the items listed below will be discussed in closed session and are subject to action in the regular session.

- G. Sec. 551.072: Deliberations about Real Property
- GREX Water Well-Wesley Wright

Motion by Garner, seconded by Morrison to return to Regular Session at approximately 4:05PM. Approved 4-0-0 (Macmurdo absent)

Action from Executive Session

Sec. 551.072: Deliberations about Real Property
GREX Water Well-Wesley Wright-Motion by Garner, seconded by Morrison to support staff recommendation regarding Deliberations about Real Property- 4-0-0 (Macmurdo absent)

Adjournment

Motion to adjourn by Fought, seconded by Morrison at approximately 4:06 PM. **Approved 4-0-0 (Macmurdo absent)**

Thomas Glab, Chair

Secretary

Board Liaison

Directors' Report

March 11, 2021



Customer Service and Billing – Water Services

Customer Statistics

- Water Customer Account Breakdown:

	Jan	Feb
Residential	42,620	42,790
Non-Residential	4,396	4,644
Total Water Customers:	47,016	47,434

- Water Billing Collection:

- Advanced Metering Infrastructure (AMI): 77%
 - Usage data automatically transmitted to billing office
- Automated Meter Reading (AMR): 23%
 - Usage data is collected via a drive by system

Customer Rates

Average Water Bill/Feb	FY2020	FY2021
▪ Residential	\$ 32.03	\$ 38.01
▪ All Customers	\$ 45.85	\$ 53.11

▪ Residential - Water

Rates – Effective 1-1-2021	
Base Charge (3/4" meter)	\$24.50 / \$29.45
Volumetric Charges:	
0 – 7 kgal	\$1.85
7,001 - 15 kgal	\$2.75
15,001 – 25 kgal	\$4.80
25,001 +	\$8.40

▪ Residential – Sewer

Rates – Effective 1-1-2021	
Fixed Charge	\$34.85 / \$40.10



Aged Receivables Report – thru 2/28/2021

Water AR – Aging Breakdown compared to previous month

	Water	Prior Month	Variance
31 – 60 Days	\$41,047.17	\$44,237.10	(\$3,189.93)
61 – 90 Days	\$25,262.65	\$44,032.64	(\$18,769.99)
91 – 120 Days	\$23,331.22	\$23,422.36	(\$91.14)
120 – 365 Days	\$103,710.24	\$109,790.16	(\$6,079.92)
> 365 Days	\$185,754.47	\$178,598.10	\$7,156.37
Total	\$379,105.75	\$400,080.36	(\$20,974.61)
Customer Counts	2647	3462	(815)

Sewer AR – Aging Breakdown compared to previous month

	Sewer	Prior Month	Variance
31 – 60 Days	\$17,800.71	\$12,030.62	\$5,770.09
61 – 90 Days	\$6,619.13	\$7,524.04	(\$904.91)
91 – 120 Days	\$6,236.37	\$7,551.36	(\$1,314.99)
120 – 365 Days	\$33,671.66	\$37,057.66	(\$3,386.00)
> 365 Days	\$45,553.45	\$44,257.95	\$1,295.50
Total	\$109,881.32	\$108,421.63	\$1,459.69
Customer Counts	1885	2392	(507)

Finance



Reporting

- **March 23 Council Meeting**
 - FY2020 Audit
 - FY2021 First Quarter
- **April/May Council Meeting**
 - Mid-Year Budget Amendment, including storm impacts
 - Update on costs eligible for FEMA reimbursement

Winter Storm Impacts - Water

- Overtime for employees
 - Still scrubbing reports
 - Storm spanned 2 pay periods
 - Significant costs with employees working 24/7
 - Should be eligible for FEMA reimbursement
- Water leak detection and repair
 - Emergency Budget Amendment for \$150,000

Winter Storm Impact - Electric

- Spikes in cost of electricity during storm
 - ~\$45 million bill for purchase power for 1 week
 - Normal annual budget for purchase power \$60 million
- Seeking tax-supported debt instrument to finance costs over 10 years; paid with Power Cost Adjustment rate

Impact to Water Debt

- Electric and Water utility revenue bonds have historically been co-pledged
- Standard and Poor's downgraded utility revenue bond rating from AA- to A+; remain on negative watch
- Unlikely to have successful sale of new Water and Electric debt for capital projects as revenue bonds in 2021

Impact to Water Debt

- Move Water projects \$16.3 million and Electric projects \$6.6 million from Revenue Bond private placement to public Certificates of Obligation
 - Council approves public notice of CO's on March 9; award on May 11
 - Better interest rate because property tax pledge and competitive sale
 - Longer terms likely (20 years as desired)
 - CO's not included in test for debt coverage reserve of utility revenue bonds

Debt Coverage Ratio Impact

- May not meet revenue bond covenant debt coverage requirements in 2021
 - Electric operating revenue will not be able to cover operating expenses
 - Combined coverage falls below minimum required 1.35x
 - Triggers a new “springing reserve” that equals the average annual payment of water and electric outstanding revenue debt combined

Possible new reserve req.

– 2021 springing reserve amount is \$6.4 million

- Monthly contribution of \$106,666 for 5 years**
- Water share 66%; \$71K**
- Electric share 34%; \$36K**

Funding the reserve

- May purchase a surety policy
 - One-time up-front cost as percent of coverage
 - Recommended first step to try as overall lowest cost option
- May be funded with increase in revenue from rates/fees, sale of assets, or operational savings

What if things change?

- Electric market very dynamic
- Staff monitoring changes that could both help and hurt
- Will update boards and Council

Operations Report

Operating Statistics

February 2021

- **Water System (MGD)**

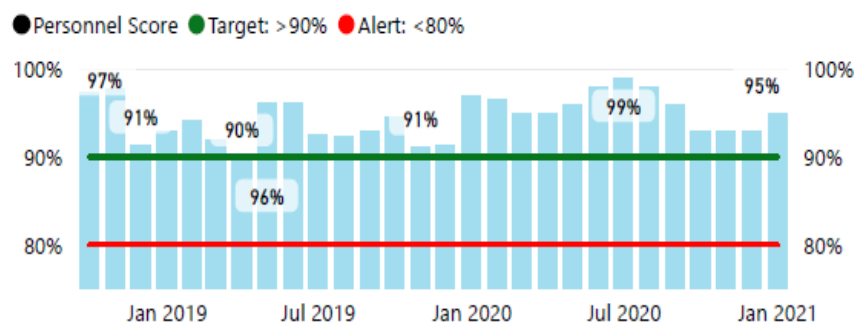
– Rated Capacity	44.13
– Average Annual Production (YTD)	23.4
– Peak Day Production	29.9 (68%)
– 2020 Peak	42.87 (97%)
– 2019 Peak	41.7 (94%)

- **Wastewater System (MGD)**

– Rate Capacity	8.5
– Average Annual Production (YTD)	5.4

Performance Metrics *thru' January 2021*

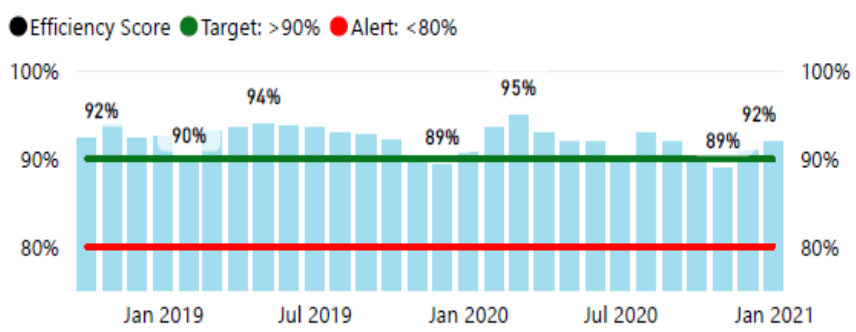
Personnel



Strategic Goal (SG) :

Measurable 1: Weighted average comprised of training, safety, and over-time hours data.

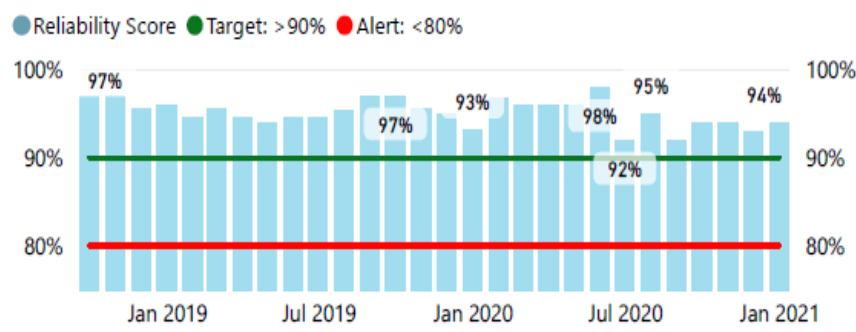
Efficiency



Strategic Goal (SG) :

Measurable 1: Weighted average comprised of water loss, corrective and preventive maintenance on-time completion.

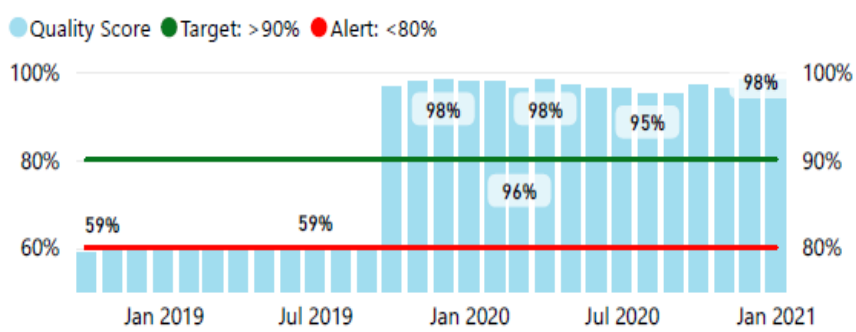
Reliability



Strategic Goal (SG) :

Measurable 1: Weighted average comprised of outage duration, outage frequency and on-time locates data.

Quality



Strategic Goal (SG) :

Measurable 1: Weighted average comprised of regulatory margin, water quality calls and pressure calls data.

Storm Preparation

- Heat Tape
- Insulation
- Tanks to High Summer Peak levels
- Topped off Generators
- Verified Chemical Delivery dates
- 24 Hour Coverage
- Doubled Control Center Staff
- Opened Utility OCC

Winter Storm Event

Thur 2/11	Fri 2/12	Sat 2/13	Sun 2/14	Mon 2/15	Tue 2/16	Wed 2/17
37/31	33/29	31/26	30/13	25/8	26/7	32/24
				1:30AM Load Shed Started		
		Lost Radio Comms	ERCOT Advisory Round Rock Pump Failure	Lost Power to Stonewall Pump Station and Hoover Pump Station SCADA/Fiber Southside Treatment plant Domel Treatment Reduced Lake Plant Cap.	BWN 4pm- Florence/ Liberty Hill Area 11pm-Western District Westinghouse/ Teravista	BWN 980 PP Williams/DB Wood/35 West

Thurs 2/18	Fri 2/19	Sat 2/20	Sun 2/21	Mon 2/22
33/24	42/21	61/26	76/44	
Load shed Canceled	Lab Frozen			All Areas Released
Recovered 980 PP Williams/ DB Wood/35 West Took Lab Sample	Recovered Western 1178 Took Samples Began Recovery Westinhouse/ Tervista Liberty Hill	Released Notice for 980 PP and Western 1178 Samples Taken For Liberty Hill and Westinghouse Except Florence Page 31 of 130 Recovery of Florence Ongoing	Released Liberty Hill and Westinghouse Began Helping Liberty Hill (2/21-2/25) Florence Recovered Samples Taken	Began Helping Florence

During Event

- Staff took Manual Reading of Tanks, heat guns to thaw gauge ports
- Heaters/generators Procured to place around pumps/well heads
- Systems Engineering coordinated leak repairs with Contractors
- Metering/Fire Department Turned off individual meters for private side leaks
- Leak Detection Contract
- Streets pulled staff out of the ditch, gave liquid de-icer, picked up equipment from rental/local businesses
- Electric used bucket truck to de-ice radio tower
- Reverse 911 and social media for BWN messages

Damage and Ongoing Repairs

- 10"/16" Broken Pipe
- Frozen Gauges
- Frozen Recirculation line
- Valve at EST damaged
- Frozen Pipes
- Hydrant Meter Damage
- Bad Pump Leg Sequoia PS
- Generator fail to start-Cold Start
- Generator Fuel Gelled
- Chemical Shortage
- DS WWTP
 - Generator failed
 - NPW pump failed
- PBWWTP
 - Potable water line leak in slab
- BC WWTP
 - Broken WAS valve and line
- CH – polymer pump frozen, haul sludge in interim
- SG WWTP –insulated and heat taped polymer solution line frozen/broken, sludge press down until repaired
- Lake Plant - 4 air release valves on the 16-inch main from the raw water station that lake plant busted.
- LWTP Belt Press down. Awaiting emergency purchase of flow tubes.
- SG Blower MCC fried during event.
- Fill Valve open position
- Clay Valves damaged
- Leaks still surfacing
- Several Water Pumps Rewound
- Chemical Cost Increased

Engineering

Capital Improvement Projects (CIP)

Design Wastewater

- Cimarron Hills WWTP Expansion
 - CDM Smith Task Order approved October.
- Berry Creek Interceptor (BC LS to PB WWTP)
 - Easement appraisals finalizing, acquisition support contract to Council in November.
- San Gabriel Interceptor (SH29/SWU to PB WWTP)
 - Under design, coordinating effort with master plan update, assessing proper alignment/easement needs

Design Water

- South Lake Water Treatment Plant
 - Under design, working with TCEQ and USACOE
- Shell Road Waterline
 - Finalizing easements and design, ready to bid early 2021
- Hoover Pump Station, EST, & Linework
 - Currently under design, previously on hold due to Covid-related issues (financing/debt markets)
- Southside WTP Rehab
 - CDM Smith Task Order for consideration
- Lakeway Blvd 16" water line (Eco Devo project, under design)
 - \$1.7MM, additional fire flow to Eco Devo properties



Capital Improvement Projects (CIP)

Construction Wastewater

- EARZ
 - Approximately \$2.5MM, City-wide, in place repair of manholes and damaged wastewater lines
- San Gabriel Park Lift Station
 - Lift station expansion underway
- San Gabriel WWTP Belt Press & Capital Maintenance
 - Sludge dewatering facility for the plant and large maintenance/repair items.

Construction Water

- Southwest Bypass Waterline
 - 24" waterline from SH29 to FM2243
- Northlake Pump Station and Treatment Plant Expansion (awarded October)
 - 980 pump station improvements – Prota Construction (ETA March/April)
 - 8.8MGD plant expansion – Cunningham Constructors (Preconstruction Conference Late January)

Questions?

City of Georgetown, Texas
Water Utility Board
April 8, 2021

SUBJECT:

Consideration and possible recommendation to approve a contract amendment with Bruce Flanigan Construction, Inc. of Belton, Texas for the relocating and lowering of two (2) existing waterlines that cross Hwy 183 in the amount of \$195,389.60 - Wesley Wright, P.E., Systems Engineering Director

ITEM SUMMARY:

This contract amendment for consideration is to relocate and lower two (2) waterlines in the western district. These lines are required to be lowered and relocated to gain the required cover in conjunction with the Hwy 183 improvement project that is being performed by TxDOT.

One water line is located near the intersection of PR 905 and Hwy 183 and the other line is located south of CR 207 and Hwy 183. Both locations involve boring and installing 20-inch steel encasement pipe and installing 8" c-900 pipe, reconnecting to existing lines and ancillary items to complete.

STAFF RECOMMENDATION:

Staff and KPA recommend executing this Contract Amendment with Bruce Flanigan Construction, Inc. of Belton, Texas for the relocating and lowering of two (2) existing waterlines that cross Hwy 183 in the amount of \$195,389.60.

FINANCIAL IMPACT:

Fund for the expenditure are available in the Water CIP Fund

SUBMITTED BY:

Chris Pousson

ATTACHMENTS:

Description	Type
 Contract Amendment	Backup Material

Change Order

No. 1

Date of Issuance: March 26, 2021 Effective Date: _____

Owner: City of Georgetown	Purchase Order No.	Owner's Contract No.:20-0064-CIP
Contract: Southwest Bypass Water Line Improvements		Date of Contract: 01-25-21
Contractor: Bruce Flanigan Construction, Inc.		Engineer's Project No.:20-111

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

For relocating two (2) existing waterlines that cross HWY 183 in the Western District. The lines are required to be relocated due to HWY 183 Improvements being performed by TxDOT. One water line relocation is located near the intersection of PR 905 and HWY 183 and the other is located south of the intersection of CR 207 and HWY 183. Both relocations require the installation of a 20-inch Steel Encasement pipe under HWY 183.

Attachments (list documents supporting change):

Find the attached detailed cost breakdowns.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$986,689.00	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): July 24, 2021 Ready for final payment (days or date): August 23, 2021
from previously approved Change Orders No. _____ to No. _____: N/A	from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): N/A Ready for final payment (days): N/A
Contract Price prior to this Change Order: \$986,689.00	Contract Times prior to this Change Order: Substantial completion (days or date): July 24, 2021 Ready for final payment (days or date): August 23, 2021
Increase of this Change Order: \$195,389.60	Increase of this Change Order: Substantial completion (days or date): N/A Ready for final payment (days or date): N/A
Contract Price incorporating this Change Order: \$1,182,078.60	Contract Times with all approved Change Orders: Substantial completion (days or date): July 24, 2021 Ready for final payment (days or date): August 23, 2021

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u></u> Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: <u></u> Contractor (Authorized Signature)
Date: <u>March 26, 2021</u>	Date: _____	Date: <u>March 26, 2021</u>

CHANGE ORDER

PROJECT: Southwest Bypass Water Line Improvements

OWNER: City of Georgetown

CONTRACTOR: Bruce Flanigan Construction, Inc.

ENGINEER: Kasberg, Patrick & Associates, LP

CHANGE ORDER #: 1

Make the following additions, modifications or deletions (circle those that apply) to the work described in the Contract Documents:

Item	Description	Quantity	Unit	Unit Cost	Total
HWY 183 Bore @ PR 905					
CO1-1	Mobilization & Bonds < 5%	100%	LS	\$ 4,777.00	\$ 4,777.00
CO1-2	ROW Prep (Locates, Fencing, Etc.)	100%	LS	3,605.00	3,605.00
CO1-3	Traffic Control Implementation	100%	LS	703.00	703.00
CO1-4	Stabilized Construction Entrance	2	EA	926.00	1,852.00
CO1-5	Silt Fence	100	LF	3.70	370.00
CO1-6	Trench Safety Implementation, Pipe	194	LF	2.10	407.40
CO1-7	Trench Safety Implementation, Bore	600	SF	8.40	5,040.00
CO1-8	20" Steel Encasement by Bore	114	LF	493.60	56,270.40
CO1-9	8" DR18/C900 PVC Waterline	134	LF	65.40	8,763.60
CO1-10	8" Gate Valve	1	EA	1,598.00	1,598.00
CO1-11	8"x3" Reducer or Tapped Cap/Plug	2	EA	440.00	880.00
CO1-12	3" Tapping Sleeve and Valve	1	EA	2,891.00	2,891.00
CO1-13	3" Wet Connections	2	EA	1,612.00	3,224.00
CO1-14	3" Waterline - Cut And Caps	3	EA	632.00	1,896.00
CO1-15	3" SDR21 PVC Waterline	60	LF	48.70	2,922.00
CO1-16	3" Gate Valve	1	EA	1,044.00	1,044.00
CO1-17	3" Tee	1	EA	521.00	521.00
CO1-18	3" MJ 90° Bend	1	EA	378.00	378.00
CO1-19	3" MJ 45° Bend	6	EA	349.00	2,094.00
CO1-20	Pressure & Bac-T Testing	100%	LS	2,120.00	2,120.00
CO1-21	Top Soil and Seeding	100%	LS	945.00	945.00

Subtotal PR 905 Bore (ADD) \$ 102,301.40

HWY 183 Bore @ PR 207

CO1-1	Mobilization & Bonds < 5%	100%	LS	4,372.00	\$ 4,372.00
CO1-2	ROW Prep (Locates, Fencing, Etc.)	100%	LS	3,605.00	3,605.00
CO1-3	Traffic Control Implementation	100%	LS	617.00	617.00
CO1-4	Stabilized Construction Entrance	2	EA	926.00	1,852.00
CO1-5	Silt Fence	100	LF	3.70	370.00
CO1-6	Trench Safety Implementation, Pipe	110	LF	2.10	231.00
CO1-7	Trench Safety Implementation, Bore	600	SF	8.40	5,040.00
CO1-8	20" Steel Encasement by Bore	94	LF	518.30	48,720.20
CO1-9	8" DR18/C900 PVC Waterline	110	LF	71.60	7,876.00
CO1-10	8" Gate Valve	1	EA	1,598.00	1,598.00
CO1-11	8" x 6" Reducer	2	EA	522.00	1,044.00
CO1-12	8" 45°/90° Bends 3	3	EA	557.00	1,671.00
CO1-13	6" 45° Bends	2	EA	418.00	836.00
CO1-14	6" x 6" Tapping Sleeve & Valve	1	EA	3,295.00	3,295.00
CO1-15	Pressure & Bac-T Testing	100%	LS	2,755.00	2,755.00
CO1-16	6" Waterline - Cut And Caps	2	EA	881.00	1,762.00
CO1-17	Wet Connection to Existing 6" Waterline	1	EA	1,912.00	1,912.00
CO1-18	Top Soil and Seeding	100%	LS	1,002.00	1,002.00
CO1-19	Paving Allowance-Asphalt	50	EA	90.60	4,530.00

Subtotal CR 207 Bore (ADD) \$ 93,088.20

Total Add \$ 195,389.60

City of Georgetown, Texas
Water Utility Board
April 8, 2021

SUBJECT:

Consideration and possible action to award a contract to CFG Industries, LLC. of Magnolia, TX for the rehabilitation of the Southside Clearwell Roof Replacement and Rehab project for the base bid in the amount of \$547,000.00. -- Wesley Wright, P.E., Systems Engineering Director

ITEM SUMMARY:

This project is for the roof replacement and tank rehabilitation of the Southside Clearwell water storage tank. This includes the fabrication and installation of an aluminum geodesic dome to increase corrosion resistance, reduce maintenance cost and includes the rehabilitation of the remainder of the tank. This project is provided 300 days to substantial completion with most of the rehabilitation work being preformed after peak demand has occurred and to allow for the Southside foundation project and Southside membrane pilot study to be completed We have limited the clear well being taken offline for 3 months after peak demand for 2021 has occurred. Notice to proceed will be issued in May to allow for the ordering, fabrication, and delivery of the aluminum geodesic dome.

