

ORIGINAL

CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089858-22-V, Public Power Feasibility Study

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089858-22-V, Public Power Feasibility Study (Contractor).

RECITALS

On or about 2/9/2022, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to provide public power and municipalization consulting services as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

1.3 Contract Administrator. The Sustainability and Mobility Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Heather Werner, Deputy Director
1200 Third Ave, Ste 1800
(858) 492-5082
hwerner@sandiego.gov

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of three (3) years beginning on the Effective Date. City may, in its sole discretion, extend this Contract for two (2) additional one (1) year period(s). Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Service beginning on the Effective Date. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

ARTICLE III COMPENSATION

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$3,000,000.00.

Contractor must immediately inform the City when the cumulative value of work done under this Agreement exceeds eighty percent (80%) of the total compensation authorized in this paragraph, or when it reasonably appears to Contractor that the cumulative value of work done under this Agreement may exceed the total compensation authorized in this paragraph within forty-five (45) days. The City is not required to pay more than the maximum amount authorized.

ARTICLE IV WAGE REQUIREMENTS

4.1 Reserved.

ARTICLE V CONTRACT DOCUMENTS

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

1st Any properly executed written amendment to the Contract

2nd The Contract

3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any

4th Contractor's Pricing

5.4 **Counterparts.** This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 **Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

CITY OF SAN DIEGO
A Municipal Corporation

NewGen Strategies and Solutions, LLC
Proposer

BY:



225 Union Blvd., Ste. 450
Street Address

Print Name:

Claudia C. Abarca
Director, Purchasing & Contracting Department

Lakewood
City

720-633-9514
Telephone No.

October 18, 2022
Date Signed

dyanke@newgenstrategies.net
E-Mail

BY:

DocuSigned by:
Dave Yanke
C85CFF8DD38E4CA

Signature of
Proposer's Authorized
Representative

Dave Yanke
Print Name

President & CEO
Title

4/1/2022
Date

Approved as to form this 19th day of

OCTOBER, 2022.
MARA W. ELLIOTT, City Attorney

BY:


Deputy City Attorney

**EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS**

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. No pre-proposal conference will be held for RFP.

1.4.1 Reserved.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A - Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted

by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Reserved.

2.6 Licenses as required in Exhibit B.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

Tab C - Cost/Price Proposal (if applicable). Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

6. Reserved.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$\left(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}\right) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100)) \times 60 = 57$ points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

3. Escalation. An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Reserved.

3.3 Mandatory Interview/Oral Presentation. The City will require proposers to interview and/or make an oral presentation if one or more proposals score within five (5) points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within five (5) points or less of the highest scoring proposal will be asked to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

MAXIMUM
EVALUATION
POINTS

A. Responsiveness to the RFP.

1. Requested information included and thoroughness of response

20

	MAXIMUM EVALUATION POINTS
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.	
3. Technical Aspects	
B. Staffing Plan.	15
1. Qualifications of personnel adequate for requirement	
2. Availability/Geographical location of personnel for required tasks	
3. Clearly defined Roles/Responsibilities of personnel	
4. Documentation proof for Staff who have passed/cleared any security background checks	
C. Firm's Capability to provide the services and expertise and Past Performance.	45
1. Relevant experience of the Firm and subcontractors	
2. Previous relationship of firm and subcontractors on similar projects	
3. Specific experience in regulated electric utility infrastructure and markets	
4. Specific experience on public power or other municipalization transactions subject to California Public Utility Commission authority	
5. Other pertinent experience	
6. Location in the general geographical area of the project and knowledge of the locality of the Project	
7. Past/Prior Performance	
8. Capacity/Capability to meet The City of San Diego needs in a timely manner	
9. Reference checks	
D. Price.	10
E. Mandatory Interview/Oral Presentation.	10
1. Thoroughness and Clarity of Presentation	
SUB TOTAL MAXIMUM EVALUATION POINTS:	100
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	112

*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

D. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all proposers of its intent to award a Contract in writing.

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results

may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

E. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

4. Reserved.

5. Reserved.

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

**EXHIBIT B
SCOPE OF WORK**

A. OVERVIEW

The City of San Diego Department of Sustainability and Mobility is requesting proposals to enter into an agreement with a consulting firm to provide as-needed professional technical, economic, and policy consulting services supporting critical, time-sensitive City Public Power Feasibility Study. The study will be executed in phases based on findings and direction of the Mayor's Office and City Council following the completion of report(s) identified for each phase.

B. CORE REQUIREMENTS AND DELIVERABLES

Consultant core requirements and deliverables include, but are not limited to the following:

1. Creating Reports related to the process, costs, risks, and opportunities for the municipalization of the energy infrastructure assets of San Diego Gas & Electric (SDG&E) in the City of San Diego. Reports shall include, but are not limited to:
 - 1.1 the full process and timeline for municipalization of the energy system including: the monetary, regulatory, and to purchase assets from SDG&E; the internal processes necessary to establish a municipal utility; timelines for decision point throughout both processes; any critical changes to the relationship with other load serving entities (CCAs, Direct Access providers, etc.);
 - 1.2 fiscal and operational analyses including: upfront costs for the processes identified in (1) prior to purchase of system; informed analysis of the value of SDG&E system prior to full system appraisal; debt financing method(s) / options to purchase, impacts of methods and options, borrowing capacity, impact on city's financial rating, etc.; financial and operational risk assessment/sensitivity analysis such as insurance requirements specific to California and necessary staffing actions; rate analysis & revenue;
 - 1.3 analysis of City's ability to operate an electric utility, gas utility, or both including: analysis of like-sized municipalities that have explored municipalization in last 20 years including process, timing, outcomes, costs; analysis of combining gas and electric systems vs. municipalizing one and not the other;
 - 1.4 non-fiscal opportunities and risks for city operations and budget, energy consumers, historically underserved communities, and grid operators, taking account of multiple variables including, but not limited to, the electrification goals in buildings and transportation per the City's Climate Action Plan; the current electricity undergrounding program; changes in regulatory oversight structure; expansion of distributed energy technologies; wildfire safety responsibilities; physical and cyber security requirements, etc.; and
 - 1.5 Areas and items for more detailed investigation and analysis in subsequent phases based on both reports and analyses and on guidance from the Mayor's

Office, City executives and members of City Council, such as system appraisal(s), engineering studies, workforce impact studies, etc.

- 1.6 Develop adjunct materials such as report synopses, presentations for City Council and/or committee meetings, and any additional briefing materials as identified by City staff.
2. Facilitate meetings between City of San Diego staff and other municipalities who have previously investigated or pursued municipalization for discussion on process, risk, opportunities, and other lessons learned.
3. The core requirements and deliverables in this section are contingent upon Mayoral and or Council approval based on findings of the report(s) in the core requirements and deliverables listed under section 1 above. Therefore, at the direction of City staff, Contractor may perform detailed appraisal of SDG&E electric and/or gas systems for use by City Finance, Debt Management, and other related departments.
 - 3.1. Includes participation in meetings with potential financing partners; and preparation of technical assessments and financial reports as identified to meet due diligence and other financing requirements.

C. QUALIFICATIONS AND EXPERIENCE

Proposers shall provide the following information to enable the City to evaluate the Proposer's qualifications and experience:

1. A minimum of ten (10) years of recent experience providing as-needed professional technical, economic, public utility, and policy consulting services.
2. Contractor shall provide a list of a minimum of two (2) projects (successfully completed and / or in progress) that the Contractor has undertaken within the past ten (10) years related to the specifications described herein.
3. Specific Experience: Identify the individual(s), key personnel including name, title and relevant experience, which will be responsible for overall account management.
4. Provide a brief description of the Proposer(s) approach to the development of work plans or strategies for similar clients in the past.