This project was advertised publicly on February 24th and March 3rd. Twenty-one (21) firms including general contractors, subcontractors, suppliers, and plan rooms obtained plans from the engineer. On March 18th, 2021 at 2:30 we opened two (2) competitive bids. CFG Industries, LLC is the apparent low qualified bidder.

CDM Smith has reviewed CFG Industries bid response to verify accuracy, workload, and bidders experience. It was determined through this review that CFG Industries meets the contract requirements and is qualified to be awarded this contract. CFG Industries has successfully completed several projects of this nature in Texas.

STAFF RECOMMENDATIONS:

Staff recommends awarding a contract to CFG Industries, LLC. of Magnolia, TX for the rehabilitation of the Southside Clearwell Roof Replacement and Rehab project for the base bid in the amount of \$547,000.00.

FINANCIAL IMPACT:

Funds for the project are available in the Water CIP Budget

SUBMITTED BY:

Chris Pousson

ATTACHMENTS:

Description	Type
☐ Letter of Recommendation	Backup Material
☐ Aluminum geodesic dome example	Backup Material



9430 Research Boulevard
Building I, Suite 200
Austin, Texas 78759
Tel: (512) 346-1100
Fax: (512) 345-1483

March 26, 2021

Mr. Chris Pousson
City of Georgetown
300-1 Industrial Ave.
Georgetown, TX 78627

RE: Southside WTP Clearwell Roof Replacement
Recommendation of Award

Dear Mr. Pousson:

The Southside WTP Clearwell Roof Replacement project was advertised for public bids on February 24 and March 3, 2021 in the *Williamson County Sun*. Through our office, we provided plans and specifications to twenty-one interested parties, including general contractors, subcontractors, suppliers and plan rooms.

On March 18, 2021 at 2:30 p.m. bids were received at the Georgetown Municipal Complex, Purchasing Department, at 300-1 Industrial Avenue, Georgetown, Texas 78626 for the construction of the Southside WTP Clearwell Roof Replacement project and then opened and publically read aloud. Two bids were received, and the names of the bidders, total project base bid amounts, and total base bid plus alternate nos. 1 and 2 are summarized below.

Bidder Name	Total Base Bid Amount	Total Base Bid + Alt. Nos. 1 & 2
CFG Industries LLC	\$547,000.00	\$559,500.00
PrimeSpec Construction LLC	\$745,000.00	\$690,450.00

A bid tabulation of all the bid items is attached. The apparent low bidder on the project is CFG Industries LLC of Magnolia, Texas.

In addition to submitting the bids, each of the bidders submitted a Statement of Bidder's Experience (Section 00400). As listed in Section 00400, and verified by CDM Smith with phone calls to references on the contractor's previous projects, CFG has successfully completed projects similar to the Southside Clearwell Roof Replacement project including the installation of aluminum geodesic domes and preparation and painting of steel tanks in Texas. Thus, based on the results of our inquiries into CFG's past performance on previous projects we believe CFG can successfully complete the Southside WTP Clearwell Roof Replacement project as designed and specified. CDM Smith recommends that the City of Georgetown award this project to CFG Industries LLC in the amount of \$547,000.00 (total base bid amount).





Mr. Chris Pousson
March 26, 2021
Page 2

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ana Karamalegos', written over a horizontal line.

Ana Karamalegos, P.E.
Project Manager
CDM Smith Inc.
TBPE Firm Registration No. F-3043

cc: Allen Woelke, PE, CDM Smith
Harvey Mitschke, CDM Smith

Attachment Enclosed



CITY OF GEORGETOWN
SOUTHSIDE WTP CLEARWELL ROOF REPLACEMENT
BID TABULATION
March 18, 2021

Bidders	CFG Industries	PrimeSpec Construction
Acknowledged all Addenda	✓	✓
Provided Bid Security (5%)	✓	✓
Provided Bidder's Experience (Section 00400)	✓	✓

BASE BID AMOUNT (BASE BID ITEM Nos. 1 - 16)						
Bid Item	Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount
1	Insurance, Bonds and Mobilization/Demobilization Related Expenses not to exceed 5% of Total Bid	1	\$ 25,500.00	\$ 25,500.00	\$ 34,600.00	\$ 34,600.00
2	Storm Water Pollution Prevention Plan (SWPPP) and SWPPP Implementation, including installing the stabilized construction entrance, silt fence, and other required temporary sedimentation and erosion control best management practices as required by the SWPPP plan, complete in place as detailed and specified.	1	\$ 6,500.00	\$ 6,500.00	\$ 6,000.00	\$ 6,000.00
3	Site and Right-of-Way Preparation, complete in place as detailed and specified.	1	\$ 240,000.00	\$ 240,000.00	\$ 414,400.00	\$ 414,400.00
4	Traffic Control Plan and Implementation, complete in place as detailed and specified.	1	\$ 225,000.00	\$ 225,000.00	\$ 240,000.00	\$ 240,000.00
5	Trench Safety Plan and Implementation, as required for all pipe trenches deeper than 5 feet, complete in place as detailed and specified.	100	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
Total Base Bid (Item Nos. 1-16)		-	\$ 547,000.00		\$ 745,000.00	
ALTERNA						
Bid Item	Item Description	Estimated Quantity	Lump Sum		Lump Sum	
1	In lieu of assembling the new aluminum roof inside the existing steel tank, Contractor shall assemble the new dome roof on the adjoining property. Reference Section CIP3.	1	\$ 10,000.00		\$ (42,550.00)	
ADDITIVE BID ITEM No. 2						
Bid Item	Item Description	Estimated Quantity	Lump Sum		Lump Sum	
1	In lieu of furnishing and installing a new exterior ladder as shown on Section 4 of Drawing Sheet 8, leave the existing exterior ladder shown on Section 2 of Drawing Sheet 6. The existing ladder shall be sandblasted and recoated in accordance with Division 9.	1	\$ 2,500.00		\$ (12,000.00)	
ADDITIVE POSSIBILITIES						
Total Base Bid (Item Nos. 1-5)		-	\$ 547,000.00		\$ 745,000.00	
Additive/Deductive Alternate Bid Item No. 1		-	\$ 10,000.00		\$ (42,550.00)	
Additive/Deductive Alternate Bid Item No. 2		-	\$ 2,500.00		\$ (12,000.00)	
Total Base Bid + Alternate Bid Item Nos. 1 + 2		-	\$ 559,500.00		\$ 690,450.00	

Example of an Aluminum geodesic dome.



City of Georgetown, Texas
Water Utility Board
April 8, 2021

SUBJECT:

Consideration and possible recommendation to approve a Consulting Services Contract with NewGen Strategies and Solutions to conduct a study related to a water rate study and model deliverable in an amount not to exceed \$131,600 – Chelsea Solomon, Water Utility Director

ITEM SUMMARY:

Consideration and possible recommendation to approve a Consulting Services Contract with NewGen Strategies and Solutions to conduct a study related to a water rate study and model deliverable in an amount not to exceed \$131,600 – Chelsea Solomon, Water Utility Director

FINANCIAL IMPACT:

.

SUBMITTED BY:

Chelsea Solomon, Water Services Director

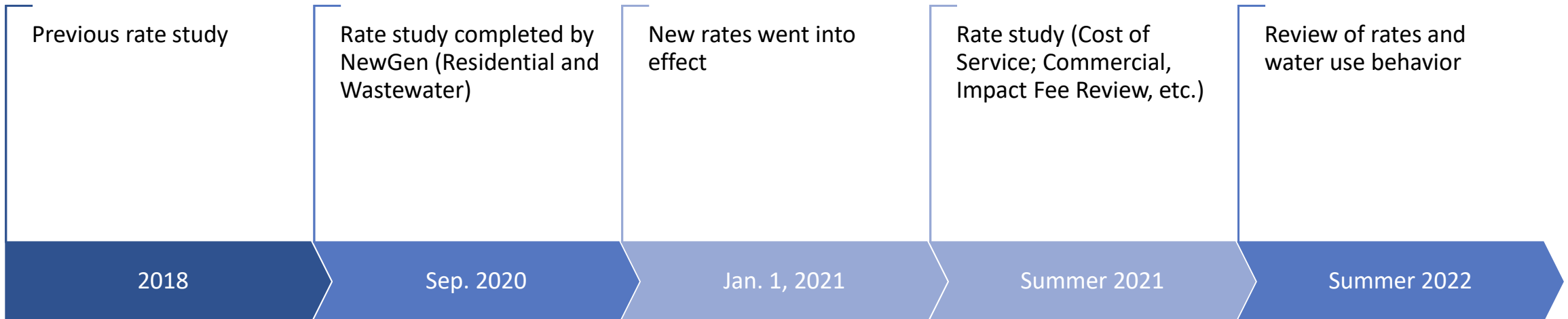
ATTACHMENTS:

	Description	Type
☐	Water Rates 2021 WUAB	Backup Material
☐	NewGen Georgetown	Backup Material
☐	RFP 202116 Water Rate Study	Backup Material

Water Rate Study

2021-2022

Timeline



Request for Proposal Process

- **RFP Released 1/24 and closed on 2/26**
 - 3 proposals submitted
- **Consultant Interviews week of 3/22**
 - 2 firms
- **Estimated Award on 4/27**

2021 Water Rate Study

- **Impact Fee Fund Balance Review**
- **Commercial**
 - Rate Structure
 - Sewer Variable Rate (BOD/TSS)
- **Multi-Family**
- **Fire Flow Rate**
- **2 Year Study**

Firm Evaluation

RFP

- Background (15 points)
- Experience and Qualifications (30 points)
- Methodology and Technical Approach (30 points)
- Cost (20 points)
- Changes to SFOA (5 points)

Interviews (20 points)

- Experience
- Approach
- Philosophy
- Rate Model Demo
- Roles and Responsibilities

Recommendation

- **Select NewGen Strategies and Solutions to conduct 2-year study**
 - Cost not to exceed \$131,600 (including the option for 6 in-person meetings/presentations as the dynamic changes with COVID-19)
- **Experience with Workday chart of accounts and utilities data from 2020 study**
- **Highly qualified team**

RFP 202116 | February 26, 2021



WATER RATE STUDY
City of Georgetown, Texas



PREPARED BY:





275 West Campbell Road
Suite 440
Richardson, TX 75080
Phone: (972) 680-2000

February 26, 2021

Ms. Erica Weitman
Purchasing Department
City of Georgetown
300-1 Industrial Ave.
Georgetown, TX 78626

Subject: RFP 202116 – Proposal for Water and Wastewater Rate Study

Dear Ms. Weitman:

NewGen Strategies and Solutions LLC, (NewGen) appreciates this opportunity to once again propose our assistance to the City of Georgetown (City). It is our understanding that the City is seeking consulting services to complete a cost of service analysis for water and identify cost of service for wastewater, especially related to commercial rates and a potential industrial strength surcharge.

Through our work with the City in FY 2020, the City has started to adjust water rates relative to interclass rate equity and is making adjustments to both water and wastewater to meet key City financial policies. We also recently provided assistance related to the GUS electric line extension policy and its current net energy metering rate structures. NewGen, as the financial consulting partner to Kimley-Horn, is finalizing work calculating and advising the City on its maximum assessable impact fee for roadways. We greatly value our sustained partnership with the City and look forward to continuing to serve the City with this engagement.

NewGen's project approach is developed to realize the City's goals and objectives while achieving a result which is equitable, customer sensitive, industry accepted, and politically feasible. Many firms can produce a financial analysis, but few can successfully defend the results and present them in words understandable to stakeholders. NewGen prides itself on this capability and looks forward to working with the City Staff and Council in this regard. The Project Team assembled by NewGen, which collectively possess decades of combined professional experience, contains the necessary leadership and experience to ensure a successful and timely completion of the requested services.

I hereby certify that I have read all items of the RFP and related Addendums and fully understand the requirements listed therein. I further certify that I am an authorized agent of the proposing firm empowered to submit the proposal and authorized to sign a contract with the City of Georgetown.

We appreciate the opportunity to once again provide our assistance to the City. Should you have any questions, please do not hesitate to contact me at (972) 675-7699 or via email at mgarrett@newgenstrategies.net.

Sincerely,

NewGen Strategies and Solutions, LLC

DocuSigned by:

Matthew B. Garrett

B23FEBEF79E64D1

Matthew B. Garrett
Managing Director

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TAB A. OFFEROR BACKGROUND

Qualifications and Experience of the Firm

Firm History

NewGen Strategies and Solutions, LLC’s (NewGen) experience has been acquired while members and/or owners were at recognized national consulting groups such as R. W. Beck, Inc. (now SAIC and Leidos), Navigant Consulting, and Touche Ross & Co. (now Deloitte), and regional practices such as Reed, Stowe & Yanke. Individuals from NewGen provide the expertise gained from hundreds of cost of service and expert witness cases and filings supporting utility customers, regulatory staff, and utilities.

YEAR INCORPORATED: 2012

NUMBER OF EMPLOYEES: 48

OFFICE LOCATIONS:

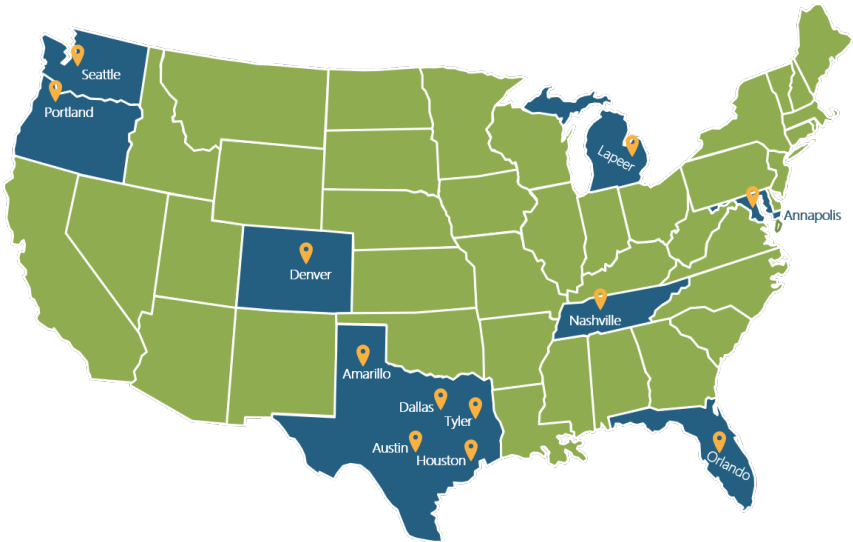
Amarillo, TX	Annapolis, MD
Austin, TX	Dallas, TX
Denver, CO	Lapeer, MI
Orlando, FL	Portland, OR
Nashville, TN	Seattle, WA

LIST OF PRINCIPALS:

Max Bernt	Mike Lane
Scott Burnham	Joseph Mancinelli
Edward Donahue	Grant Rabon
Chris Ekrut	Allison Trulock
Matthew Garrett	Dave Yanke
Tony Georgis	

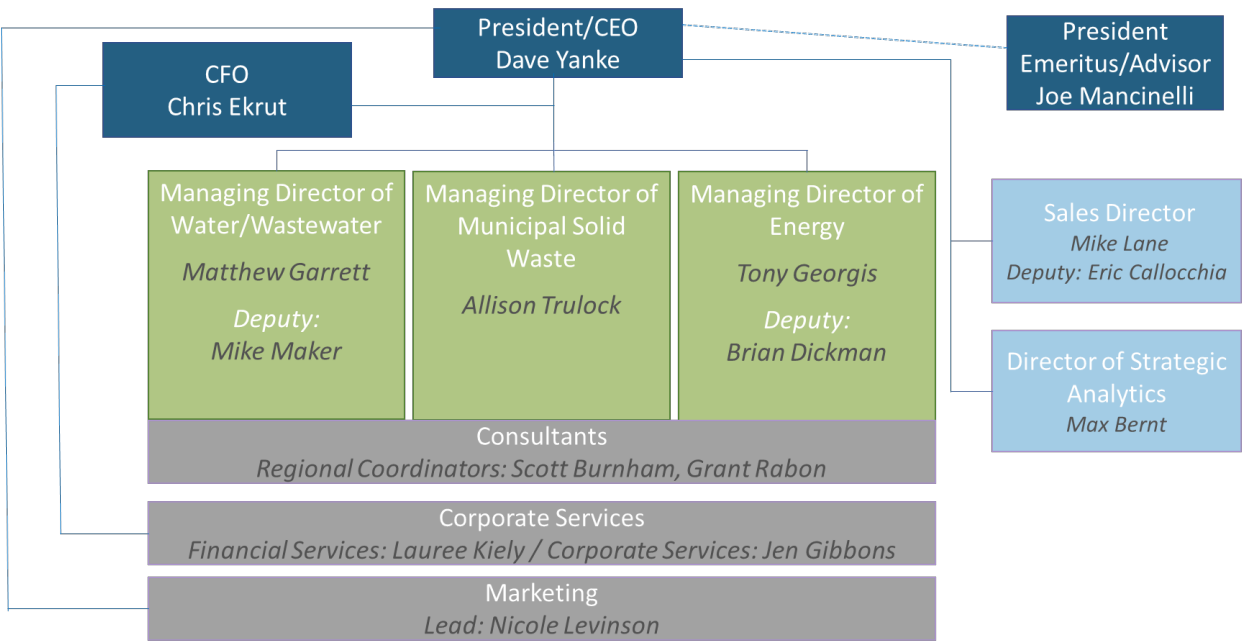
NewGen’s recent merger with the nationally recognized management consulting firm of Municipal & Financial Services Group (MFSG) added a team focused on assisting clients with meeting the financial and management needs of public sector infrastructure (especially in environmentally related areas such as water, wastewater, stormwater, and solid waste) and in the efficient delivery of public sector services. MFSG has been a key player in shaping the industry with staff authoring and co-authoring many industry standard books regarding utility rate setting, finance, and accounting.

NewGen has experienced significant growth since our inception in 2012, driven by our market-leading expertise in helping public utilities and dedication to our clients. Today, NewGen employs a staff of over 45 professionals in 12 cities across the country. The Dallas, Texas office will have full responsibility for managing this study.

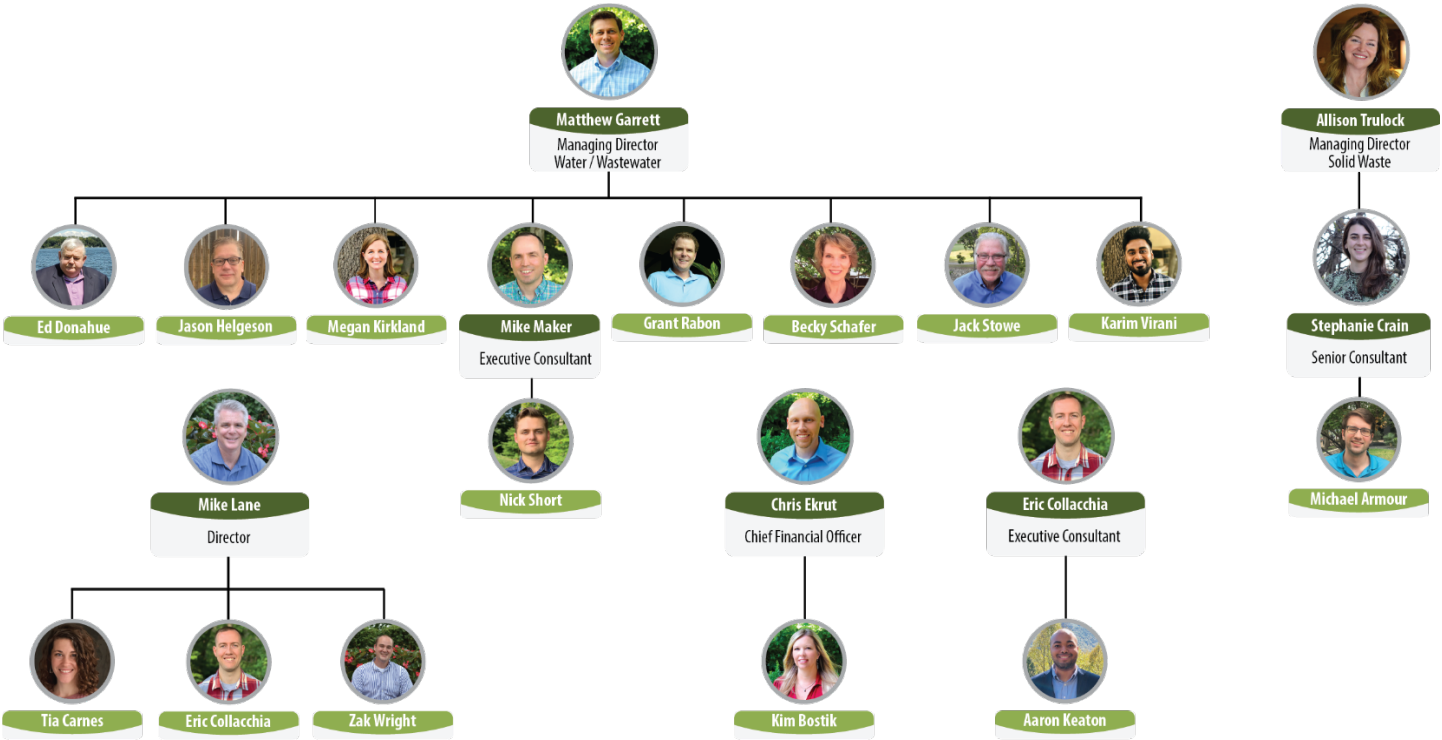


CITY OF GEORGETOWN, TEXAS
WATER RATE STUDY
RFP No. 202166

NewGen’s general organization structure is outlined in the chart below.



The reporting structure for the company’s Environmental Practice is as follows.



TAB B. PROJECT EXPERIENCE AND QUALIFICATIONS

NewGen provides financial, cost of service (COS), rate design, fee studies, cost allocation development, valuation, strategy, expert witness, stakeholder, and sustainability consulting services to a variety of clients including municipalities, counties, water supply corporations, irrigation districts, councils of government, regional planning agencies, state agencies and commissions, state and federal district courts, and federal utility agencies. Our expertise includes litigation support in state and federal regulatory proceedings, utility business and financial planning, and sustainability strategy for water, wastewater, solid waste, electric, and natural gas utilities.

The following table highlights many of the services provided by members of the NewGen team to public utility clients across the country.

Financial and Economic	Strategic and Advisory	Sustainability
<ul style="list-style-type: none">Cost of Service StudiesCost Allocation StudiesFinancial Modeling and PlanningLitigation and Regulatory SupportValuation and AppraisalsUser Fee StudiesFeasibility AnalysesDepreciation, Due DiligenceResource Planning	<ul style="list-style-type: none">Procurement AssistanceStrategic PlanningContract NegotiationsMarket ResearchOrganizational PerformanceRate StrategyUtility for the 21st CenturyStakeholder OutreachMaster Planning	<ul style="list-style-type: none">RecyclingSustainability StrategyRenewablesSustainability ReportingTriple Bottom Line PerformanceWaste ResourcesCommunity Solar Program EvaluationPower SupplyOperations Reviews

It is not only the years of professional and consulting experience which differentiate NewGen for this project, but also our reputation for providing quality consulting services that meet the goals and objectives of our clients, while withstanding the scrutiny of regulatory and judicial bodies.

Our projects often involve expert modeling and analysis of the client’s rates, revenues, funds, capital and operating expenditures, debt commitments, miscellaneous charges, non-rate fees, and other financial data. In these instances, we will employ advanced financial modeling techniques and graphical interfaces, to develop sophisticated and flexible financial models to guide the client through operating and financial scenarios, while evaluating the impact of policy assumptions and reserve and capital financing alternatives.

What Differentiates NewGen from Other Respondents

NewGen was selected and completed the 2020 Cost of Service Rate Study for the City of Georgetown. This continuity between rate studies allows NewGen to more quickly execute the Study for the City this fiscal year given our familiarity with the utility billing information, customer class data availability and financial objectives. Add to this that NewGen is working with the Electric Utility and a current impact fee study and it is clear NewGen is best positioned to support the City with minimal staff time translating City needs.

Our Project Team Leader has real world experience in municipal finance. Our chosen Project Manager is a former municipal Finance Director, enabling our Project Team to better understand the unique intricacies of municipal financial planning and the varying impacts of development for a broad range of departments and funds within municipal and county budgeting. Mr. Garrett has over 18 years’ experience

CITY OF GEORGETOWN, TEXAS
WATER RATE STUDY
RFP No. 202166

including oversight of Finance, IT, HR, and Customer Service. In his current and each of his previous roles, he has assisted public entities in planning and maximizing the effectiveness through financial best practices. Moreover, Mr. Garrett has worked closely and successfully with a number of communities on a wide range of projects throughout his consulting career.

NewGen also maintains a strong and active presence before the State of Texas' regulatory authorities as well as the court system and is routinely requested to provide expert opinions on rate and fee matters by legal counsels. For NewGen to maintain its reputation and presence within this environment, our product must be of such quality to withstand intense scrutiny. The product(s) developed by NewGen for this engagement will withstand such scrutiny.

Projects Similar in Size and Scope

The professionals at NewGen have worked hard over the years to attract and maintain a diversified staff of professionals with exceptional skills, dedication, and talent. We have built our reputation by providing clients with solutions that are based on sound principles, economic feasibility, and innovative thinking without losing sight of budget and schedule considerations and constraints. We are proud of the long-standing relationships that we have developed with our clients.

For most of our clients, we are routinely engaged to perform multiple studies or provide additional services. This is an indication of our client's satisfaction with our work product, as well as the trust and confidence placed in our capabilities, approaches, recommendations, and solutions.

Below is a small sample of projects that were completed by various members of the proposed Project Team. Contact information for references for these projects can be found in Tab E. References.

CITY OF WACO, TEXAS
Water and Wastewater Rate Consulting Services



Members of NewGen have been providing consulting services to the City of Waco (Waco) since 2002. Services have included assisting Waco in regaining control of wastewater treatment operations from Brazos River Authority and establishing a regional wastewater authority in McLennan County, as well as developing and negotiating wholesale water contracts with several entities in McLennan County. In 2003, members of the NewGen Project Team conducted a retail and wholesale water and wastewater rate study. In 2010, we were retained to update the 2003 retail and wholesale water and wastewater rate study and convert its Microsoft Access rate model into Microsoft Excel. As part of the update, the Project Team modified Waco's inclining block rate structure to remove volumes included in the monthly minimum charges. Members of NewGen have also been requested to perform periodic reviews of Waco's rates and, in 2011, conducted a reclaimed water cost of service study for the city.

In 2014, NewGen assisted Waco in quantifying and assessing the impact of its water and wastewater master plans. Based on current estimates, Waco needs to spend approximately \$285 million on its water and \$244 million on its wastewater systems over the next 30 years. NewGen evaluated the anticipated capital funding mechanisms associated with the investment and estimated the 30-year rate impact to customers. NewGen also evaluated the planned funding on the utility's long-term financial metric including debt service coverage ratios and debt to equity position. The results were presented to City Council and a five-year rate plan was recommended for consideration as part of on-going budget deliberations. The recommended rate plan was adopted and is continuing to be implemented by Waco,

CITY OF GEORGETOWN, TEXAS
WATER RATE STUDY
RFP No. 202166

with annual reviews performed by NewGen to ensure Waco remains on track with its funding goals and objectives.

In 2019, our Project Team was again retained to update the 2014 analysis and to examine long-term rate design changes which will assist in ensuring further long-term financial sustainability while recognizing the unique affordability demands within the Waco Metropolitan Statistical Area. As a testament to Waco's satisfaction with NewGen, the City has active engagements with our team in multiple areas in addition to Water and Wastewater. This includes projects related to solid waste and a storm water utility implementation.

CITY OF AUSTIN, TEXAS
Residential Rate Advocate in Austin Water Rate Review



In 2016, members of NewGen were retained by the City of Austin (Austin) to serve as the residential rate advocate for Austin Water's water, reclaimed water, and wastewater cost of service and rate design study. NewGen was tasked with representing the interests of the residential customer class in the process, much like the Texas Office of Public Utility Counsel often does for regulated rate cases. NewGen's role involved participating in a stakeholder engagement process, including a series of public meetings Austin Water held with a Public Involvement Committee for retail customers (as well as a separate group for wholesale customers). NewGen also held a series of independent meetings with residential customer groups around Austin to explain the process and solicit feedback on important policy issues from residents. NewGen also reviewed and critiqued Austin Water's prior comprehensive rate review, completed in 2009, as well as the proposed rate analysis to opine on the validity of the methodologies employed therein. Finally, given that any rates proposed by Austin Water could be reviewed by the Public Utility Commission of Texas, NewGen provided invaluable input on acceptable practices based on our extensive prior work in this venue to assist Austin Water in arriving at defensible results. Throughout the process, NewGen utilized its broad experience to provide comments and guidance on the study to ensure the interests of the residential customer class were fairly represented. In 2021, NewGen has been engaged to assist in a review of financial policy revisions and impacts to the residential rate class.

CITY OF GARLAND, TEXAS
Retail Water and Wholesale and Retail Wastewater Rate Study



In 2013, NewGen (as J. Stowe & Co.) was engaged by the City of Garland, Texas (Garland) to assist in conducting a water rate study for Garland's retail customers and a wholesale and retail rate study for Garland's wastewater customers. For the previous several years, Garland had relied on outside consultants for most of their required rate analysis. With this study, Garland desired to bring rate analysis back in-house and, to that end, requested that the NewGen project team develop Microsoft Excel-based rate models for use by Garland staff. The rate models allow Garland staff to easily update the required financial and customer usage information within the models and to run what-if scenarios regarding the long-term funding and execution of capital projects.

Coupled with the rate study and rate model development, Garland also requested NewGen's assistance in developing a new uniform wholesale wastewater contract. Garland provided wholesale wastewater

CITY OF GEORGETOWN, TEXAS
WATER RATE STUDY
RFP No. 202166

service to several entities under a variety of contract terms and conditions. These varying contracts made it difficult for Garland staff to manage service to wholesale wastewater customers and created a significant administrative burden in calculating wholesale wastewater rates. It was anticipated that after approval by Garland's legal department, Garland would phase-in the new uniform contract where possible, simplifying contract administration and allowing Garland greater control and flexibility in establishing wholesale wastewater rates.

Annually beginning in 2015, Garland has contracted with NewGen for Open Services in which services were provided on an as-needed basis. The NewGen project team assisted in the update of the retail water and wholesale and retail wastewater models, as necessary. In 2018 the project team refreshed the models originally built in 2013 adding new functionality and enhancing existing features based on the use of the models by Garland.

In 2019 NewGen was retained by Garland to conduct a one-year retail water and wastewater cost of service study. Additionally, the City Council requested a thorough understanding of the entire process of cost of service and rate design which required multiple presentations at each step along the way. The NewGen project team appeared before City Council to explain the cost of service process in its entirety, present the revenue requirement, present the cost of service results, and finally, to deliver rate recommendations based on City Council goals and objectives. The cost of service rates recommended were designed to equitably allocate the revenue needed by the utility to the various customer classes of service based on the use of the utility system. Ultimately the City Council determined the proposed rates adhered to Garland's policies and guidelines and met the objectives of the utility and affordability needs within the community. NewGen continues to support the City as needed.

CITY OF LUBBOCK, TEXAS
Water and Wastewater Cost of Service and Rate Structure Evaluation



In 2016, NewGen was engaged by the City of Lubbock, Texas (Lubbock) to assist in conducting a water and wastewater cost of service and rate structure study for the city. The project was broken into three primary tasks: a Five-Year Financial Plan and Revenue Requirement, a Cost of Service Analysis, and a Rate Structure Evaluation.

Prior to this study, Lubbock had not undertaken a complete rate analysis for over 10 years. In the prior study conducted, Lubbock implemented a tiered, inclining rate structure with dynamic rate blocks based on a customer's average winter consumption. Based on feedback from Lubbock, this system is overly complex and difficult to administer, as well as difficult for customers to understand.

Lubbock has three (3) major supply sources and three (3) water treatment plants. Therefore, the Project Team listed all six (6) as different functional cost categories for the water utility to ensure customers were only assigned costs based on their use of these resources and to reflect specific wholesale customer contractual provisions. Discussions with Lubbock staff, water supply contracts, and customer data all helped to identify the associated revenue requirement with providing supply and treatment service. The Project Team grouped Lubbock's provided services for water into a total of 13 functional cost categories. Lubbock's wastewater treatment plant's permitted capacity is 31.5 million gallons per day. The Project Team has evaluated wastewater functionalization needs and considered ten (10) wastewater cost categories.

CITY OF GEORGETOWN, TEXAS
WATER RATE STUDY
RFP No. 202166

The major rate design challenges in Lubbock were to identify and evaluate the appropriateness of any subsidies in customer classes based on the cost of service results and smoothly transitioning to a preferred rate design. Specifically, Lubbock has a highly individualized rate structure called Average Winter Consumption (AWC) Block Structure, which can be difficult to understand, and administration adds complexity. Moving Lubbock to a class-level, static inclining block-rate structure was reviewed with Lubbock's Advisory Committee to create a more consistent revenue stream, while also employing a phased implementation to reduce rate shock.

Due to changes in Lubbock leadership and amendments to their utility billing software, Lubbock took a phased approach to implementing the rate design changes. In January 2018, Lubbock implemented a static inclining block rate structure for Residential customers. In October 2018, Lubbock continued its evaluation of changes to Commercial and Irrigation rate structures, with a potential goal of implementing these new rate design structures when changes to Lubbock's utility billing system are complete.

CITY OF ODESSA, TEXAS

Wholesale and Retail Water and Wastewater Cost of Service Rate Study



In the Spring of 2019, the City of Odessa (Odessa) engaged NewGen to conduct a comprehensive utility rate study including wholesale and retail water and wastewater operations. NewGen, as a subcontractor to Kimley-Horn, had just completed a long-term financial pro forma for Odessa to accompany its Water and Wastewater Masterplans. Odessa also requested that NewGen establish a five-year financial forecast to help evaluate the cost of service, financial policies, and rate sufficiency.

Paramount to our engagement was the setting of cost of service rates for Ector County Utility District (ECUD), which as of the study received pressurized distribution level service under a wholesale contract, and one other potential wholesale customer. The analysis conducted by NewGen had to conform to potentially changing terms of a new contract as ECUD planned to begin providing its own transmission, storage, distribution, and billing. Key areas considered include the proximity to the water treatment plant, multiple pressure planes, long term water demands and a plan to transition service level from full service to only providing water to ECUD's take point.

Changes to the wholesale customers could lead to increased revenue requirements for Odessa's retail customers. That said, Odessa has seen a significant revenue stream from reuse water sales to support oil field operations that may more than offset the revenue loss from wholesale water. NewGen will complete a cost of service in 2021 for retail customers, reflecting the agreed upon wholesale terms.

We have included a brief description of several of these projects, along with client contact information, in **Tab E. References**. These projects were completed by various members of the proposed Project Team.

CITY OF GEORGETOWN, TEXAS
WATER RATE STUDY
RFP No. 202166

Proposed Project Team

Our project philosophy involves listening to and understanding the needs of the City while bringing our expertise to each project. Throughout this entire effort, the Project Team will coordinate and work closely with appropriate City staff. City staff and key Project Team member engagement will play a central role in the process – from the initial kickoff meeting through the duration of the project, we will listen to your issues and needs, receive, and synthesize feedback, share our expertise and experiences, and jointly strategize solutions that best meet the objectives.

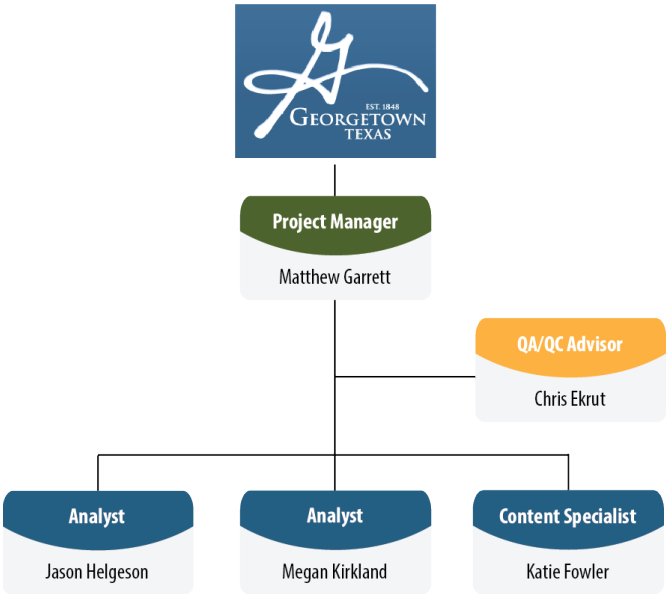
Qualifications and Experience of the Proposed Project Team

Recognized Expertise – Services provided by our firm range from complex economic and financial analysis to the provision of expert testimony and/or litigation support in contested administrative and civil proceedings before regulatory agencies, and state and federal courts. Our firm prides itself in our reputation as experts and we strive to ensure that every client receives this unparalleled level of service.

Experience with the City of Georgetown – Members of NewGen’s Project Team have recent experience working with the City and its operations. Mr. Garrett and Ms. Kirkland worked with the City on a Rate Design study in 2018 and 2020 for the water utilities. In addition, Mr. Garrett and Ms. Kirkland worked on a 2020 impact fee study engagement as part of the Kimley-Horn team.

The qualifications of key personnel are briefly presented on the following pages, followed by full resumes of the Project Team.

Organization and Members of the Proposed Project Team



Matthew Garrett, Managing Director**PROJECT ROLE:** Project Manager | **LOCATION:** Dallas, TX | **PHONE:** (972) 675-7699 | **EMAIL:** mgarrett@newgenstrategies.net

Mr. Matthew Garrett, MBA, CGFO, CPM, an Owner and Managing Director of the Water and Wastewater practice within NewGen, will serve as Project Manager for this engagement. Mr. Garrett joined NewGen in October 2013. Prior to joining NewGen, he served as the Finance Director for Prosper, Texas for over five years. In that capacity, Matthew oversaw not only the Budget and Accounting functions, but also managed Human Resources, Utility Billing, and outsourced Information Technology contracts.

During his time at NewGen, Matthew has provided a variety of client services including, but not limited to, wholesale and retail cost of service and rate design studies, general fund user fee studies, impact fee credit calculations, strategic utility services planning, economic feasibility studies, valuations, transportation fee design, utility billing system audits, process mapping of operations, stormwater fee models, franchise fee audits, CCN valuations, and litigation support.

Chris Ekrut, Chief Financial Officer**PROJECT ROLE:** QA/QC Advisor | **LOCATION:** Dallas, TX | **PHONE:** (972) 232-2234 | **EMAIL:** cekrut@newgenstrategies.net

Mr. Chris Ekrut, an Owner and Chief Financial Officer for NewGen, will serve as QA/QC Advisor for this engagement. Mr. Ekrut has been providing consulting services since 2004, with the majority of his client-related projects focused on the pricing of services and developing rates and fees for utility systems.

Mr. Ekrut is a recognized expert witness, having filed testimony regarding cost of service and rate design, as well as providing litigation support and regulatory filing assistance before rate regulatory agencies. He has conducted a significant number of wholesale and retail water and wastewater rate studies, developed water, wastewater, and stormwater rate and fee models, and assisted in negotiations and/or litigation involving a number of wholesale water or wastewater contracts. He also serves as an instructor for the national “Fundamentals of Water Cost of Service and Rate Design” class sponsored by EUCI.

Jason Helgeson, Senior Consultant**PROJECT ROLE:** Analyst | **LOCATION:** Dallas, TX | **PHONE:** (972) 528-7158 | **EMAIL:** jhelgeson@newgenstrategies.net

Mr. Jason Helgeson is a Senior Consultant at NewGen, focusing on data extraction, transformation, interpretation, and analysis. Mr. Helgeson is an experienced business analyst, specializing in requirements gathering, user stories, and SQL. He excels at documenting current and proposed systems and collaborating with both business and technical resources. Mr. Helgeson holds a Master of Business Administration from the University of Iowa.

CITY OF GEORGETOWN, TEXAS
WATER RATE STUDY
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Megan Kirkland, Consultant

PROJECT ROLE: Analyst | **LOCATION:** Houston, TX | **PHONE:** (972) 432-6218 | **EMAIL:** mkirkland@newgenstrategies.net



Ms. Megan Kirkland joined NewGen in May 2018 as a Staff Consultant and provides analytical support and assistance with industry and project research. She graduated from Texas A&M with a Petroleum Engineering degree with a minor in Business Administration.

Katie Fowler, Executive Coordinator

PROJECT ROLE: Content Specialist | **LOCATION:** Salt Lake City, UT | **PHONE:** (972) 680-2000 | **EMAIL:** kfowler@newgenstrategies.net



Ms. Katie Fowler joined NewGen in 2020 as an Executive Coordinator, providing support to the Environmental and Energy practices. Ms. Fowler brings over 14 years of marketing and administrative support across a variety of industries to NewGen, including consulting, manufacturing, and finance. Ms. Fowler earned her bachelor's degree in Business Administration from California State University, Northridge.



Matthew Garrett

Managing Director – Water and Wastewater Practice
mgarrett@newgenstrategies.net

Mr. Matthew Garrett, MBA, CGFO, CPM, leads a variety of cost of service and rate design studies for engagements with water, wastewater, natural gas, and storm water utilities. He has over sixteen years of experience working with the public sector and his diverse experience enhances each project with his pragmatic management perspectives. In addition to cost of service studies, he has managed or assisted on projects focused on impact fees, valuation, feasibility analyses, process improvement, public engagement, and litigation support.