D. PROPOSERS IMPLEMENTATION PLAN

Proposers shall provide a phased Contract implementation plan proposing procedural, operational steps, technical approach, and milestones of how Contractor intends to provide the work plan with specified deliverables as previously specified. A revised Contract phase schedule may be required from the Proposer(s) within ten (10) calendar days of the City's notification of provisional award.

E. REFERENCES

Proposer must demonstrate that they are able to perform the work as specified in this RFP. The City reserves the right to contact references not provided by the Proposer. References

shall be submitted on the Contractor Standards Pledge of Compliance form attached to this RFP. Proposer cannot provide a current City of San Diego staff member as a reference. If a City staff member is provided, the Proposer will be required to provide an additional reference.

Proposer is required to state all subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each Subcontractor on the form attached to this RFP.

The City shall rely on references as part of the evaluation process. The City reserves the right to take any or all of the following actions: reject a proposal based on an unsatisfactory reference(s), to contact any person or persons associated with the reference, to request additional references, to contact organizations known to have used in the past or currently using the services supplied by the Proposer or the Proposer’s Subcontractors (as listed in Contractor Standards Pledge of Compliance form attached to this RFP), and to contact independent consulting firms for additional information about the Proposer or the Proposer’s Subcontractors.

F. TECHNICAL REPRESENTATIVE

The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

E. PRICING SCHEDULE

Proposers shall submit pricing on the form and format provided herein, and in its entirety, to be considered responsive to this RFP. Any deviations from the Pricing Schedule may be considered non-responsive and unacceptable. Pricing shall be inclusive of all fees and costs associated with the cost of services as described in the RFP, including but not limited to support services and overtime, travel and any other expenses incurred in the course of representing the City, including any sub participation. No other charges will be considered.

Item No.	Description	Unit Cost
1	CONSULTING SERVICES	\$ _____/per hour

EXHIBIT C



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

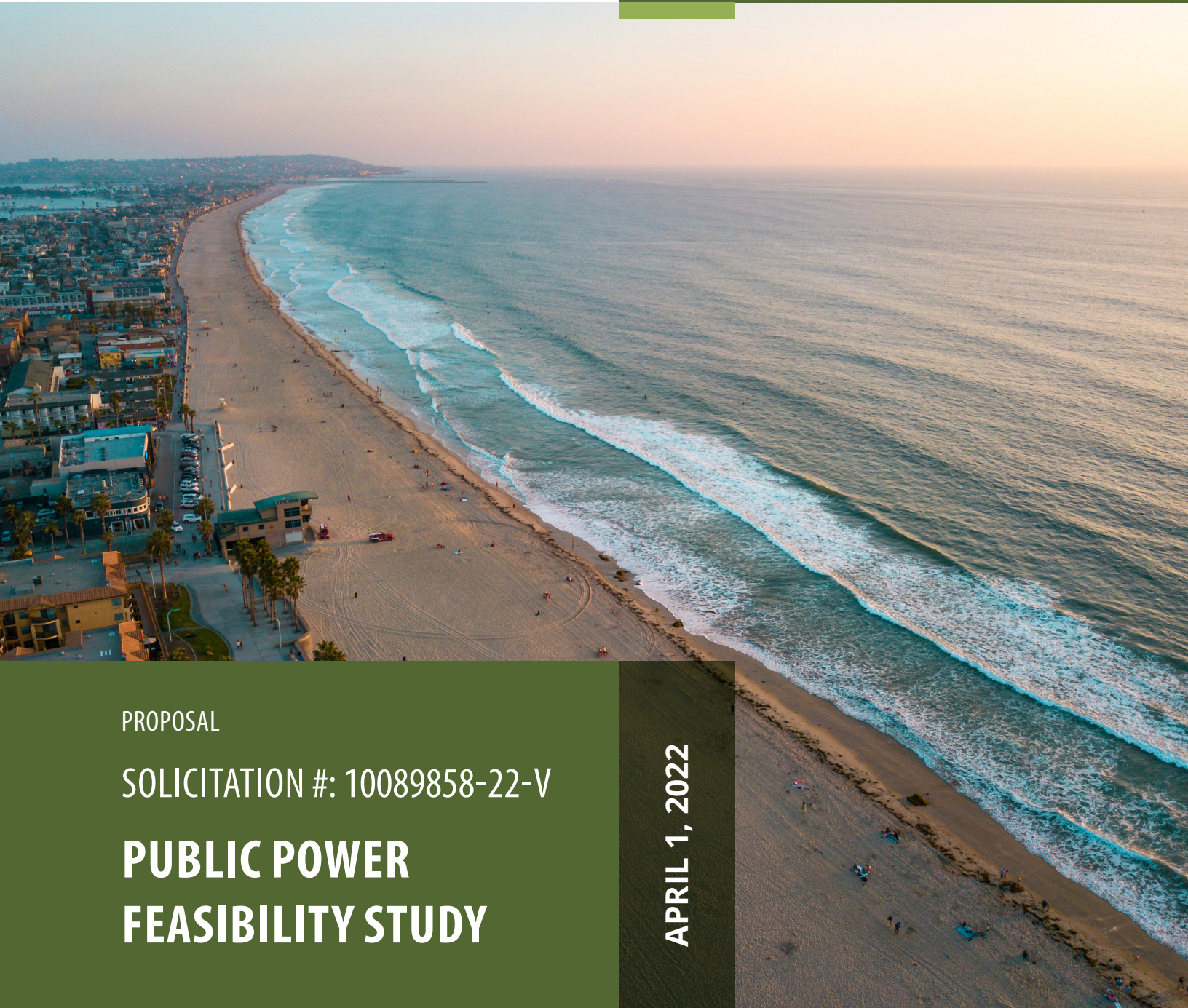
13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