EDUCATION

- Master of Business Administration, University of Texas at Dallas
- Bachelor of Business Administration in Management, Texas A&M University

PROFESSIONAL REGISTRATIONS / CERTIFICATIONS

- Certified Government Finance Officer (CGFO #269), GFOAT
- Texas Certified Public Manager (CPM), Texas State University

PROFESSIONAL AFFILIATIONS

- Texas City Managers Association (TCMA), Member, Serves on Advocacy Committee
- Government Finance Officers Association of Texas (GFOAT), Member, Serves on Ethics Committee
- Government Finance Officers Association (GFOA), Member
- International City/County Management Association (ICMA), Member

KEY EXPERTISE

- | | |
|--|------------------------------------|
| ▪ Long-range Strategic and Financial Business Planning | ▪ Valuation and Litigation Support |
| ▪ Stakeholder Education and Engagement | ▪ General Government Management |
| ▪ Cost of Service and Rate Design | ▪ Priority-based Budgeting |

RELEVANT EXPERIENCE

Cost of Service and Rate Design - Water, Wastewater, and Natural Gas

Mr. Garrett leads and assists with financial evaluations for water, wastewater and natural gas utilities to safeguard their financial integrity through comprehensive cost of service analyses including wholesale services. Rates developed as a result of these engagements may equitably recover the full cost of service, including special consideration for affordability and best practice rate structures, or provide recommended rates in line with other prevailing rate-setting priorities of the governing body. He has assisted clients in the development of appropriate rates and outlining proposed terms and conditions of a potential run-of-the-river raw water lease of its permitted, but unused water rights, and reviewed wholesale cost of service and proposed rates studies. Mr. Garrett has participated in water, wastewater and/or natural gas cost of service and rate design studies for the following entities:

- | | |
|-------------------------|--------------------------|
| ▪ City of Austin, Texas | ▪ City of Lubbock, Texas |
|-------------------------|--------------------------|

Matthew Garrett

Managing Director – Water and Wastewater Practice

- Town of Argyle, Texas
- City of Conroe, Texas
- City of Fate, Texas
- City of Forney, Texas
- City of Heath, Texas
- City of Hutto, Texas
- Lake Cities Municipal Utility Authority, Texas
- City of Lancaster, Texas
- City of Liberty Hill, Texas
- City of Nacogdoches, Texas
- City of Red Oak, Texas
- City of Roanoke, Texas
- City of Rockport, Texas
- Trophy Club Municipal Utility District, Texas
- City of Victoria, Texas
- City of Waco, Texas
- West Wise Special Utility District, Texas
- City of Wylie, Texas

Impact Fee Analysis

Mr. Garrett has led or assisted in impact fee analysis to assist communities in setting the most appropriate fee amounts using a more comprehensive credit calculation. The maximum fee determination method employed is developed through a financial based model, which fully recognizes the requirements of Texas Local Government Code Chapter 395, including the recognition of cash and/or debt financing, interest earnings, fund balances, and applicable credits associated with the use of ad valorem taxes or utility revenues. His clients include:

- Argyle Water Supply Corporation, Texas
- City of Austin, Texas
- City of Burnet, Texas
- City of College Station, Texas
- City of Denton, Texas
- City of Flower Mound, Texas
- City of Fort Worth, Texas
- City of Galveston, Texas
- City of Garland, Texas
- City of Mesquite, Texas
- Nueces County WCID #4, Texas
- City of Willow Park, Texas

Valuation

Mr. Garrett assists clients with review and analysis of financial data and valuation to support appropriate compensation, acquisitions, and sales of assets or systems. He has determined appropriate compensation for the acquisition of a service area within a city’s corporate limits, determined the fair value for a prospective acquisition of service area, assisted a coalition of cities with review of cable franchise fees for appropriateness and to identify any additional revenues due to the cities, assisted a utility district with the analysis of a city’s offer to purchase the utility district, and assisted a utility with the sale, transfer, and merger filing with the state public utility commission. His clients include:

- Coalition of Cities, Texas Franchise Fee Review
- Double Diamond Utilities, Texas
- City of Heath, Texas
- Mustang SUD, Texas (6 PUC Dockets)
- Trophy Club Municipal Utility District No. 1, Texas
- City of Waco, Texas

Matthew Garrett

Managing Director – Water and Wastewater Practice

Economic Analysis

Mr. Garrett has provided economic impact analysis of a proposed reservoir based on a 45-year planning horizon and examined the projected economic impact of interbasin transfers of large volumes of raw water from less populated areas to more densely populated and growing communities. His economic analysis clients include:

- North Texas Municipal Water District, Texas
- Sabine River Authority, Texas

Litigation Support

Mr. Garrett has provided litigation support to clients by assisting with conveyance of assets, the renewal of long-term raw water supply contracts, and decertified area valuations. His litigation support clients include:

- Sabine River Authority, Texas
- Mustang Special Utility District, Texas

General Fund and Other Utility Special Projects

Mr. Garrett has assisted in analysis of General Fund and other utility special projects. Projects have included evaluation of a transportation utility fee, ambulance cost and fee review, data analysis, purchasing and work order process mapping, 10-year historical general fund expense and revenue Council presentation, indirect cost allocations, CCN amendment and PUC rate applications, TWDB SWIFT funding application, Tax proposition public education, Multi-year billing system audit, and Masterplan financial assessment. His clients include:

- City of Bonham, Texas
- City of Burk Burnett, Texas
- City of Denton, Texas
- Double Diamond Utilities, Texas
- City of Forney, Texas
- City of Killeen, Texas
- Lake Cities Municipal Utility Authority, Texas
- San Jacinto River Authority, Texas
- City of Pittsburgh, Pennsylvania
- City of Roanoke, Texas
- City of Terrell, Texas
- U.S. Army
- City of Waco, Texas
- City of Wylie, Texas
- West Wise Special Utility District, Texas

EXPERIENCE PRIOR TO NEWGEN

Town of Prosper, Texas – Finance Director

Directed all aspects of the Town finances including budget preparation and monitoring, financial reporting, creating fiscal transparency, debt issuance, purchasing, payroll administration, utility billing, collections and cash management. Acted as investment officer for the Town and chairman of the Town Council Finance Committee. Forecast future revenues and funds needed for appropriations. Coordinated with the Prosper Economic Development Corporation on various tax abatement/incentive offerings. Assisted Town department heads with IT solutions including efficient system utilization, application software and related hardware. Directed Human Resources function.

Collin County, Texas – Senior Financial Analyst

Responsible for budget preparation and review of twenty-two (22) departments with combined expenditure budgets totaling seventy-two (\$72) million dollars. Introduce and apply performance-based-budgeting techniques. Meet with

Matthew Garrett
Managing Director – Water and Wastewater Practice

Department Heads and Elected Officials to discuss operational challenges and opportunities within their programs. Provide scheduled and ad hoc analysis. Coordinate the Growth and Vision Task Force. Monitor legislation.

Collin County, Texas – Human Resources Supervisor

Manage Pay for Performance program for approximately 1,500 employee organization. Plan project schedules and implement communications strategy. Help management set organizational metrics and individual objectives. Build relationships with line management. Deploy new HR solutions, such as performance-based pay and web-based timesheets. Automate and reengineer payroll and HR functions. Audit payroll system. Act as liaison between HR and IT on joint projects.

WORKSHOPS AND PRESENTATIONS

Mr. Garrett has given presentations and participated in workshops to municipal government organizations. These activities have focused on municipal priority-based budgeting and utility ratemaking. Host organizations and the topics Mr. Garrett presented are displayed below.

Government Finance Officer Association of Texas

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|--|---|
| ■ <i>Ante Up: Rational Budget Reductions When You Are Short on Chips</i>
Spring 2009 | ■ <i>When in Drought! Utility Rate Making Part 2 – Rate Structure and Design</i>
Spring 2014 |
| ■ <i>When in Drought! Utility Rate Making Part 1 – Revenue Requirements and Cost of Service</i>
Spring 2014 | ■ <i>Utility Rate Making & Customer Service Two-Day Pre-Conference</i>
Spring 2015 |

North Central Texas Council of Governments

- | | |
|---|---|
| ■ <i>New and Emerging City Managers - Utility Management and Revenue Considerations</i>
2014, 2016 | ■ <i>New and Emerging Finance Directors Utility Management and Revenue Considerations</i>
2015, 2016, 2017 |
|---|---|



Chris D. Ekrut
 Chief Financial Officer
 cekrut@newgenstrategies.net

Mr. Chris Ekrut currently serves as Chief Financial Officer for NewGen Strategies and Solutions as well as a Director in the Firm's Environmental Practice. Mr. Ekrut has been providing consulting services since 2004, with the majority of his client-related projects focused on the pricing of services and developing rates and fees for utility systems.

Mr. Ekrut is a recognized expert witness, having filed testimony regarding cost of service and rate design, as well as providing litigation support and regulatory filing assistance before rate regulatory agencies. He has conducted a significant number of wholesale and retail water and wastewater rate studies, developed water, wastewater, and stormwater rate and fee models, and assisted in negotiations and/or litigation involving a number of wholesale water or wastewater contracts. He also serves as an instructor for the national "Fundamentals of Water Cost of Service and Rate Design" class sponsored by EUCI.

His previous experience includes time with R.W. Beck, Inc. as a staff consultant and with J. Stowe & Co. (now NewGen) as a senior consultant and manager.

EDUCATION

- Master of Public Administration, University of North Texas
- Bachelor of Arts in Public Administration, West Texas A&M University

EXPERIENCE

During his career, Mr. Ekrut has assisted in conducting a variety of engagements for water, wastewater, drainage, solid waste, electric, and natural gas utilities. A sampling of Mr. Ekrut's experience is included below. Clients marked with an asterisk indicate multiple projects were performed for that client within that category of service.

Utility Business Plans

- City of Blue Mound, Texas
- Town of Prosper, Texas
- City of Gainesville, Texas

Operations and Management Reviews

- Lower Colorado River Authority's Water and Wastewater Service Unit
- Brownsville Public Utilities Board

System Valuations

- City of Blue Mound, Texas
- City of Tyler, Texas
- City of Oak Point, Texas
- Mustang Special Utility District
- City of Southmayd, Texas
- Town of Lakeside, Texas

Indirect Cost Allocation Studies

- City of Brenham, Texas
- City of Terrell, Texas *
- North Texas Municipal Water District *

Chris D. Ekrut

Chief Financial Officer

Wholesale and/or Retail Water, Reclaimed Water, Wastewater, and Drainage Cost of Service and Rate Design Studies

- Town of Addison, Texas
- City of Aledo, Texas *
- Town of Argyle, Texas
- City of Amarillo, Texas
- City of Bastrop, Texas *
- City of Bellaire, Texas
- City of Blue Mound, Texas *
- City of Bonham, Texas *
- City of Brenham, Texas *
- City of Burkburnett, Texas *
- City of Burnet, Texas *
- Canyon Regional Water Authority *
- City of Cedar Park, Texas
- City of Celina, Texas
- City of Cisco, Texas
- City of Coleman, Texas
- City of Colleyville, Texas
- Double Diamond Utilities Co. *
- City of Eunice, New Mexico
- City of Farmersville, Texas *
- City of Forest Hill, Texas *
- City of Forney, Texas
- City of Gainesville, Texas *
- City of Gatesville, Texas *
- City of Garland, Texas *
- City of Glenn Heights, Texas *
- City of Graham, Texas
- City of Grapevine, Texas *
- City of Irving, Texas
- City of Jacksonville, Texas
- Johnson County Special Utility District *
- City of Justin, Texas
- City of Killeen, Texas *
- Town of Lakeside, Texas *
- City of Lancaster, Texas *
- City of League City, Texas
- City of Lewisville, Texas *
- City of Liberty Hill, Texas
- City of Lubbock, Texas
- City of McGregor, Texas *
- City of Mabank, Texas
- City of Mansfield, Texas *
- Marilee Special Utility District *
- City of Mexia, Texas
- City of Mineral Wells, Texas *
- City of Murphy, Texas
- Mustang Special Utility District
- MSEC Enterprises
- Navajo Tribal Utility Authority
- North Texas Municipal Water District
- Nueces County Water Control and Improvement District No. 3
- City of Odessa *
- City of Paris, Texas *
- Parker Special Utility District
- Pillan Income Asset Management
- Pittsburgh Water and Sewer Authority
- City of Portland, Texas
- Possum Kingdom Water Supply Corporation
- Town of Prosper, Texas *
- Quadvest
- Riverbend Water Resources District
- City of Roanoke, Texas *
- City of Sanger, Texas
- City of Seagoville, Texas *
- South Texas Water Authority *
- City of Stamford, Texas
- City of Terrell, Texas *
- City of Thornton, Colorado
- Trophy Club Municipal Utility District No. 1 *
- City of Tyler, Texas *
- City of Waco, Texas *
- City of Weatherford, Texas *
- West Wise Special Utility District
- City of Willow Park, Texas *
- City of Wolfforth, Texas *

Chris D. Ekrut
Chief Financial Officer

Service Area Valuations / Appraisals

- Aquilla Water Supply Corporation
- Double Diamond Utilities *
- Green Valley Special Utility District
- Guadalupe-Blanco River Authority
- Johnson County Special Utility District
- MSEC Enterprises
- Mustang Special Utility District *
- City of Tyler, Texas
- City of Waco, Texas
- Additional appraisals for private individuals

Feasibility Studies / Rate Impact of Engineering Recommendations / Peer Review

- Ector County Special Utility District
- City of Forney, Texas
- City of Garland, Texas *
- North Texas Municipal Water District
- McLennan County, Texas
- City of Odessa, Texas
- Town of Palm Beach, Florida (*Electric Study*)
- Upper Trinity Regional Water District
- City of Waco, Texas *

Litigation Support

Provided litigation support, directly or as a subcontractor, to the following entities.

- BASF Corporation
- Double Diamond Utilities *
- MSEC Enterprises
- North Texas Municipal Water District
- Office of Public Utility Counsel *
- Rock Creek Water Supply Corporation
- Texas RioGrande Legal Aid
- West Wise Special Utility District

Rulemaking Regulatory Support

Provided Expert Assistance to Office of Public Utility Counsel (OPUC) for the following PUC Rulemaking Projects.

- PUC Project No. 43871
- PUC Project No. 43876
- PUC Project No. 43967
- PUC Project No. 44462
- PUC Project No. 44706
- PUC Project No. 45111
- PUC Project No. 45113
- PUC Project No. 45118
- PUC Project No. 45758

General Fund Studies

- City of Arlington, Texas (Oil/Gas Well Emergency Fee)
- City of Bonham, Texas (Ambulance Service Fee, Street Maintenance Fee)
- City of Burkburnett, Texas (Planning and Development Fees)
- City of Killeen, Texas (Street Maintenance Fee)
- City of New Braunfels, Texas (Planning and Development / Community Service Fees)

Chris D. Ekrut

Chief Financial Officer

Solid Waste Experience

- Assisted in conducting a Municipal Solid Waste Operations Study for the City of Denton, Texas.
- Assisted in conducting an Alternative Feasibility Study for the City of Peoria, Arizona.
- Assisted Siemens Energy and Environmental Services in conducting a detailed Waste Shed Analysis of the DFW Metroplex in support of a new, environmentally friendly waste processing technology.
- Assisted in conducting a Mixed Recycling Facility (MRF) Study for the North Central Texas Council of Governments.

Electric Utility Experience

- | | |
|--------------------------|--------------------------|
| ▪ City of Austin, Texas | ▪ Garland Power & Light |
| ▪ City of Bastrop, Texas | ▪ City of Liberty, Texas |
| ▪ City of Brenham, Texas | ▪ City of Sanger, Texas |
| ▪ City of Burnet, Texas | |

Impact Fee / Capital Recovery Experience

Mr. Ekrut has assisted in the development of Water, Wastewater, and/or Roadway Impact Fees for the following clients.

- | | |
|----------------------------------|--|
| ▪ City of Bastrop, Texas * | ▪ City of Glenn Heights, Texas |
| ▪ City of Burnet, Texas * | ▪ City of League City, Texas |
| ▪ City of College Station, Texas | ▪ City of McKinney, Texas * |
| ▪ City of Denton, Texas * | ▪ City of Mesquite, Texas |
| ▪ City of Flower Mound, Texas * | ▪ Nueces County Water Control and Improvement District No. 4 |
| ▪ City of Frisco, Texas * | ▪ Parker County Special Utility District |
| ▪ City of Ft. Worth, Texas * | ▪ City of Willow Park, Texas |
| ▪ City of Galveston, Texas | |
| ▪ City of Garland, Texas | |

Franchise Fee Experience

- Assisted in conducting reviews of the franchise fee payments made by Charter Communications to the Cities of Rockwall and Denton, Texas.
- Assisted in conducting reviews of the franchise fee payments made by Oncor to a coalition of Cities within the State of Texas.
- Assisted in conducting franchise fee reviews of gas and electric providers in Fayette County, Kentucky.

Gas Utility Experience

- Assisted the City of Brenham, Texas in analyzing and amending their Gas Cost Adjustment Factor.
- Provided litigation support in Texas Railroad Commission Docket No. 9670 – Petition for De Novo Review of the Reduction of the Gas Utility Rates of ATMOS Energy Corp., Mid – Tex Division.

Publications and Presentations

- “Allocating the Costs of Population Growth in Wholesale Water Contracts,” Texas Water Law Conference, January 2007
- “Business Planning and its Benefits to Municipal Utilities,” American Water Works Association, Texas Section, 2008
- “Plan Your Work and Work Your Plan: The Benefits of Municipal Utility Business Planning,” Texas Town & City, October 2009
- “Strategies for Pricing Direct Water Reuse,” Texas Water Conservation Association, March 2013
- “Utility Management and Revenue Considerations,” New and Emerging City Manager Roundtable and New and Emerging Finance Director Roundtable; North Central Texas Council of Governments; 2014, 2015, 2016, 2017, and 2018
- “Texas Water Development Board Water Conversation Best Management Practices Model: Estimating Water Conservation Savings for New Annual Reporting Requirements,” Texas Water Conservation Association, March 2014
- “When in Drought! Utility Ratemaking 101,” Government Finance Officers Association of Texas, April 2014
- “Aledo, Texas – How a Small City Overcame a Capital Improvement Giant,” American Water Works Association, Utility Management Conference, January 2015
- “To the PUC . . . and Beyond!,” Government Finance Officers Association of Texas, Pre-Conference, November 2015
- “Getting a Good Opinion: The Importance of Financial Policies and the Impact on a Utility’s Credit Rating” American Water Works Association, Texas Section, April 2016
- “Legislative and Regulatory Update for Water and Wastewater Utilities,” Government Finance Officers Association of Texas, Panhandle Chapter, July 2016
- “That’ll Be the Day that Water Rates Change in Lubbock,” American Water Works Association, Texas Section, April 2018
- “Decimated by Data – Common Utility Billing Mistakes and the Impact on Water and Sewer Utilities,” American Water Works Association, Texas Section, April 2018
- “When, Water, Where, and Why – The Importance of Rate Studies in Utility Management,” American Water Works Association, Texas Section, April 2019



Jason Helgeson
 Senior Consultant
 jhelgeson@newgenstrategies.net

Mr. Jason Helgeson joined NewGen in 2020 as a Senior Consultant, focusing on data extraction, transformation, interpretation, and analysis. Mr. Helgeson is an experienced business analyst, specializing in requirements gathering, user stories, and SQL. He excels at documenting current and proposed systems and collaborating with both business and technical resources. Mr. Helgeson holds a Master of Business Administration from the University of Iowa.

EDUCATION

- Master of Business Administration (emphasis in IS) – University of Iowa
- Bachelor of Business Administration (MIS / C.S.) – University of Iowa

KEY TECHNICAL EXPERTISE

Languages

- | | | |
|----------------|--------|-------------------|
| ▪ C# | ▪ HTML | ▪ Visual Interdev |
| ▪ .Net | ▪ XML | ▪ VB Script |
| ▪ Visual Basic | ▪ ASP | |

Databases

- | | |
|-----------------|-------------|
| ▪ MS SQL-Server | ▪ Oracle |
| ▪ Sybase 11 | ▪ MS Access |

Additional Skills

- | | |
|--------------|--------------------------------|
| ▪ MRI | ▪ SQL Server Tools |
| ▪ J-Meter | - SSMS, SSRS, SSIS, TFS, |
| ▪ Salesforce | Pivotal, Crystal Reports, Robo |
| ▪ SAP | Help 95, ADW CASE Tool |

TRAINING

Training

- **Web Development:** ASP and VB Script; Building active web pages using Visual BASIC
- **Visual BASIC, Web Services, and Active X Com:** Microsoft Dynamics GP (ERP); Microsoft Tech Ed; Microsoft Dev Days; Mastering Visual BASIC
- **Other:** SFDC Training, Microsoft Exchange Conference

Jason Helgeson

Senior Consultant

RELEVANT EXPERIENCE

Experience Prior to NewGen

CBRE

During his time at CBRE, Mr. Helgeson performed the following services:

- Implemented and modified performance monitoring tools to aid in tracking and improving system performance and user experience.
- Added integration functionality to the current system with custom API development.
- Estimated annual project load and worked closely with business stakeholders and sponsors to develop technical strategy for product development.