NewGen Strategies & Solutions

www.newgenstrategies.net



PROPOSAL

SOLICITATION #: 10089858-22-V

PUBLIC POWER FEASIBILITY STUDY

APRIL 1, 2022



Prepared for:
Vanessa Delgado
Procurement Program Coordinator
Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101

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225 Union Boulevard
Suite 450
Lakewood, CO 80228
Phone: (720) 633-9514

April 1, 2022

Ms. Vanessa Delgado, Procurement Program Coordinator
City of San Diego, California
Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101

Subject: The City of San Diego
Solicitation #: 10089858-22-V – Public Power Feasibility Study

Dear Ms. Delgado:

NewGen Strategies and Solutions, LLC (NewGen) is pleased to submit this proposal to provide a Public Power Feasibility study to the City of San Diego, California (the City) in response to the Solicitation #10089858-22-V. Our Project Team, which includes Bell Burnett & Associates (BB&A) and Siemens Power Technologies International (Siemens PTI) as subconsultants, is comprised of industry professionals that have served municipalities and the electric and gas utility industry throughout their careers. Our professionals working on this project have earned the trust of municipalities of all sizes and locations. We share an acute appreciation of the relationship between governing bodies, utilities, and their customers—especially the understanding of how these relationships can become tenuous in the face of economic, environmental, and political challenges.

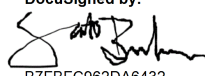
Our project team provides the City expertise in electric and gas utility valuation and appraisals, financial feasibility analyses, utility franchise agreements, electric and gas infrastructure engineering services, and an in-depth knowledge and experience with California regulations and energy policy. NewGen, BB&A, and Siemens PTI (Project Team) have proven experience for cities and utilities in California for many years.

NewGen has received Addenda A and B of the solicitation. The completed and signed RFP signature page for the most recent addendum is provided in Tab A of this proposal.

Thank you for the opportunity to submit this proposal. We look forward to working for the City on this project. If you have questions concerning this proposal or would like additional information, please contact me at (720) 259-1762 or sburnham@newgenstrategies.net.

Sincerely,

NewGen Strategies and Solutions, LLC

DocuSigned by:

B7FBFC962DA6432...
Scott Burnham
Partner

DocuSigned by:

CE5CFF5DD30B4CA...
Dave Yanke
President & CEO



TAB A: SUBMISSION OF INFORMATION AND FORMS

SOLICITATION #: 10089858-22-V

PUBLIC POWER FEASIBILITY STUDY

Contract Signature Page

The completed and signed Contract signature page is provided on the following page.

Requested Exceptions

NewGen does not have any exceptions to the Scope of Work, the Contract, or the Exhibits as they relate to the Request for Proposal (RFP).

Completed Required Forms

As required in the RFP, the following forms are included in the following pages:

- Contractor Standards Pledge of Compliance Form
- Equal Opportunity Contracting Forms
- Consultant Award Tracking Form

Addenda

NewGen has received Addenda A and B of the solicitation. The completed and signed RFP signature page for the most recent addendum is provided in Tab A of this proposal.

K. Statement of Subcontractor & Suppliers

Siemens PTI – Scope of Work and Dollar Amounts

Required Form K. Statement of Subcontractor & Suppliers, on page 9 of 12 of Section titled City of San Diego Contractor Standards Pledge of Compliance, included in the Request for Proposal (RFP) for Public Feasibility Study Solicitation 10089858-22-V has been completed based on our good-faith estimate of the scope of work cited in the RFP that Siemens PTI will hold responsibility. Should there be changes to the requested scope of work following agreed contracting, Siemens PTI will provide an updated cost estimate and will not proceed to fulfill without express written agreement between the parties. The total contract estimate provided therein is for the initial three-year contract term.

BB&A – Scope of Work and Dollar Amounts

Required Form K. Statement of Subcontractor & Suppliers, on page 9 of 12 of Section titled City of San Diego Contractor Standards Pledge of Compliance, included in the Request for Proposal (RFP) for Public Feasibility Study Solicitation 10089858-22-V has been completed based on our good-faith estimate of the scope of work cited in the RFP that BB&A will hold responsibility. Should there be changes to the requested scope of work following agreed contracting, BB&A will provide an updated cost estimate and will not proceed to fulfill without express written agreement between the parties. The total contract estimate provided therein is for the initial three-year contract term.

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A*.

A. BID/PROPOSAL/SOLICITATION TITLE:

The City of San Diego

Solicitation # 10089858-22-V Public Power Feasibility Study

B. BIDDER/PROPOSER INFORMATION:

NewGen Strategies and Solutions, LLC

Legal Name		DBA	
225 Union Blvd., Ste. 450	Lakewood	CO	80228
Street Address	City	State	Zip
Scott Burnham, Partner	(720) 259-1762	(720) 633-9535	
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City,
or
- directing or supervising the actions of persons engaged in the above activity.

Scott Burnham	Partner
Name	Title/Position
Golden, Colorado	
City and State of Residence	Employer (if different than Bidder/Proposer)
Project Manager and Member/Owner of NewGen - Prepared and submitted this proposal, and will negotiate contract.	
Interest in the transaction	

Tony Georgis	Managing Partner - Energy
Name	Title/Position
Golden, Colorado	
City and State of Residence	Employer (if different than Bidder/Proposer)
Senior Advisor and Member/Owner of NewGen - Negotiate contract in event Mr. Burnham is unavailable.	
Interest in the transaction	

Michael A. Bell	Principal
Name	Title/Position
Sacramento, CA	Bell Burnett & Associates
City and State of Residence	Employer (if different than Bidder/Proposer)
Principal - Facilitated in the preparation of the submitted proposal.	
Interest in the transaction	

R. Alexander Burnett	Principal
Name	Title/Position
San Francisco, CA	Bell Burnett & Associates
City and State of Residence	Employer (if different than Bidder/Proposer)
Principal - Facilitated in the preparation of the submitted proposal.	
Interest in the transaction	

Nelson Bacalao	Principal Consultant
Name	Title/Position
Houston, TX	Siemens Power Technologies International
City and State of Residence	Employer (if different than Bidder/Proposer)
Principal - Facilitated in the preparation of the submitted proposal.	
Interest in the transaction	

Dave Yanke	President & CEO
Name	Title/Position
Austin, TX	
City and State of Residence	Employer (if different than Bidder/Proposer)
Member/Owner of NewGen - Signed proposal and will negotiate contract alongside Mr. Burnham.	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
 Yes No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
 Yes No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
 Yes No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: _____ State of incorporation: _____

List corporation's current officers: President: _____
 Vice Pres: _____
 Secretary: _____
 Treasurer: _____

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: Yes No

If **Yes**, after what date: _____

Is your firm a publicly traded corporation? Yes No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If Yes, please use Attachment A to disclose.