Datalogic – Informatics, Inc.

- Analyst responsible for defining requirements and working with business partners to determine prioritization.
- SAP Administrator and data extraction specialist, guiding remote internal and external development resources.
- Moved company from legacy systems to SAP and Salesforce; created data migration plan and led migration efforts with responsibility for continued data management.

Tokara Solutions

- Performed data analysis and customized data model to accommodate new features.
- Customized clients' CRM solutions using the Pivotal CRM Software package.

1st Global, Inc.

- Led teams to produce enhanced functionality of sales force automation and business maintenance functions, including gathering intelligence about business partners' needs during requirements phase.
- Developed and configured Pivotal CRM package to meet custom business needs, including developing interfaces in Visual BASIC and C# to customize system functionality and integration with outside systems.
- Managed and worked on numerous application projects from inception through testing, implementation, and maintenance. Loaded a data warehouse for easy retrieval, set dimensions, and to create reports. Created SharePoint databases for project development tracking and issue logging.



Megan Kirkland
Staff Consultant
mkirkland@newgenstrategies.net

Megan Kirkland provides financial modeling, large data manipulation, and financial analysis for a variety of industries. She joined NewGen Strategies and Solutions, LLC as a Staff Consultant in 2018 shortly after attaining a Bachelor of Science in Petroleum Engineering with a Minor in Business Administration. Prior to joining the firm, Ms. Kirkland held positions as an accounting contractor at Robert Half and as a financial/accounting contractor at Freeway Properties.

EDUCATION

- Bachelor of Science in Petroleum Engineering – Texas A&M University

KEY EXPERTISE

- Financial Modeling
- Financial Analysis
- Data Mining
- Market Research

RELEVANT EXPERIENCE

Ms. Kirkland's clients include, but are not limited to, the following.

Cost of Service and Rate Design Studies – Electric, Water, and Wastewater

- City of Conroe, Texas
- City of Deer Park, Texas
- City of Fate, Texas
- City of Georgetown, Texas
- City of Killeen, Texas (Drainage)
- City of Lubbock, Texas
- City of Odessa, Texas
- City of Rockdale, Texas
- City of Rockport, Texas
- City of Seabrook, Texas
- Ector County Utilities District
- Lake Cities Municipal Utility Authority
- Mustang Special Utility District
- North Collins Special Utility District

Impact Fee Studies

- City of Austin, Texas
- City of Denton, Texas
- City of Frisco, Texas
- City of League City, Texas
- City of McKinney, Texas
- City of Magnolia, Texas

Cost Allocation Studies

- City of Brenham, Texas
- City of Frisco, Texas
- North Texas Municipal Water District

Megan Kirkland

Staff Consultant

Litigation Support

- Community Water Company
- Double Diamond Utilities, Texas
- MSEC Enterprises
- Office of Public Utility Council
- Texas RioGrande Legal Aid

Experience Prior to NewGen – Robert Half

During her time at Robert Half, Ms. Kirkland performed the following services:

- Reviewed payees and coding while preparing 1099s at an oil and gas company.
- Assisted in reviewing invoices and maintaining monthly employee expense reports.



Katie Fowler
Executive Coordinator
kfowler@newgenstrategies.net

Ms. Katie Fowler joined NewGen in 2020 as an Executive Coordinator, providing support to the Environmental and Energy practices. Ms. Fowler brings over 14 years of marketing and administrative support across a variety of industries to NewGen, including consulting, manufacturing, and finance. Ms. Fowler earned her bachelor's degree in Business Administration from California State University, Northridge.

EDUCATION

- Bachelor of Science in Business Administration – California State University, Northridge

KEY EXPERTISE

- Project implementation and management
- QA/QC
- Proposal management
- Copy writing, editing, and proofreading

RELEVANT EXPERIENCE PRIOR TO NEWGEN

Zenger Folkman

Ms. Fowler's time at Zenger Folkman included several roles. Beginning as a Senior Implementation Manager, she managed clients' leadership development initiatives from point of sale to completion, including several large-scale global rollouts involving hundreds of participants.

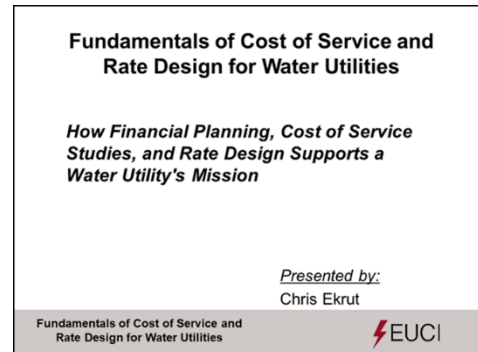
As Brand Manager, Ms. Fowler worked closely with the marketing and content solutions teams to ensure messaging and program deliverables were aligned with the company's QA/QC guidelines. Her knowledge of the programs offered by Zenger Folkman was instrumental in the creation of successful proposals and marketing initiatives. One such initiative included the creation of several micro-learning modules, presented as part of the company's webinar series, wherein attendees participated in self-assessments and received their results during the webinar itself. Ms. Fowler's role involved the creation of the module presentation and review of all deliverables.

In her role as Senior Marketing Project Manager, Ms. Fowler continued in the responsibilities of Brand Manager while adding coordination of assets and assignment of project tasks to her daily duties. She worked with and/or led cross-functional teams to consistently ensure deliverables were completed on time and to the highest quality. In addition, she introduced project management tools to the marketing and sales support teams to facilitate a cohesive understanding of workloads and to track project KPIs.

Training Experience

The NewGen Project Team is routinely called upon to provide training to utilities and other industry professionals related to water and wastewater ratemaking.

Mr. Ekrut currently serves as a co-instructor of the 12-hour EUCI class “Fundamentals of Cost of Service and Rate Design for Water Utilities.” Course topics include the importance of key financial metrics, the development of revenue requirements, the calculation of the customer class cost of service, and the development of rates which meet the governing bodies’ goals and objectives. This class is also certified by the International Association for Continuing Education and Training (IACET) and is offered as a certified continuing education class where recognized.



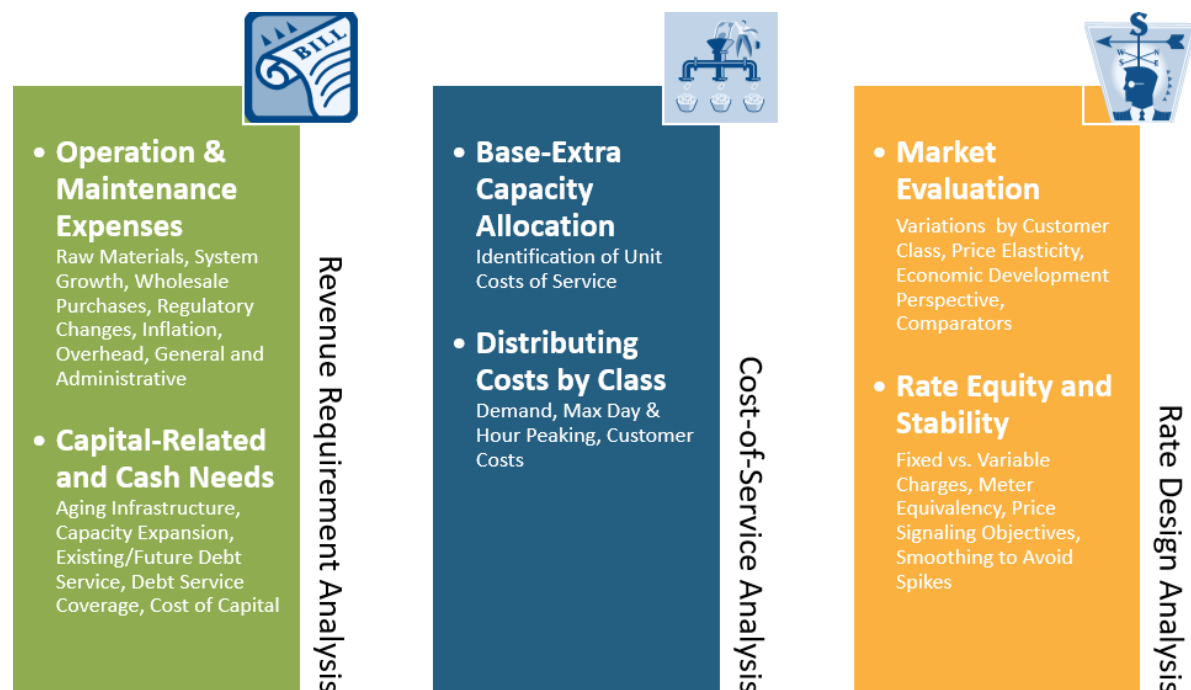
Additionally, Mr. Ekrut has recently joined the faculty of the National Association of Regulatory Commissioner’s (NARUC) Rate School. NARUC’s Rate School is an institution that has been in continuous operation for over forty (40) years. Rate School is an intensive, one-week comprehensive class teaching all manner of industry professionals about the fundamentals of utility rate-making, including allowing students to experience a hands-on mock utility rate case.

Mr. Garrett often leads less formal training through state and national Finance and Utility organizations. He also leads classes in partnership with regional councils of government and engineering firms. This includes Rate-Making 101 and Utility Management for water, wastewater, and stormwater utilities for New and Emerging City Managers as well as New and Emerging Finance Directors.

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TAB C. METHODOLOGY, TECHNICAL APPROACH, AND RESPONSIVENESS TO CITY'S ISSUES

To meet the City's goals and objectives for this project, we have developed the following Work Plan. NewGen will refine, customize, and finalize the work plan with the City upon notice to proceed and reflective of the City's schedule. NewGen approaches each rate study with a focus on three major rate study components as illustrated below. A thorough analysis and understanding of each component is crucial to a rate study and successful rate actions.



Specific to the City of Georgetown, NewGen knows from experience that a firm understanding and reconciliation of utility billing data should start as soon as possible. Additionally, we understand from the work last year that some information desired for rate decisions is not currently captured in the UMAX billing system such as volumes from the Blanchard contract, irrigation revenues, raw water and some water and wastewater customer class attributes. This groundwork is imperative to reliable consumption and revenue projections. Other key topics discussed at length with your City Manager's Office as well as the Water Utility Board and City Council included the minimum charge cost recovery targets and other guiding financial policies. Lastly, NewGen understands the new chart of accounts and potentially a historical crosswalk may need to be reflected in this effort.

In addition to our experience, it is NewGen's understanding from the RFP that the City is interested in the consultant performing the following:

A. Develop five-year financial plan for the water and wastewater departments

1. Forecasting revenues and expenses over the planning horizon
2. Identify cash flows and cash balances over the five-year period
3. Review and project debt coverage ratios
4. Identify and recommend a minimum cash reserve for each utility, and other financial policy/ordinance changes as needed
5. Incorporate the five-year capital improvement program into financial projection and cost of service study
6. Identify amount and timing of projected debt issuances
7. Develop a rate track identifying the annual changes required to meet each utility revenue requirements

B. Identify the cost to serve each type of customer by class and meter size

1. The cost of service study will be on a forecasted test year of 2020
2. Identify the customer (facilities) charges by meter or connection size for water and wastewater
 - i. Identify cost to serve irrigation customers
 - ii. Identify cost to serve high strength wastewater customers
 - iii. Identify cost to serve reuse customers
3. Review of commercial sewer variable rate (BOD/TSS)
4. Review commercial customer class and service types
5. Identify the cost-based volumetric charges
6. Identify cost to serve multi-family, practices, and make recommendations
7. Identify the differential cost of service for customers inside city limits and outside
8. Review and develop a fire flow rate
9. Review of hydrant meter fees, practices, and make recommendations
10. Impact analysis of standardizing low-income discount

C. Rate Design

1. Work with staff and the City Council in development of the rate design
2. Identify the potential impacts on customers resulting from changes in the rate design
3. Deliver a financial model for the City's future use

D. Impact Fee Fund Balance Review

1. Assist water and finance staff with a five-year look-back on reconciling water/wastewater utility impact fees. Provide workpapers and recommendations for the City to establish the current balance of impact fees and a tracking method for fee sources, fee uses, and earned interest going forward.

E. Presentations to staff and City Council

1. One kickoff meeting with staff
2. One draft result meeting with staff
3. One presentation of Cost of Service study results to Water Utility Advisory Board
4. One presentation of final proposed rates to Water Utility Advisory Board
5. One presentation of Cost of Service study results to City Council
6. Two presentations of final proposed rates to City Council (workshop and a Council meeting)

CITY OF GEORGETOWN, TEXAS
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F. Timeframe

1. Cost of Service results by August 2021
2. Full rate design with Council and Water Board input by the end of September 2021
3. City will look to make new rates effective January 1, 2022

G. Annual Review in 2nd Year

1. Upon completion of these activities, NewGen will perform a review the next year to verify that the plan is working as desired and/or update the model with changes to capital plans, funding scenarios, provider costs, growth projections, etc.
2. Review results by July 2022

Scope of Services/ Workplan

In an effort to be concise, a brief overview of the work to be accomplished during each of the tasks is provided below. If desired, NewGen will be glad to provide a more detailed listing for each task.

Task 1 – Project Management and Data Review

NewGen will manage all aspects of the study. This will include coordination of all activities necessary for completion of the study, project status monitoring/reporting and coordination with City staff. While we will not require a significant amount of the City staff time, our overall approach to the project is to keep the City fully informed and engaged during the study to solicit input and provide transparency. We propose to conduct periodic review meetings as well as remote meetings using web-conferencing, when appropriate.

NewGen will submit to the City a detailed data request, identifying data needed to perform the scope of work. This will include, at a minimum, budgetary data, the capital improvement plan, debt schedules and covenants, and billing data. Specific data for the development of special customer classes will also be requested if needed, such as the pertinent fixed asset records with funding sources, original cost to the City and depreciation. As the City furnishes this data, it will be reviewed and tested for accuracy.

Task 1 Deliverables

- Data request
- Ongoing project management (including regular status updates)

Task 2 – Project Kickoff Meeting

A project kickoff meeting will be held, which all key City and consultant personnel will be invited to attend. The purpose of this relatively short (about two (2) hours in duration) meeting is to review, update, and validate the proposed work plan; introduce key personnel to one another; identify any roadblocks to timely completion; agree to key dates; and establish the formal and informal reporting relationships that are necessary for a smooth project.

As part of the kickoff meeting, we will want to discuss the current financial and rate policies currently in place as they will serve as key guideposts for the study. We will also want to discuss any potential policy issues that may need to be addressed during the study. The primary goal of Task 2 is to set a strong foundation for the study ensuring all parties understand desired outcomes.

Task 2 Deliverables

- Kickoff meeting materials
- Updated scope of work and project schedule (if necessary)

Task 3 – Benchmarking

While it is important that the City take action to properly fund its water and wastewater utility to meet future needs, our Project Team recognizes that the City must also remain competitive with surrounding communities. To ensure our recommendations align with the local community, NewGen will research the various issues identified in our kickoff meeting and compare the City’s practices to industry best practices as well as the practices at the identified benchmark utilities and make recommendations as appropriate. This will include the following issues, at a minimum.

Water Usage – NewGen has significant experience identifying the appropriate rate structure and level of base rates to balance the competing objectives of revenue stability and conservation signaling, while adhering to industry best practices. We can guide the City through the relevant factors for consideration, summarize and convey the benchmarking results from other relevant utilities, obtain stakeholder feedback on the objectives to prioritize, and recommend the best option to achieve the City’s goals and remain compliant with industry standards.

Benchmarking Rates – NewGen will summarize how the City’s water and sewer rates compare with the rates at the identified benchmark utilities. NewGen will confirm with the City which utilities to utilize for the comparison before beginning the work.

Task 3 Deliverables

- Summary findings on researched issues
- Recommendations on relevant policy issues

Task 4 – Revenue Requirements

One of the primary tasks for the study is the identification of the cost of providing waste and sewer services. Our approach includes a detailed review of each of the costs incurred by the City (both identified and unidentified) to ensure a true cost of service is developed. An example of the unidentified costs is the cost associated with repair and replacement of buried assets, which is sometimes understated. The cost analysis can be broken down into four main categories of costs: operating and maintenance costs, capital improvements, debt service, and any contributions to reserves. The following section of our proposal describes our approach to reviewing and identifying each of these costs. The total amount of cash required on an annual basis for all purposes and from all sources constitutes the revenue requirement.

The completion of this task will provide a comprehensive 5-year forecast of system revenue requirements for the City system with the ability to change assumptions (capital financing, economic assumption, etc.) and immediately see the impact on revenue requirements.

Review O&M Costs

Using the City’s current operating budget as a starting point, we will review the adequacy of budgeted operating and maintenance costs. To the extent that costs are directly identified to specific functions of the water or sewer system, they will be so documented. O&M expenses will be forecasted based on

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estimated annual inflation rates at the budgetary account line item level. The forecast of operating expenditures will be based on:

- Review of historical operating expenditure increases by individual budget account line item,
- Any additional information that would increase the accuracy of the estimates (e.g., staffing increases/decreases, etc.),
- Identifying contractual commitments, and
- Identifying and assessing the impact of the current capital improvement program on operating expenditures.

Review Capital Improvements Program

We will review the City's capital improvement plan for the utility systems to ensure that they are appropriate. This will be accomplished by reviewing the age, useful life, and replacement cost associated with the City's infrastructure and equipment to identify if the planned investments result in realistic replacement schedules.

Evaluate Potential Financing Sources

The types and levels of various funding sources to pay for the capital and operating costs of the utility systems will be examined, and the impacts of various approaches will be quantified. While it is presumed that all operating and maintenance costs will be funded via user rates, there are various approaches to funding capital expenses, such as cash, debt, or grants.

Analyze Current and Projected Debt Service

The annual principal and interest payments for existing debt service related to the utility systems will be documented. Those projects or categories of projects contained in the CIP and which are anticipated to be debt-funded will be identified, and projections of debt service will be developed. Further, all projections of debt will include the impact of the City's agreed upon Debt Service Coverage and Additional Bonds Tests requirements, if required.

Evaluate the Adequacy of Reserves

The wise use and management of financial reserves provides many advantages to a utility, such as rate stabilization and "smooth" rate increases, as well as enhanced credit ratings and resulting interest savings. We will review the adequacy of the City's current reserves in light of City policy and our industry expertise. New reserves may be appropriate and will be evaluated, as needed. At minimum, the Project Team will ensure that our recommendations adhere to the City's established liquidity policies.

Task 4 Deliverables

- Five-year comprehensive forecast of water and sewer revenue requirements

Task 5 – Demand Forecast

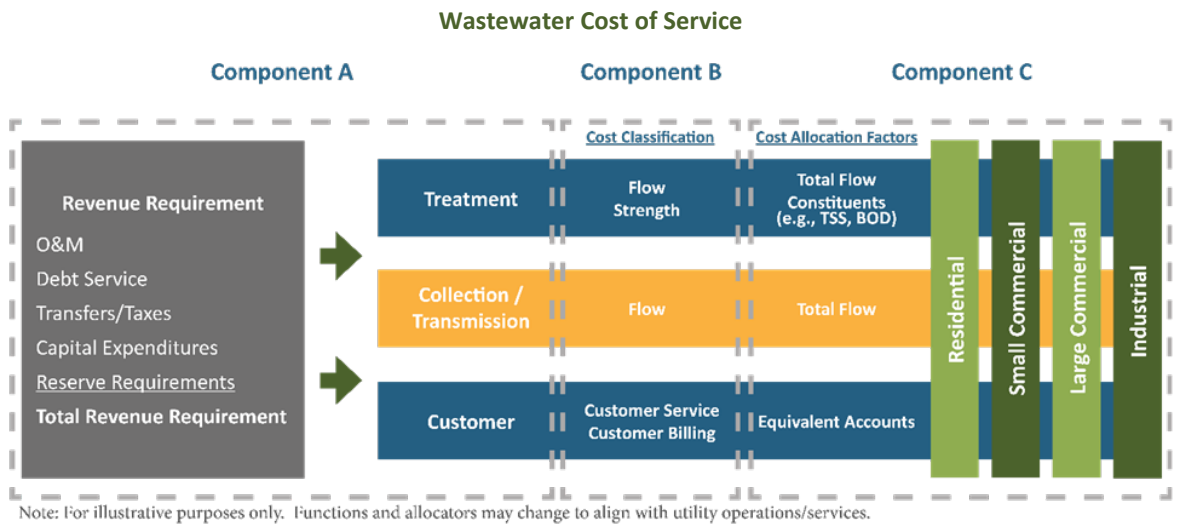
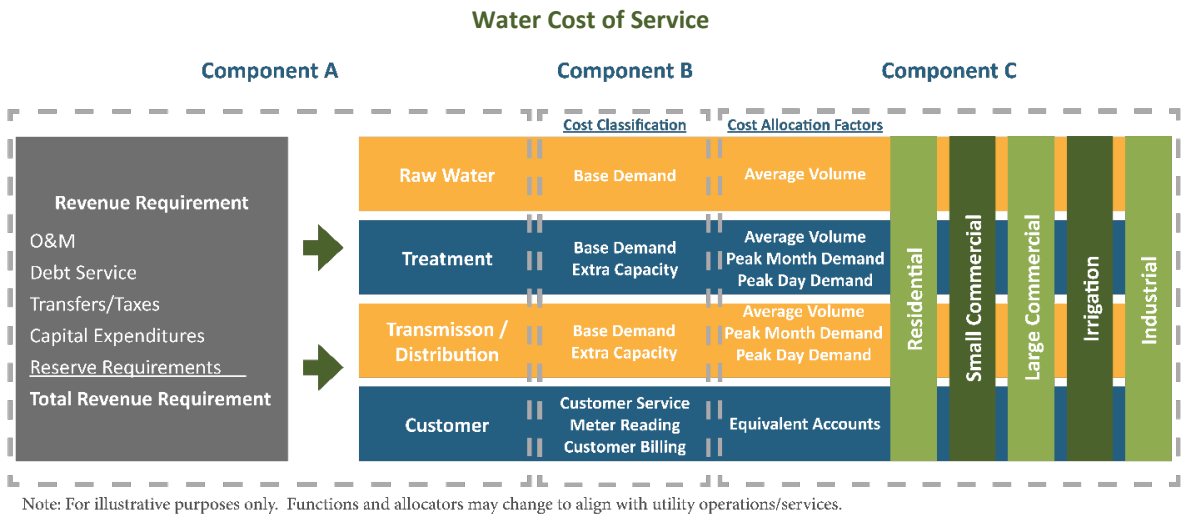
Task 5 consists of the development of a customer and demand forecast for the City's service area and a detailed analysis of historical customer usage to examine customer usage patterns and develop normalized consumption. It is important the data used in this forecast be reliable. NewGen will work with staff to choose the most reliable and representative data to employ in the Study.