Please list the following: Authorized Issued Outstanding

- a. Number of voting shares: _____
- b. Number of nonvoting shares: _____
- c. Number of shareholders: _____
- d. Value per share of common stock:

Par	\$	_____
Book	\$	_____
Market	\$	_____

Limited Liability Company Date formed: 08/28/2012 State of formation: Colorado

List the name, title and address of members who own ten percent (10%) or more of the company:

Anthony Georgis, Managing Partner, Energy, 225 Union Blvd., Ste. 450, Lakewood, CO 80228; Christopher Ekrut, Chief Financial Officer,
275 W. Campbell Rd., Ste. 440, Richardson, TX 75080; David Yanke, President & CEO, 8140 North Mopac Expressway, Ste. 1-240,
Austin, TX 78759; Joseph Mancinelli, Partner and President Emeritus, 225 Union Blvd., Ste. 450, Lakewood, CO 80228;
Mike Lane, Sales Director, 49 Music Square West, Ste. 505, Nashville, TN 37203

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

Yes No

If Yes, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

Yes No

If Yes, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes No

If Yes, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

If Yes, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

Yes No

If Yes, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

Yes No

If Yes, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Chase

Point of Contact: Kurt Kuehn, Relationship Manager

Address: 100 N. Central Expressway, Ste. 100, Richardson, TX 75080

Phone Number: (972) 680-7368

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

- 9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: B2019018614 Year Issued: 2021

F. PERFORMANCE HISTORY:

- 1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If Yes, use Attachment A to explain specific circumstances.

- 2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

- 3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If Yes, use Attachment A to explain specific circumstances.

- 4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If Yes, use Attachment A to explain specific circumstances.

- 5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If Yes, use Attachment A to explain specific circumstances.

- 6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

- 7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: San Francisco Public Utilities Department

Contact Name and Phone Number: Theresa Cho, Deputy City Attorney (415) 554-6549

Contact Email: Theresa.Cho@sfcityatty.org

Address: Office of City Attorney, 1 Dr Carlton B Goodlett Pl., San Francisco, CA 94102

Contract Date: March 2019 - Ongoing

Contract Amount: \$ 646,000.00

Requirements of Contract: Utility Appraisal and Valuation Services

Company Name: South San Joaquin Irrigation District

Contact Name and Phone Number: Peggy M. O'Laughlin (408) 293-4300

Contact Email: pmo@matteoni.com

Address: Matteoni, O'Laughlin & Hechtman, 848 The Alameda, San Jose, CA 95126

Contract Date: 1) Nov. 2013 - May 2016 2) May 2015

Contract Amount: 1) \$180,000 2) \$50,000

Requirements of Contract: (1) Appraisal of Electric System (2) Litigation Support

Company Name: City of Boulder, Colorado

Contact Name and Phone Number: Kathy Haddock, Senior Counsel, (303) 441-3873

Contact Email: haddockk@bouldercolorado.gov

Address: Boulder City Attorney's Office 1777 Broadway, 2nd Floor, Boulder, CO 80302

Contract Date: January 2013 - July 2020

Contract Amount: \$ 231,760.00

Requirements of Contract: Valuation for Electric Distribution Study

G. COMPLIANCE:

- In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
 Yes No

If Yes, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

- In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

- 1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

- 2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

- 3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

- 4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes No

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

- 1. Are you a local business with a physical address within the County of San Diego?