Task 5 Deliverables

- Five-year demand forecast and customer usage analysis

Task 6 – Cost of Service

The revenue requirements from rates will be allocated as necessary by class to serve as the basis for rate determination for each class. To complete the cost of service analysis, we propose to follow the methodology described in American Water Works Association (AWWA) Manual M1, *Principles of Water Rates, Fees and Charges*, for allocating water system revenue requirements and Water Environment Federation’s *Financing and Charges for Wastewater Systems* (WEF Manual of Practice 27) for allocating sewer system revenue requirements. These are generally illustrated below.



The methodologies outlined above will be discussed with the City and modified as appropriate to meet the City’s overall goals and objectives. While developing the cost of service by customer class is important, our Project Team recognizes that deviation from Cost of Service principles may be required to meet policy objectives of the City Council and to properly balance the affordability of service with the ability to pay.

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Our Project Team recognizes the sensitivity associated with such analysis and will seek direction from City staff on how the results of such an analysis should drive the final recommendations from the engagement.

Task 6 Deliverables

- Allocation of revenue requirements to customer classes based on industry standard cost allocation principles

Task 7 – User Rate Analysis and Rate Alternatives

Each of the City’s various rates and charges will be reviewed to determine if the structure of the rate is appropriate for accomplishing the City’s goals. There are many rate designs that comply with industry practice and will withstand legal challenge, but the policy determinations and preferences of the City are one of the most important factors in determining the preferred rate design. Ultimately the City may not need to change the current rate structure but rather change the allocation of costs among the components of the rate structure.

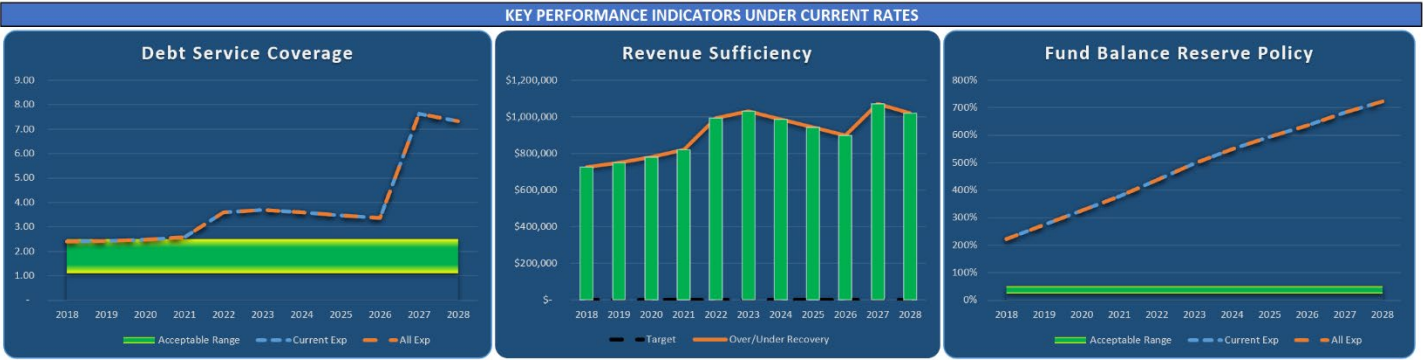
Based on the results of the evaluation of alternative rate designs, and relying on discussions with City staff, a recommended rate design will be developed in detail, including an analysis of its impact on customer classes and typical customer bills. Multiple options will be considered for final recommendation to Council.

Task 7 Deliverables

- Five-year rate projections of the current rate structure and projected alternative structures

Task 8 – Financial Model

As requested by the City, we will develop an easy-to-use dynamic and interactive financial model in Microsoft Excel for the City’s future use. The model will produce a series of interactive schedules, each of which will address a principal topic (e.g., O&M costs, debt service, demand/usage, cost of service, etc.). Built into the model is a series of summary-level graphics that can be used as stand-alone charts. The graphic below represents a sample dashboard where high-level rate and debt scenarios can be evaluated against key performance indicators defined by the City.



NewGen will also provide training in how to use and maintain the model. The model, combined with training, will enable City staff to readily and easily adjust expenses, revenues, debt financing, capital projects, rates, and other financial assumptions, over a multi-year period as circumstances change.

Task 8 Deliverables

- Excel-based model to enable review/revision of future rates

Task 9 – Reporting

NewGen will document all work performed in a concise narrative report. A draft of the report will be provided to City staff for review and comment. NewGen will incorporate modifications to the report suggested by City staff, where appropriate, into a final report. A PowerPoint presentation will also be developed and presented by NewGen to City Council.

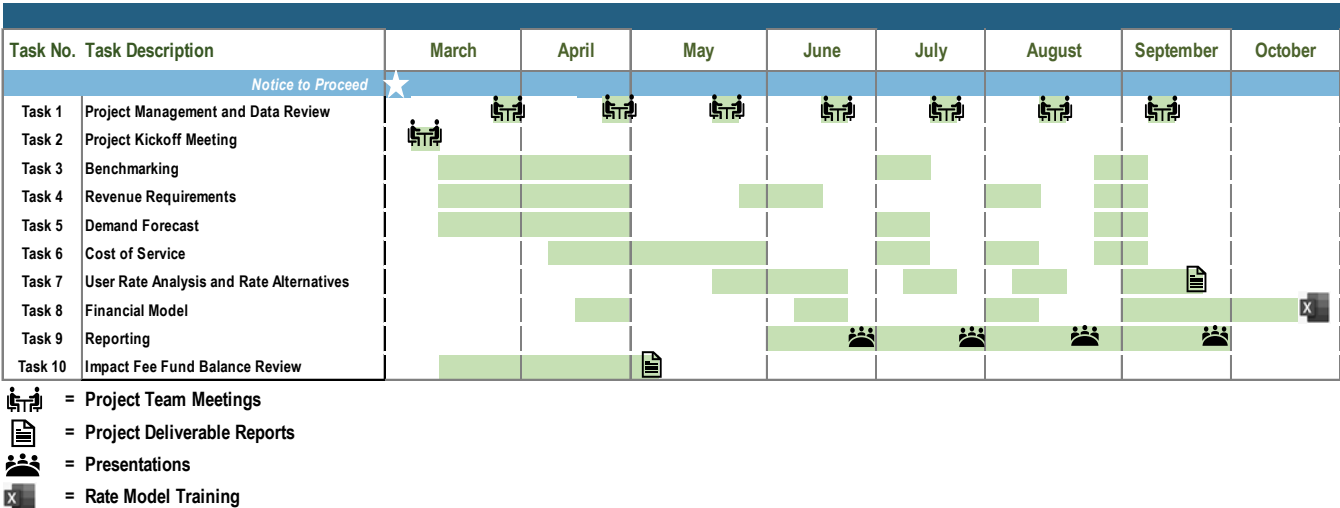
Task 9 Deliverables

- | | |
|---------------------------|---------------------------|
| ▪ Draft Letter Report | ▪ Final Letter Report |
| ▪ PowerPoint presentation | ▪ Presentation of results |

CITY OF GEORGETOWN, TEXAS
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Project Schedule

The schedule below outlines the estimated time frame expected to complete each task outlined in the methodology above. Staff assignments for each task are detailed in Tab D. Cost Proposal below.



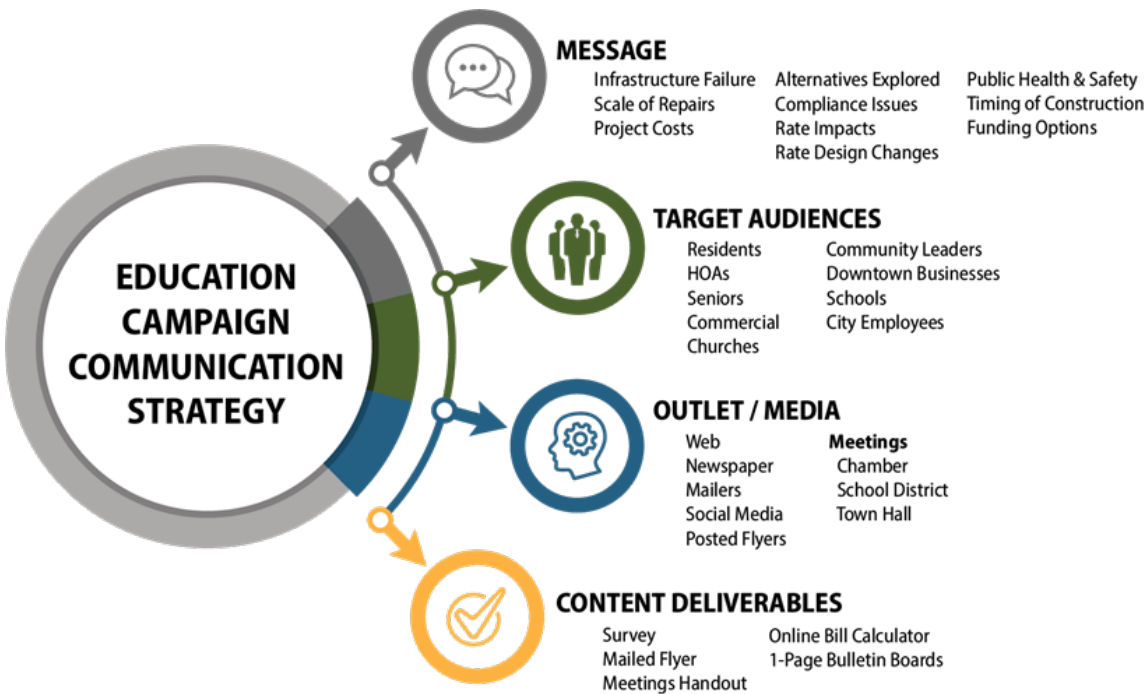
Efficient, Effective, and Innovative

Properly translating our technical results into actionable rate options maximizes the time and efforts of the NewGen Project Team as well as that of City Staff involved in the project. The Project Manager for this project has almost two decades of presenting to County Commissioners, District Judges, City Councils, and various other governing bodies. As a result, Mr. Garrett avoids “talking over” his audience and prefers to demystify some of the rate-setting rhetoric. Mr. Garrett has already presented to your City Council and your Water Utility Board during our previous work with the City. This familiarity is helpful as it establishes a baseline of communication, understanding, and trust when presenting recommended rate revisions. Our presentation methodology when addressing Council typically follows the pattern below:

- 1. Provide an overview of the current situation
- 2. Clarify expected future needs
- 3. Lay out the results of our financial and data analysis
- 4. Explain any recommended rate changes
- 5. Open the floor to questions

In addition to presenting to Council, each study concludes with a written report that presents the Study’s methodology, analysis, findings, and recommendations in a concise and easy to understand way. This provides city staff and elected officials the information needed to make well-informed decisions.

If requested, NewGen also assists clients with public outreach to educate stakeholders on proposed or adopted rate changes. The image below provides a high-level look at the communication strategy we employ. NewGen is prepared to play an active role as the face of the public outreach or serve as a primary content creator for a City staff member or elected official to champion the outreach initiatives.



City Responsibility


For this project to be successful, NewGen will need the assistance of the Water Services Utility, the City Manager’s Office, the Finance Department, and the GUS CIS Department. The bulk of staff time will be needed at the outset of the study to gather required financial and utility billing data. The staff time needed to provide the necessary City data for our analyses is highly dependent on the ease of accessing the requested information. Where possible, NewGen will work directly with the City’s utility billing provider to extract the data necessary to complete the study. Staff time will also be needed to provide guidance throughout the course of the project. Finally, the Project Team will require policy guidance from the City Council, either directly or through staff feedback, to ensure the Project meets the overall goals and objectives of the City.

NewGen is keenly aware of the time-sensitive nature of our deliverables in achieving your organizations desired outcomes and constraints. To make sure this comes together for the City, NewGen offers the RACI Matrix on the following page to clearly and specifically distinguish duties and anticipated responsibilities of the City within the context of each major Task of the Study.

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RACI Matrix

The matrix of roles below shows City positions we believe to be involved in the primary conduct of the Study. For each City-specific role shown, at least one City position is Accountable (A) or Accountable and Responsible (A/R). From our experience, others were assigned as Responsible (R), Consulted (C), or Informed (I). Actual roles by position and activity will be discussed and determined with City input.

<div><div><div>R</div> Responsible</div><div><div>A</div> Accountable</div><div><div>C</div> Consulted</div><div><div>I</div> Informed</div><div><div>A/R</div> Accountable & Responsible</div></div>		Water Utilities Director Management Analyst CIS Manager CIS Analyst Finance Director Budget Manager						City Manager Assistant City Manager City Attorney			
		Georgetown Staff Project Team						City Leadership			
City-Specific Roles and Activities											
Task 1	Project Management and Data Review										
	Utility Billing Data Gathering / Integrity	C	I	A	R						
	Budget, Related Contracts, Debt and Funding Sources	C	C	C		A	R		I	C	
	New Programs or Operational Changes	A/R	I			C	C		C		
	Capital Improvement Plan and Timing	A/R	I			C	C		C		
Task 2	Project Kickoff Meeting										
	Scheduling	C	R	C	I	C	I	C	C		
	Policy Direction	R	C			R	R	C	A		
	Rate Strategy/Direction	R	C	R		I		C	A		
Task 3	Benchmarking										
	Choosing or Confirming Comparison Cities	A	R	C		C		C	C		
Task 4	Revenue Requirements										
	Review and Confirm Inflation Factors	A	C			R	R		I		
Task 5	Demand Forecast										
	Review and Confirm Growth Projections by Customer Type	A	C	R	R	C	I				
Task 6	Cost of Service										
	Help Functionalize/Allocate Expenses and Revenues	A/R	I	C		C	R		I		
	Water Production and System Level Demands	A/R	I	C	C						
	Wastewater Plant Design, Flows and Strength Assessment	A/R	I	C	C						
Task 7	User Rate Analysis and Rate Alternatives										
	Assist Gathering New Class Attribute Data if Not in Billing Sys	R	C	A	R				I		
	Confirm Defined Customer Classes	C	I	A	R			I	C		
	Provide Feedback on Possible Rate Options	A	C	R	C	C	C	C	R		
Task 8	Financial Model										
	Designate Staff Receive Training	C	I	C		A	R		I		
Task 9	Reporting										
	Review Draft Report and Presentation Before Finalizing	A	R	C	C	R	C	C	R	C	
	Schedule and Participate in Water Utility Board Meetings	A	R	R	C	C	I	I	C	I	
	Schedule and Participate in City Council Meetings	R	R	C	I	R	C	A	C	C	
	Confirm Ordinance Revising Rates is Acceptable	R	C	R	I	R	C	C	A	C	
	Communicating Rate Changes Once Adopted	A	C	R	I	C		C	C		
Task 10	Impact Fee Fund Balance Review										
	Gathering Revenues by Service Type and Area by Month					A	R		C	I	
	Assembling Correct Capital Expenditure Records	C				A	R		C	I	
	Providing Historical Transfers if Any					A	R		C	I	

TAB D. COST PROPOSAL

Based on the scope of services outlined above and the multi-year pricing requested in the RFP, NewGen proposes to complete this Water and Wastewater Cost of Service, Rate Design, and Impact Fee Balance Review Study for a cost not to exceed \$78,000 in Year 1 and \$44,000 in subsequent years. This price reflects only labor and does not include in person, on-site visits as per the RFP.

In-person meetings can certainly be arranged if preferred during the two-year contract. If requested, in-person meetings will be priced at \$1,600 per meeting, including labor and travel.

At the City’s request, we welcome the opportunity to contract with the City for a multi-year period to assist in annual rate analysis and staggered implementation of new rate methods. Should the City decide to contract for a Multi-year Rate Study, NewGen offers the following fixed fee pricing.

<i>Multi-Year Fixed Fee Pricing</i>	<i><u>Water and Wastewater</u></i>
Year 3 – Optional	\$44,000
Year 4 – Optional	\$44,000
Year 5 – Optional	\$44,000

While a multi-year rate plan for the City will be developed within the scope of this project, it is wise to perform interim reviews on an annual basis to verify that the plan is working as desired and/or update the model with changes to capital plans, funding scenarios, provider costs, growth projections, etc. Pricing for subsequent years is considerably less since the City’s customized rate model will be developed and the Project Team will have familiarity with the City’s key cost of service objectives and rate design.

A detailed budget broken down by task, personnel, and hours is provided on the following page.

CITY OF GEORGETOWN, TEXAS
WATER RATE STUDY
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Budget

Personnel		Matthew Garrett	Chris Ekrut	Megan Kirkland	Jason Helgeson	Katie Fowler	Labor by Task	Out-of-Pocket Expenses	TOTAL
Hourly Billing Rate		\$280	\$300	\$150	\$190	\$110			
Scope of Work for Year 1 Assuming Virtual Meetings									
Task 1	Project Management and Data Review	8		8	4	4	\$ 4,640	\$ -	\$ 4,640
Task 2	Project Kickoff Meeting	2		2	2	1	1,350		1,350
Task 3	Benchmarking	2		4		4	1,600		1,600
Task 4	Revenue Requirements	8		20			5,240		5,240
Task 5	Demand Forecast	6		8	24		7,440		7,440
Task 6	Cost of Service	24	8	48	12		18,600		18,600
Task 7	User Rate Analysis and Rate Alternatives	16	2	30			9,580		9,580
Task 8	Financial Model	5		20	5		5,350		5,350
Task 9	Reporting	20	4	20	2	4	10,620		10,620
Task 10	Impact Fee Fund Balance Review	26	4	30	2	2	13,580		13,580
Labor Hours by Personnel		117	18	190	51	15	\$ 78,000	\$ -	\$ 78,000
Total Labor Per Scope									\$ 78,000

Optional Meeting Costs									
In-Person Meetings		5					\$ 1,400	\$ 200	\$ 1,600
Total Per Optional In-Person Meeting									\$ 1,600

If Preferred, Total for Seven (7) In-Person Meetings \$ 11,200

Additional Services

Services requested but not included in the scope of services outlined above can be provided based on our then-applicable hourly billing rates. NewGen's current hourly billing rates, which will remain in effect through December 31, 2021, are as follows:

NewGen Strategies and Solutions
2021 Billing Rates

Position	Hourly Billing Rate
President / Managing Director / Director	\$230 - \$360
Executive Consultant	\$220 - \$320
Senior Consultant	\$190 - \$220
Consultant	\$135 - \$150
Administrative Services	\$110

Note: Billing rates are subject to change based on annual reviews and salary increases.

TAB E. REFERENCES

Client	Contact
City of Waco, Texas	Ms. Lisa Tyer, Director Waco Water Utilities (254) 750-8079 lisat@wacotx.gov
City of Austin, Texas	Mr. David Anders, Assistant Director Austin Water (512) 972-0323 David.anders@austintexas.gov
City of Garland, Texas	Ms. Sharon Bailey, Water Utilities Finance Manager (972) 205-3282 sbailey@garlandtx.gov
City of Lubbock, Texas	Mr. Aubrey A. Spear, P.E., Director of Water Utilities (806) 775-2585 Aspear@mail.ci.lubbock.tx.us
City of Odessa, Texas	Mr. Thomas Kerr, Public Works Director (432) 335-3244 tkerr@odessa-tx.gov

TAB F. COMMENTS/CHANGE REQUESTS TO EXHIBIT A

NewGen has no comments or change requests to the City's Standard Form of Agreement.

TAB G. CERTIFICATION AND ACKNOWLEDGEMENT PAGE AND ADDENDUM ACKNOWLEDGEMENT

See the following pages for signed Certification and Acknowledgment Page and signed Addendum Acknowledgements.



City of Georgetown
Purchasing Department
300-1 Industrial Ave
Georgetown, Texas 78626
(512) 930-3678

**City of Georgetown
Added Scope to RFP No. 202116**

Addendum No.: 1

DATE: 9 February 2021
REQUEST FOR PROPOSAL NO.: 202116 Water Rate Study
ORIGINAL DUE DATE, 2 PM: 17 February 2021
NEW DUE DATE, 2 PM (if applicable): N/A
DIVISION: Water Utility Department

ADDENDUM

The following are questions and the corresponding responses received against the referenced solicitation as well as additional clarifications from the City of Georgetown. Questions may have been edited and/or combined for clarity. The remainder of the solicitation remains unchanged by the addendum. Please acknowledge receipt of this addendum in response.

Q1. Should the cost estimate include an estimate for the 2nd year review?

A1. Yes

Q2. Will the impact fee balance review include a review of how the impact fees were spent?

A2. Yes

Q3. Given that Georgetown did a COS just 3 months ago, could you please clarify if this as a continuation of previous work or a fully discrete study, completely independent of the residential work that was performed?

A3. This is a fully discrete study, independent of the work that has been done and one of our objectives is to identify whether the commercial rate design needs to be altered to conform to best practice and cost of service.

Q4. Given current considerations towards COVID, are the meetings identified under Section D of the scope of work expected to be in person or held virtually?

A4. Virtually

By the signatures affixed below, this addendum is hereby incorporated into and made part of the above referenced solicitation.

DocuSigned by:
Matthew B. Garrett

2/26/2021

B23EBEF79E64D1

Addendum No. 1 Acknowledgement

Date

NewGen Strategies and Solutions, LLC - Matthew B. Garrett

Firm Name and Printed Name of Authorized Representative



City of Georgetown
Purchasing Department
300-1 Industrial Ave
Georgetown, Texas 78626
(512) 930-3678

**City of Georgetown
RFP No. 202116**

Addendum No.: 2

DATE: 16 February 2021
REQUEST FOR PROPOSAL NO.: 202116 Water Rate Study
ORIGINAL DUE DATE, 2 PM: 17 February 2021
NEW DUE DATE, 11 AM: 26 February 2021
DIVISION: Water Utility Department

ADDENDUM

The following revisions are being distributed in reference to the solicitation from the City of Georgetown. The remainder of the solicitation remains unchanged by the addendum. Please acknowledge receipt of this addendum in response.

Please note the following changes:

Proposal Closing Date and Time	11:00 AM CST	February 26, 2021
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By the signatures affixed below, this addendum is hereby incorporated into and made part of the above referenced solicitation.

DocuSigned by:
Matthew B. Garrett

2/26/2021

Addendum No. 2 Acknowledgement

Date

NewGen Strategies and Solutions, LLC - Matthew B. Garrett
Firm Name and Printed Name of Authorized Representative



Water Rate Study
RFP No. 202116
Due: February 17, 2021

REQUEST FOR PROPOSALS

CITY OF GEORGETOWN

300-1 Industrial Ave
Georgetown, TX 78626

PO Box 409
Georgetown, TX 78627

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STANDARD FORM OF AGREEMENT EXHIBIT A

INTRODUCTION

The City of Georgetown seeks to enter into an agreement with one or more qualified Individuals, Firms or Corporations (Offeror) with substantial and relevant experience and expertise to provide consulting services for the City's utilities to conduct a comprehensive water and wastewater utility rate study inclusive of a fully allocated, customer class cost of service analysis and a five-year financial plan.

The successful Offeror must meet all requirements of this RFP, maintain proper licensing, and comply with all federal, state, and local laws and mandates relative to the services specified in this RFP.

DEFINITIONS

The following definitions shall be used to identify terms throughout this Request for Proposals:

A. AGREEMENT

A mutually binding legal document obligating the Vendor to furnish the services specified within this solicitation and obligating the City to pay for the services as agreed upon.

B. CITY

The City of Georgetown, located in Williamson County, Texas.

C. CITY COUNCIL

The elected officials of the City of Georgetown, Texas, given the authority to exercise such powers and jurisdiction of all City business as conferred by the City Charter and State Constitution and Laws.

D. CONSULTANT

Person or business enterprise providing goods or services to the City as fulfillment of obligations arising from an agreement pursuant to this Request for Proposals. The successful Offeror of this Request for Proposals.

E. E-BID SYSTEM

The City's electronic bidding system. This is a web-based system that provides all solicitation documents electronically to potential Offerors and allows interested Offerors to submit Proposals in response to solicitation documents. The term "e-bid" and/or "electronic bid" means the Offeror's electronic Proposal submitted to the City by way of the E-bid system. The terms "electronic bid" or "e-bid" are used interchangeably to describe the above invitation for proposal process to submit an authorized Proposal to the City in response to this Request for Proposals.

F. OFFEROR

The **Individual, Firm or Corporation (Offeror)** that considers themselves qualified to provide the services specified herein and are interested in making an offer to provide the services to the City.

G. PIGGYBACK CONTRACT

A contract or agreement that has been competitively solicited in accordance with State of Texas statutes, rules, policies and procedures and has been extended for the use of state and local agencies that have entered (or will) into an Interlocal Agreement with the City.

H. PROPOSAL/RESPONSE/OFFER

A complete, properly signed response to this solicitation.

I. PURCHASE ORDER

A purchase order records the financial obligation of the City to pay for goods or services properly received; therefore, a purchase order is also required for all contracts with an expenditure of funds entered into by the City Manager or City Council.

J. REQUEST FOR PROPOSALS (RFP)

This solicitation document issued by the City containing terms, conditions and specifications for the services to be procured.

NOTICE TO OFFERORS

A. NOTICE

All Proposals are due on or before **2:00PM (CST) on February 17, 2021**. Solicitations are posted and available to download from the City of Georgetown's On-Line Bidding System at <https://gtowntx.ionwave.net/CurrentSourcingEvents.aspx>.

Offerors may receive notice of Requests for Proposals from the City of Georgetown from a variety of channels. Approved methods of dissemination include: City of Georgetown website or the City of Georgetown Purchasing Office. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda which could ultimately render your Proposal non-compliant. City of Georgetown accepts no responsibility for the receipt or notification of solicitations through any other source.

B. RECEIPT OF PROPOSALS

- 1. Electronic Proposals. Sealed** Electronic Proposals shall be submitted through the City's web site at: <https://gtowntx.ionwave.net/Login.aspx>. All interested Offerors are required to register as a "supplier" on the City's E-bid System at the above web address and clicking on "Supplier Registration". Registration provides automatic access to the solicitation and its documents (specifications, attachments, exhibits), and for any changes to the solicitation including change(s) to the submission time and date.

Electronic Proposals must be received prior to the time and date specified in the City's E-bid System. The mere fact that the Proposal was dispatched will not be considered; the Offeror must ensure that the Proposal was properly uploaded in the System. The time Proposals are received shall be determined by the electronic clock in the City's E-bid System.

- 2. Hard Copy Proposals.** City prefers electronic submissions, however, Sealed Proposals submitted to the City by hard copy (non-electronic) will also be accepted on or before the time and date designated above and at addresses listed below.

Sealed Proposal submissions shall be clearly marked with the RFP number and Title and addressed to the City of Georgetown – Purchasing Department. Proposals shall be delivered using one of the following:

Hand-deliver to:
300-1 Industrial Ave.
Georgetown, TX 78626

Mail to:
PO Box 409
Georgetown, TX 78627

Ship to (FedEx, UPS, DHL, etc.):
300-1 Industrial Ave.
Georgetown, TX 78626

Proposal(s) must be received by the City's Purchasing Department prior to the time and date specified. The mere fact that the proposal was dispatched will not be considered; the Offeror must ensure that the proposal is actually delivered. The time Proposals are received shall be determined by the time clock stamp in the City's Purchasing Department.

All properly submitted "Sealed" (non-electronic) Proposals will be opened and acknowledged at 300-1 Industrial Ave, Georgetown, Texas 78627.

C. QUESTIONS and INQUIRIES

Questions and inquiries about this Request for Proposals shall be submitted in writing to the following individual:

Erica Weitman
Purchasing Department
Email: Erica.Weitman@georgetown.org

The deadline for written questions is **February 8, 2021 at @ 12:00PM (CST)**. This deadline has been established in order to provide adequate time for City staff to prepare responses to questions from Offerors to the best of their ability.

Offerors shall not attempt to contact City Council members, City staff or Management directly during the pre-proposal or post-proposal period. The City intends to respond to all appropriate questions or concerns; however, the City reserves the right to decline to respond to any question or concern. All material modifications, clarifications or interpretations will be incorporated into an addendum which will be publicly posted. All addenda issued prior to the due date and time for responses are incorporated into the RFP and must be acknowledged in the Proposal. Only written information provided shall be binding. Oral or other interpretations shall not be binding and are held without legal effect.

D. ANTICIPATED SCHEDULE OF IMPORTANT DATES

The City will generally comply with the following schedule for the selection process, subject to changes necessary to ensure fairness and to accommodate unanticipated events:

Release RFP		January 24, 2021
Deadline for Questions and Inquiries	12:00 PM (CST)	February 8, 2021
Proposals Closing Date and Time	2:00 PM (CST)	February 17, 2021
City's Review of Proposals		February 15 - 19, 2021
Date for Finalist Interviews or Presentations (if any)		February 22 - 26, 2021
Earliest Award by City		March 2021

E. FINALIST INTERVIEWS and/or PRESENTATIONS

Offerors reasonably subject to being selected based on the criteria set forth in this RFP may be given an opportunity to make a presentation and/or interview with the Selection Committee. **Finalists selected for interviews and/or presentations must be available during regular business hours the week of February 22, 2021.** Following any presentation and/or interviews, proposals will be ranked in order of preference and contract negotiations will begin with the top ranked Offeror. Should negotiations with the highest ranked Offeror fail to yield a contract, or if the Offeror is unable to execute the City's contract, negotiations will be formally ended and then

commence with the second highest ranked Offeror, etc. However, the City, may, in its sole discretion, negotiate and award a contract without presentations or interviews, based solely on information supplied in the Proposals.

GENERAL TERMS and CONDITIONS

A. ADDENDA

If it becomes necessary to revise any part of this Request for Proposals, prior to the due date and time, a written addendum will be provided to all known interested Offerors. The City is not bound by any oral representations, clarifications, or changes made in the written specification by the City's employees, unless such clarification of change is provided to Offerors in written addendum form from the City.

Addenda will be transmitted to all that are known to have received a copy of the Request for Proposals and specifications. However, it shall be the sole responsibility of the Offeror to verify issuance of any addenda and to check all avenues of document availability prior to the opening date and time. Offeror shall provide written acknowledgment of all addenda.

B. BUSINESS PRACTICES

Minority business enterprises and/or historically underutilized businesses will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

C. CERTIFICATION

This Request for Proposals includes a certification page. Offeror must:

1. Furnish complete name, mailing address, telephone number and email of the individual duly authorized to execute contractual documents on behalf of the Offeror.
2. Furnish name of individual(s), along with respective telephone numbers and email addresses, who will be responsible for answering all questions.
3. Certify that they have not conspired with any other potential Offerors in any manner to attempt collusion, conspiracy or otherwise obtain an advantage against the City.
4. Certify that they are duly qualified, capable and otherwise bondable business entity not in receivership or contemplating same, and has not filed bankruptcy.

D. COLLUSION

Advanced disclosures of any information to any particular Offeror which gives that particular Offeror any advantage over any other interested Offeror in advance of the opening of Proposals, whether in response to advertising or an informal request for proposals, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void all responses to that particular solicitation or request.

E. COMMUNICATION

To insure the proper and fair evaluation of this Proposal, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official or Employee evaluating or considering the Proposals prior to the time an award has been made.

Communication between Offerors and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Proposal(s). Ex parte communication may be grounds for disqualifying the offending Offeror from consideration or award, or any future solicitation.

Unless otherwise specified, all requests for clarification or questions regarding a solicitation must be directed as provided herein.

F. DISCLOSURE

All proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which Offerors identify as proprietary, all proposals will be open for public inspection after the contract award.

G. DISCLOSURE OF CONFLICT OF INTEREST

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose the Consultant or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. The Conflict of Interest Questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Any completed Conflict of Interest Questionnaires shall be submitted to the City. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the Offeror.

H. DISCLOSURE OF INTERESTED PARTIES

Contracting hereunder may require compliance with Texas Government Code §2252.908/Disclosure of Interested Parties for contracts that (1) require an action or vote by the City Council before the contract may be signed; or (2) has a value of at least \$1 million. The law provides that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

The process as implemented by the Texas Ethics Commission ("TEC") is as follows:

- a. The disclosure of interested parties must be performed using the [Texas Ethics Commission's electronic filing application](#) listing each interested party of which the business entity is aware on Form 1295, obtaining a certification of filing number for this form from the TEC, and printing a copy of it to submit to the City.
- b. The copy of Form 1295 submitted to the City must contain the unique certification number from the TEC. The form must be filed with the City pursuant to Texas Government Code §2252.908, "at the time the business entity submits the signed contract" to the City.
- c. The City, in turn, will acknowledge a copy of the disclosure form to the TEC not later than the 30th day after the date the City receives the disclosure of interested parties from the business entity.

I. EFFECTIVE DATE and TERM

The Agreement shall be effective upon the latter of the following: the Offeror's signature on the Proposal and approval by the City Council, or their designee and issuance of an agreement and

shall continue in effect until all obligations are performed in accordance with the terms and conditions herein.

J. EXCEPTIONS

Any deviations from terms, conditions or specifications contained herein must be clearly indicated in the Proposal. Any deviations or exceptions are subject to review by the City and may deem the Proposal disqualified or non-responsive. If no exceptions are stated, it will be understood that all general terms and conditions and specific requirements will be complied with, without exception.

K. INTERLOCAL AGREEMENT

Other governmental entities may be extended the opportunity to purchase from solicitations awarded by the City, with the consent and agreement of the successful Offeror(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in Offeror's Proposal. However, all parties indicate their understanding and all parties hereby expressly agree that the City is not an agent of, partner to or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that arise out of such independently negotiated piggyback procurements.

L. MANAGEMENT

Should there be a change in management after the due date and time, but before a contract is awarded, Proposers must notify the City immediately. This may result in further evaluation. Should a change in management occur after the contract is awarded, the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract. Any resulting contract is nontransferable by either party.

M. PERSONAL INTEREST

No officer, employee, independent consultant or elected official of the City who is involved in the development, evaluation or decision-making process of this Solicitation shall have a financial interest, direct or indirect, in the resulting Agreement. Any willful violation of this Paragraph shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. In the event a member of the governing body or an appointed board or commission of the City belongs to a cooperative association, the City may purchase services from the association only if no member of the governing body, board or commission will receive pecuniary benefit from the purchase, other than as reflected as in increase in dividends distributed generally to members of the association. Any violation of this provision with the knowledge, expressed or implied, by the Vendor shall render the Agreement voidable by the City. Nevertheless, the City may obtain the services under the Agreement if a conflict of interest affidavit is filed and the Council member recuses his/herself.

N. PRICE WARRANTY

The Offeror warrants that the prices proposed are fair and reasonable and not higher than those for similar projects of the same size and scope offered to other local governments in the United States.

O. PRIORITY of DOCUMENTS

In the event there are inconsistencies between the RFP terms and conditions, scope of work or Agreement terms and conditions contained herein, the latter will take precedence.

P. PROHIBITED OFFERORS

The City of Georgetown prohibits conducting business with Offerors under the following conditions:

- a. Offerors who have failed to comply with their state contracts and have been debarred from doing business with the State of Texas.
- b. By signing and submitting this Proposal, Offeror certifies that either (1) Offeror a sole proprietorship or company with fewer than ten (10) employees, or (2) does not currently boycott Israel and will not boycott Israel during the term of the agreement. Further, Offeror certifies Offeror is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

Q. PROPOSALS BECOME PROPERTY OF THE CITY

Submissions received in response to this Request for Proposals become the sole property of the City.

R. PROTEST PROCEDURES

1. Offerors are advised that protests of specifications, terms, conditions or any other aspect of this solicitation, must be made prior to the proposal due date. Protest of specifications and solicitation terms and conditions made after the due date and time will not be considered by the Buyer.
2. Protest of award must be made immediately, and in no event later than five (5) days after the aggrieved party knows, or should have known, the facts giving rise thereto. All protests must include the following information:
 - The name, address and telephone number of the protestor
 - The signature of the protestor or protestor's representative
 - The solicitation or contract number
 - A detailed statement of the legal and/or factual ground of the protest
 - The form of relief/result requested

Protests shall be emailed or mailed to the Purchasing Department, P.O. Box 409, Georgetown, TX 78627, Attention: Purchasing Manager, Leah.Neal@georgetown.org. Award will be made in the best interest of the City.

S. PUBLIC INFORMATION

All Proposals are subject to release as public information unless the Proposal or specific parts of the Proposal can be shown to be exempt from the Texas Public Information Act. Offerors are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Offerors.

If an Offeror believes that a Proposal or parts of a Proposal are confidential, then the Offeror shall so specify. The Offeror shall stamp in bold red letters the term "**CONFIDENTIAL**" on that part

of the Proposal, which the Offeror believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All Proposals and parts of Proposals that are not marked as confidential will be automatically considered public information.

T. REIMBURSEMENTS

There is no expressed or implied obligation for the City of Georgetown to reimburse responding Offerors for any expenses incurred in preparing Proposals in response to this Request for Proposals and the City will not reimburse responding Offerors for these expenses, nor will the City pay any subsequent costs associated with the provision of additional information or presentation, or to procure a contract for these goods or services.

U. REPRESENTATIONS and RESPONSIBILITIES

By submitting a Proposal in response to this RFP, Offeror represents that it has carefully read and understands all elements of this RFP; has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the work; and has full knowledge of the scope, nature, quality and quantity of services to be performed.

By submitting a Proposal in response to this RFP, the Offeror represents that it has not relied exclusively upon any technical details in place or under consideration for implementation by the City, but has supplemented this information through due diligence research and that the Offeror sufficiently understands the issues relative to the indicated requirements.

The failure or omission of Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with existing conditions or other details shall in no way relieve any Offeror from any obligations with respect to its proposal or to the contract.

V. RESERVATIONS

The City reserves the right to request clarification or additional information specific to any Proposal after all Proposals have been received and the solicitation due date has passed. Additionally, the City reserves the right to accept or reject all or part of any Proposal, waive any formalities or technical inconsistencies, delete any portion of the Scope of Work, or terminate the Request for Proposals when deemed to be in City's best interest.

W. STANDARD FORM of AGREEMENT

The City's Standard form of Agreement is attached as Exhibit A. The successful Firm will be required to execute this Agreement. All Offerors shall be required to thoroughly read and understand the terms, condition and provisions in this Agreement. All required Certificates of Insurance and endorsements will be required before award recommendation is taken to City Council. Any exceptions taken to the City's Standard Form of Agreement must be indicated in your Response. Failure to note any exceptions will be acknowledgement that you accept the terms and condition without modifications.

X. WITHDRAWAL by CITY

The City makes no guarantees or representations that any award will be made and reserves the right to cancel this solicitation for any reason, including:

- Reject any and all Proposals received as a result of this RFP.

- Waive or decline to waive any informality and any irregularities in any Proposals received.
- Negotiate changes in the Scope of Work or services to be provided.
- Withhold the award of contract(s).
- Select Offeror(s) it deems to be most qualified to fulfill the needs of the City. Offeror(s) with the lowest priced proposal(s) will not necessarily be selected, since a number of criteria other than price are important in the determination of the most acceptable proposal(s).
- Terminate the RFP process.

Y. WITHDRAWAL by OFFEROR

Offerors may request withdrawal of a sealed Proposal ***prior to the scheduled opening time***, provided the request for withdrawal is submitted to the City in writing.

Z. VENUE

Any contract awarded as a result of this RFP shall be governed by and construed in accordance with the laws of the State of Texas, and is fully performable in Georgetown, Texas, and venue for any action related to this contract will be Williamson County, Texas.

SPECIAL TERMS and CONDITIONS

A. TERM OF AGREEMENT

i. ORIGINAL TERM:

The term of the agreement shall become effective from date listed in the contract approved by the City of Georgetown, and shall continue in effect with firm fixed fees, prices for two (2) years.

BACKGROUND and CURRENT CIRCUMSTANCES

A. CITY of GEORGETOWN

Georgetown is a Home Rule Charter City and operates under a Council - Manager form of government. A mayor, elected at large, and seven council members, elected from single member districts, serve staggered, three-year terms. Georgetown is located on Interstate 35, the major corridor between Dallas and San Antonio, at the intersection of State Highway 130. Georgetown was founded in 1848 with a strong agricultural base, in the heart of Williamson County, 26 miles north of Austin. Today, Georgetown has an estimated population of 66,804 within the city limits, with an estimated population of 93,961 within the extra-territorial jurisdiction (ETJ) and serves as the county seat of Williamson County.

Georgetown's economic development initiatives to expand jobs and tax base have been with a careful focus of maintaining and expanding its status as a signature destination. The award- winning historic downtown square, along with its extensive, award-winning parks and river trail systems along the North and South San Gabriel Rivers and Lake Georgetown have been leveraged to make the City one of the most attractive places to live and work.

This unique character and small-town charm was a key factor for Del Webb Corporation when it built its first Texas development in Georgetown with the 1995 opening of Sun City, Texas. Today, over 7,200 homes with over 13,500 retirees make Sun City and Georgetown their home.

Georgetown is also home to Southwestern University, which continues to receive national recognition. The University has been named to Kiplinger's list of the 100 best values in liberal arts colleges and has been noted as one of 'America's Best Value Colleges' by the *Princeton Review*. With more than 1,528 students and over 500 employees, the University provides substantial economic and cultural contributions to Georgetown.

B. CURRENT CIRCUMSTANCES

The City of Georgetown's Water Department Mission: Water department provides essential and life-sustaining water services to the City of Georgetown residents and neighboring communities that meet or exceed all regulatory standards

The City of Georgetown serves about 43,000 water accounts representing more than 100,000 people in a 440-square-mile service area that includes the City of Georgetown and parts of Williamson, Bell, and Burnet counties. The City of Georgetown is experiencing steady growth that averages around 3,500 new water meters every year. In order to meet the water and infrastructure demands of current and future customers, the City has many capital projects underway and in the pipeline for the next 5 years. Capital projects are primarily funded with a 50/50 cash/debt blend, with a large part of the cash including impact fees. Currently impact fees are not tracked by project allocation. Finance would like to create a better internal process that tracks the use and balance of impact fees that follows best practice across the industry to ensure the City is accurately reporting impact fee balances. Staff believes a 5-year lookback is needed to reconcile current impact fee balances, and create a process to enact moving forward.

A cost-of service study was recently completed in October 2020, which altered the City's tiered rate structure for the residential class. New rates were adopted and went into effect January 1, 2021 for residential customers and wastewater. The study also identified a need to primarily review and define the rate structure and cost-to-serve for the commercial classes, as well as the other classes given the Council's goal to address conservation and equity.

The City of Georgetown is currently conducting a cost allocation study reviewing the internal chargeback of the internal service funds to other departments. This study will more than likely change several allocations that impact expenses to the water fund and budgets in the out years.

SCOPE OF WORK

Consultant shall perform the following:

A. Develop five-year financial plan for the water and wastewater departments

1. Forecasting revenues and expenses over the planning horizon.
2. Identify cash flows and cash balances over the five-year period.
3. Review and project debt coverage ratios.
4. Identify and recommend a minimum cash reserve for each utility, and other financial policy/ordinance changes as needed
5. Incorporate the five-year capital improvement program into financial projection and cost of service study.

6. Identify amount and timing of projected debt issuances.
7. Develop a rate track identifying the annual changes required to meet each utility revenue requirements

B. Identify the cost to serve each type of customer by class and meter size

1. The cost of service study will be on a forecasted test year of 2020.
2. Identify the customer (facilities) charges by meter or connection size for water and wastewater.
 - A. Identify cost to serve irrigation customers.
 - B. Identify cost to serve high strength wastewater customers.
 - C. Identify cost to serve reuse customers.
3. Review of commercial sewer variable rate (BOD/TSS)
4. Review commercial customer class and service types
5. Identify the cost-based volumetric charges.
6. Identify cost to serve multi-family, practices, and make recommendations.
7. Identify the differential cost of service for customers inside city limits and outside.
8. Review and develop a fire flow rate
9. Review of hydrant meter fees, practices, and make recommendations.
10. Impact analysis of standardizing low-income discount

C. Rate Design

1. Work with staff and the City Council in development of the rate design.
2. Identify the potential impacts on customers resulting from changes in the rate design.
3. Deliver a financial model for the City's future use

D. Impact Fee Fund Balance Review

1. Assist water and finance staff with a 5-year look-back on reconciling water/wastewater utility impact fees. Provide workpapers and recommendations for the City to establish the current balance of impact fees and a tracking method for fee sources, fee uses, and earned interest going forward.

D. Presentations to staff and City Council

1. One kick-off meeting with staff.
2. One draft result meeting with staff.
3. One presentation of Cost of Service study results to Water Utility Advisory Board.
4. One presentation of final proposed rates to Water Utility Advisory Board.
5. One presentation of Cost of Service study results to City Council.
6. Two presentation of final proposed rates to City Council (workshop and a Council meeting).

Please include costs for travel if meetings were to be held in person compared to virtual, and additional costs per meeting if the City needed to add more.

E. Timeframe

1. Cost of Service results by August 2021.
2. Full rate design with Council and Water Board input by the end of September 2021.
3. City will look to make new rates effective January 1, 2022.

F. Annual Review in 2nd Year

1. Upon completion of these activities, Consultant will perform a review the next year to verify that the plan is working as desired and/or update the model with changes to capital plans, funding scenarios, provider costs, growth projections etc.
2. Review results by July 2022.

EVALUATION and SELECTION PROCESS

The City has attempted to provide a comprehensive statement of requirements through this RFP for the work contemplated. Written proposals must present Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals must be as thorough and detailed as possible so that the City may properly evaluate capabilities to provide the requested services.

By submission of a proposal, Offeror acknowledges acceptance of the evaluation process, the evaluation criteria, scope of work, approach and methodology, and all other terms and conditions set forth in this RFP. Further, Offerors acknowledge that subjective judgements must be made by the City during this process.

The evaluation process may include but is not limited to the following steps. Steps may be omitted or reordered depending on the proposal evaluation requirements. For example, Best and Final Offers may be required prior to Interviews and/or Presentations.

Evaluation considerations will include the following:

A. CLARITY AND QUALITY OF PROPOSAL

Pass/Fail

Offerors must provide comprehensive responses to every section within this RFP in the described format. It is not the intent of the City to constrain Offerors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to do so may result in your Proposal being disqualified from further review and consideration.

B. PROPOSAL EVALUATIONS

The City has established specific, weighted criteria for selection. This section presents the evaluation criteria, description, and relative weight assigned to each (100 points maximum). The City will evaluate each Offeror's responses to the requirements contained in this RFP.

Offeror Background	15 points
Project Experience and Qualifications	30 points
Methodology and Technical Approach	30 points
Comments/Change Requests to Exhibit A	5 points

C. COST EVALUATION

Price shall be considered, but shall not be the sole determining factor.

Cost Proposal	20 points
----------------------	------------------

D. REFERENCE CHECKS

The City reserves the right to check any reference(s), regardless of the source of the reference information. Information may be requested and evaluated from references. The City reserves the right to use a third party to conduct reference checks. Only top scoring Offerors may receive reference checks and negative references may eliminate Offerors from further consideration.

E. INITIAL EVALUATION and RANKING

Following the Technical and Cost proposal evaluation, the City will compile the final scores. If the Evaluation Committee determines that clarifying information is not required, the evaluation process is complete. The award recommendation will be made to the Offeror which, in the City's opinion, has submitted the Proposal most beneficial to the City for award.

F. INVITATIONS FOR ORAL INTERVIEWS

The Evaluation Committee may conclude after completion of the Technical and Cost Proposal evaluation(s) that oral interviews/presentations and/or demonstration are required in order to determine the most qualified Offeror. The selection of Offerors to make presentations will be based on the initial Evaluation and Ranking. All Offerors may not necessarily be extended an invitation for oral interviews. The City reserves the right to select Offerors to interview that are most susceptible of being selected for an award of a contract.

G. ORAL INTERVIEWS, PRESENTATIONS or DEMONSTRATIONS

Selected Offerors will be given an opportunity for oral interviews, presentations and/or demonstrations. The presentation process will allow Offerors to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their Proposals. At this stage, Offerors shall not be allowed to alter or amend their proposals. The Evaluation Committee will score each presenting Offeror:

H. FINAL EVALUATION and RANKING after ORAL INTERVIEWS

The Evaluation Committee will make its recommendation for award based on the Offeror with the highest point total. Total score being determined using the following formula:

$(\text{original technical score} + \text{original cost score}) + (20 \text{ points}) = \text{final total score.}$

I. BEST and FINAL OFFER

The Evaluation Committee may determine that Best and Final Offers are required. If Best and Final Offers are requested and submitted by Offerors, they will be evaluated using the stated criteria and scored by the Evaluation Committee. *(Offerors are highly encouraged to provide its best offer in the original Proposal. Offerors should not expect that the City will request a Best and Final Offer).*

J. FINAL SCORING and RANKING after BEST and FINAL OFFERS

The Evaluation Committee will make its recommendation for award based on the Offeror with the highest point total. Total score being determined using the following formula:

$(\text{original technical score} + \text{oral interview score}) + (\text{best and final offer cost score}) = \text{final total score}$

SUBMISSION REQUIREMENTS

The City will not accept oral proposals, or proposals received by telephone or FAX machine. Proposals must be prepared simply and economically, providing a straightforward, concise description of Offeror's ability to meet all requirements and specifications of this RFP. Emphasis should be focused on completeness, clarity of content and responsiveness to all requirements and specifications of this RFP.

Refer to <https://gtowntx.ionwave.net/Login.aspx> for further information on how to submit proposals electronically.

The City of Georgetown requires comprehensive responses to every section within this RFP. To facilitate the review of the responses, Offerors shall follow the described format. The intent of the proposal format is to expedite review and evaluation. It is not the intent to constrain Offerors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review. The Proposal should include, at minimum, information requested below in the order listed.

TAB A OFFEROR BACKGROUND

1. Briefly introduce your company, including the number of years in business
2. Provide a summary of the administration, organization and staffing of your company, including multiple offices, if applicable
3. Provide a company profile including the offeror's name, business address, and telephone number, as well as a brief description of the proposer's size (nationally and locally), date of establishment, type of organization, and local organizational structure.

TAB B PROJECT EXPERIENCE and QUALIFICATIONS

1. Proposer must demonstrate extensive experience and understanding of practices and service requirements of this RFP.
2. Briefly state why the proposer believes its proposed services best meet the City's needs and RFP requirements, and concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its Proposal.
3. Describe at least three (3) projects in which the Firm provided the described services for other similar projects
4. Provide an organizational chart indicating positions and name of the core management team that will undertake this engagement.
5. Identify the Project Manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications, and licenses, etc.
6. All projects submitted as evidence of the Firm's experience must have been worked on by one or more of the Firm's existing team which are identified in the Firm's response.

TAB C METHODOLOGY, TECHNICAL APPROACH AND RESPONSIVENESS TO CITY'S ISSUES

1. Provide a narrative description of the Firms' plan to accomplish the work and services to be provided to the City.
2. Clearly acknowledge your understanding of the scope of work, including a detailed approach to completing this project in a phase by phase fashion, including the time frame expected to complete each phase and staff assignments for each phase of the project.
3. Provide suggestions and ideas for completing this project in an efficient, effective, and innovative manner.
4. Clearly identify materials and knowledge resources that the Offeror will need from the City to complete this project.
5. Identify progress reports that will be made available during the process and key decision points.
6. Clearly distinguish the Offeror's duties and responsibilities and those of the City. Absence of this distinction shall mean the Offeror is assuming full responsibility for all tasks.

TAB D COST PROPOSAL

1. Provide a fixed not-to-exceed hourly cost for providing the services in the RFP. Firm shall provide in response to this RFP hourly costs for each employee (by title/designation only) that will serve on the project.

2. Travel and other reimbursable expenses must be estimated for a not to exceed amount for contract duration and submitted separately from the service fees, at the time of a task order request.

TAB E REFERENCES

1. A minimum of three (3) references should be included (preferably other City, town or local governments in Texas that the Offeror has provided services to).
2. References must include agency name, contact name and contact email.

TAB F COMMENTS/CHANGE REQUESTS to EXHIBIT A

1. A copy of the City's Standard Form of Agreement (SFA) is attached as Exhibit A to this RFP. Please provide any comments or change requests to the Agreement with the proposal submittal. Failure to submit requested changes will affirm that the Firm willing to execute the Agreement without modification.

TAB G CERTIFICATION and ACKNOWLEDGEMENT PAGE

CERTIFICATION and ACKNOWLEDGMENT

The undersigned affirms that they are duly authorized to submit this Proposal, that this Proposal has not been prepared in collusion with any other Offeror, and that the contents of this Proposal have not been communicated to any other Offeror prior to the official opening. Further, Offeror certifies that either (1) Offeror is a sole proprietorship or company with fewer than ten (10) employees, or (2) does not boycott Israel and will not boycott Israel during the term of the Agreement. Third, Offeror certifies that Offeror is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

Signed By: _____ Title: _____

Typed Name: _____ Company Name: _____

Phone No.: _____ Fax No.: _____

Email: _____

Proposal Address: _____

P.O. Box or Street

City

State

Zip

Order Address: _____

P.O. Box or Street

City

State

Zip

Remit Address: _____

P.O. Box or Street

City

State

Zip

Federal Tax ID No.: _____

DUNS No.: _____

Date: _____

EXHIBIT A
STANDARD FORM OF AGREEMENT

CONSULTATION AGREEMENT WITH THE CITY OF GEORGETOWN

This Consultation Agreement (the “Agreement”) is entered into and made effective on the _____ day of _____, _____ by and between _____ (“Consultant”) and the City of Georgetown, Texas (“City”).

1. **Scope of Services.** Consultant agrees to provide such services as further described in **Exhibit A**, which is attached and incorporated herein. Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph four of this Agreement shall be made and approved by the City prior to the Consultant providing such services, or the right to payment for such additional services shall be **waived**. If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Agreement, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.
2. **Supplement Provisions.** Supplemental provisions applicable to this Agreement are included in **Exhibit B** and incorporated herein by reference.
3. **City Terms Prevail.** In the event there is a conflict between a term in **Exhibit A** or **Exhibit B** and a term in this agreement, the terms of this agreement shall prevail.
4. **Total Compensation.** The total compensation paid by the City to the Consultant, including expenses, under this agreement shall not exceed \$_____. Payment schedule will be made in accordance with **Exhibit C**, which is attached and incorporated herein.
5. **Term.** The term of this Agreement shall be in effect until the services have been completed by Consultant, but in no event shall the term extend beyond _____.
6. **Amendments.** Any changes to the terms of this agreement will not be effective unless in writing and signed by both parties.
7. **Insurance.** Consultant shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are set forth in **Exhibit D**. Consultants insurance certificate satisfying the City insurance requirements is attached as **Exhibit E**.

8. **INDEMNITY.** THE CONSULTANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, JUDGMENTS, LOSSES, LIENS, COSTS, EXPENSES, ATTORNEYS' FEES AND ANY AND ALL OTHER COSTS, FEES AND/OR CLAIMS OF ANY KIND OR DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT OR SERVICES PROVIDED UNDER THE AGREEMENT OR FROM ITS NEGLIGENCE OR WILLFUL ACT WHETHER SUCH ACT BE BY THE CONSULTANT OR ITS DESIGNEE. THE CITY, AS A GOVERNMENTAL ENTITY IN THE STATE OF TEXAS, SHALL NOT INDEMNIFY THE CONSULTANT.
9. **Release by Consultant.** The Consultant releases, relinquishes and discharges the City, its elected officials, officers, directors, agents, employees, representatives and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense, for any injury to or death of any person (whether employees of either party or other third parties) and any loss or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the work it performed under this Agreement. This release shall apply regardless of whether the claims, demands and/or causes of action are covered in whole or in part by insurance.
10. **Dispute Resolution.** If either the Consultant or the City has a claim or dispute, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.
11. **Ownership of Documents.** The City shall retain ownership of all associated work products and documentation obtained from or created by the Consultant pursuant to this Agreement. Consultant shall deliver all documents or other work product to the City upon request, including original versions if so specified in the request.
12. **Payment Terms.** All payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Consultant within thirty days after of receipt of a correct invoice for services. The Consultant may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for

payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Consultant concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Consultant and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the invoice is not mailed to the City in accordance with Agreement.

13. **Termination for Convenience.** The City shall have the right to terminate this Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Consultant shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Consultant, to the extent of funds appropriated or otherwise legally available for such purposes, for all services performed and obligations incurred prior to the date of termination.
14. **Termination for Cause.** In addition to the termination rights described above, either party may terminate this Agreement effective upon written notice to the other if the other breaches any of the terms and conditions of this Agreement and fails to cure that breach within thirty (30) days after receiving written notice of the breach. In the event of an incurable breach, the non-breaching party may terminate this Agreement effective immediately upon written notice to the breaching party. In addition to all other remedies available under law and in equity, the City may remove the Consultant from the City's Vendor list in the event that this Agreement is terminated for cause and any offer submitted by the Consultant may be disqualified for up to three (3) years.
15. **Non-Appropriation.** This Agreement is a commitment of City's current revenues only. It is understand and agreed that the City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the city does not appropriate funds sufficient to purchase the services. The City may terminate for non-appropriation by giving the Consultant a written notice of termination at the end of its then current fiscal year.
16. **Notices.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly, or sent via electronic means, addressed to the appropriate party at the address set forth below:

Notice to the Consultant:

Notice to the City:

City of Georgetown
ATTN: City Manager
P.O. Box 409
Georgetown, Texas 78627
_____@georgetown.org

With a copy to:

City of Georgetown
ATTN: City Attorney
P.O. Box 409
Georgetown, Texas 78627
_____@georgetown.org

17. **Independent Contractor.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership or joint venture. The Consultant's services shall be those of an independent contractor. The Consultant agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Consultant shall not be within protection or coverage of the City's Worker Compensation insurance, Health Insurance, Liability Insurance or any other insurance that the City, from time to time, may have in force.
18. **Force Majeure.** The City and the Consultant will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither the City nor the Consultant shall be held responsible for inability to perform under this Agreement if such inability is a direct result of a force substantially beyond its control, including but not limited to the following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God, or the public enemy.
19. **No Waiver.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.
20. **Nondiscrimination.** The Consultant, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Sub-consultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by any federal, state or local law.
21. **Right to Audit.** The Consultant agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all Consultant records related to the performance under this Agreement. The Consultant shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Consultant are resolved, whichever is longer.

22. **Advertising and Publicity.** Consultant shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into the Agreement, except to the extent required by applicable law.
23. **Confidential Information.** Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the Confidential Information of the other party except and only to the extent necessary to perform under this Agreement or as required by the Texas Public Information Act or other applicable law. Confidential Information shall be designated and marked as such at the time of disclosure. Each party agrees to secure and protect the other party's Confidential Information in a manner consistent with the maintenance of the other party's confidential and proprietary rights in the information and to take appropriate action by instruction or agreement with its employees, consultants, or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section. The provisions of this paragraph shall survive the term of the Agreement.
24. **Contractor Certification regarding Boycotting Israel.** Pursuant to Chapter 2270, *Texas Government Code*, Contractor certifies Contractor (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
25. **Contractor Certification regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*], Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
26. **Severability.** This Agreement is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Agreement if it can be given effect without the invalid parts.
27. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas. Venue shall be located in Williamson County, Texas.
28. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and any subsequent successors and assigns; provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Consultant without the prior written consent of the City. Any attempted assignment or delegation by the Consultant shall be void unless made in conformity with this Paragraph.
29. **Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant.
30. **Entire Agreement.** This Agreement, with all exhibits, includes the entire agreement of the City and the Consultant and supersedes all prior and contemporaneous agreements between the parties, whether oral or written, relating to the subject of this agreement.

EXHIBIT A

THE CITY OF GEORGETOWN

{NAME OF CONSULTING FIRM}

_____, _____

Name, Title

Date Signed: _____

Date Signed: _____

Approved as to form:

_____, Asst. City Attorney

Exhibit A
Scope of Services

EXHIBIT A

Exhibit B
Supplemental Provisions

EXHIBIT A

Exhibit C

Payment Terms

[SELECT ONE OF FOLLOWING OPTIONS]:

Compensation is based on **actual** hours of work/time devoted to providing the described services. The Consultant will be paid at a rate of \$_____ per hour, or at the rates per service or employee shown below. The City will reimburse the Consultant for **actual**, non-salary expenses at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 1.03 of this Agreement (\$_____).

The Consultant must submit **monthly** invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

Expenses shall be reimbursed as follows:

[INSERT SPECIFIC PROVISION FOR EXPENSES]

-OR-

Payment is a fixed fee in the amount listed in Section 4 of this Agreement. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City.

Schedule of Payment for each phase:

[INSERT PAYMENT SCHEDULE HERE]

Exhibit D

Insurance Requirements

I. The Consultant agrees to maintain the types and amounts of insurance required in this Agreement throughout the term of the Agreement. The following insurance policies shall be required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Workers' Compensation
- D. Professional Liability

II. For each of these policies, the Consultant's insurance coverage shall be primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City *before* work commences.

III. General Requirements Applicable to All Policies.

- A. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
- B. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
- C. "Claims made" policies are not accepted, except for Professional Liability insurance.
- D. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Georgetown.
- E. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
 - 1. The insurance company is licensed and authorized to do business in the State of Texas
 - 2. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
 - 3. All endorsements and coverages are included according to the requirements of this Agreement
 - 4. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment

- F. The City of Georgetown, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

V. **Commercial General Liability** requirements:

- A. Coverage shall be written by a carrier rated “A: VIII” or better in accordance with the current A. M. Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000 per occurrence per project for bodily injury and property damage with a \$2,000,000 annual aggregate limit.
- C. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- E. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.
- F. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

VI. **Business Automobile Liability** requirements:

- A. Coverage shall be written by a carrier rated “A:VIII” or better in accordance with the current Best Key Rating Guide.
- B. Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- C. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- D. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

VII. **Workers' Compensation Insurance** requirements:

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Consultant, the Consultant, *all* employees of any and all subconsultants, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer's policy (the Consultant's, or subconsultant's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subconsultant does not have his or

her own policy and a coverage agreement is used, Consultants and subconsultants *must* use that portion of the form whereby the hiring Consultant agrees to provide coverage to the employees of the subconsultant. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Consultant may not be used.

- B. The workers compensation insurance shall include the following terms:
1. Employer's Liability limits of \$1,000,000 for each accident is required.
 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 3. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

VIII. Professional Liability requirements:

- A. Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- B. Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City upon request.
- C. For "claims made" policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.

Exhibit E
Certificate of Insurance

EXHIBIT A

City of Georgetown, Texas
Water Utility Board
April 8, 2021

SUBJECT:

ITEM SUMMARY:

FINANCIAL IMPACT:

..

SUBMITTED BY:

Thomas Glab, Board Chair