Yes No

- 2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes No

Certification # _____

- 3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # _____
- b. Woman or Minority Owned Business Enterprise Certification # _____
- c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? Yes No If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Siemens Power Technologies International (Siemens PTI), a division of Siemens Industry, Inc.

Address: 400 State Street, Schenectady NY 12305

Contact Name: Bernardo Fernandes Phone: +1 (518) 698-9558 Email: Bernardo.fernandes@siemens.com

Contractor License No.: N/A DIR Registration No.: N/A

Sub-Contract Dollar Amount: \$ 764,209.00 (per year) \$ 2,292,627.00 (total contract term)

Scope of work subcontractor will perform: Strategic planning

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Bell Burnett & Associates

Address: 17695 Overlook Court E, Plymouth, CA 95669

Contact Name: Mike Bell Phone: 2092176358 Email: mike@bbaconsult.net

Contractor License No.: C4566390 DIR Registration No.: N/A

Sub-Contract Dollar Amount: \$ 50,000 (per year) \$ 150,000 (total contract term)

Scope of work subcontractor will perform: Risk assessment

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. **TYPE OF SUBMISSION:** This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Dave Yanke, President & CEO

DocuSigned by:

Dave Yanke

4/1/2022

CE5CFE5DD3084CA...

Name and Title

Signature

Date

City of San Diego
CONTRACTOR STANDARDS
Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.
Print in ink or type responses and indicate question being answered.

Sacramento Municipal Utility District
Paul Lau, Chief Executive Officer and General Manager, 916-732-5830
paul.lau@smud.org
6201 S Street, Sacramento, CA 95817
Contract date: 2004-2005
Annexation of Yolo County

City of Lincoln
Jennifer Hanson, City Manager, 916-434-2490
jennifer.hanson@lincolnca.gov
600 6th Street, Lincoln, CA 95648
Contract date: February 2020
Energy Option Reports

City of Rocklin
Steven Rudolph, City Manager, 916-625-5583
steven.rudolph@rocklin.ca.us
3970 Rocklin Road, Rocklin, CA 95677
Contract date: February 2020
Energy Option Reports

San Diego County Water Authority
Brent Fountain, Principal Engineer, 619-390-2310
bfountain@sdcwa.org
4677 Overland Avenue, San Diego, CA 92123
Contract date: January 2020
Alternatives Analysis for Energy Advisory Services

City and County of San Francisco Local Agency Formation Commission
Barbera Hale, Assistant General Manager, Power Enterprise, 415-554-1510
bhale@sfgwater.org
525 Golden Gate Avenue
San Francisco, CA 94102
Contract date: 2003-2004
Multiple Studies

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Dave Yanke, President & CEO

Print Name, Title

DocuSigned by:
Dave Yanke
CE5CFE5DD30B4CA

Signature

4/1/2022

Date



EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED CONTRACTOR IDENTIFICATION

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: NewGen Strategies and Solutions, LLC

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 225 Union Blvd., Ste. 450

City: Lakewood County: Jefferson State: CO Zip: 80228

Telephone Number: 720-633-9514 Fax Number: 720-633-9535

Name of Company CEO: Dave Yanke

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: N/A

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: Limited Liability Company Type of License: _____

The Company has appointed: Chris Ekrut

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 275 W Campbell Rd, Suite 440, Richardson, TX 75080

Telephone Number: 972-232-2234 Fax Number: 972-680-2007 Email: cekrut@newgenstrategies.net

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of NewGen Strategies and Solutions, LLC
(Firm Name)

Jefferson, Colorado hereby certify that information provided
(County) (State)

herein is true and correct. This document was executed on this 30 day of March, 2022

DocuSigned by:
Chris Ekrut

(Authorized Signature)

Chris Ekrut

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2NAME OF FIRM: NewGen Strategies and Solutions, LLCDATE: 3/30/2022OFFICE(S) or BRANCH(ES): 225 Union Blvd., Ste. 450, Lakewood, CO 80228COUNTY: Jefferson

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--------------------------------------|---|
| (1) Black or African-American | (5) Native Hawaiian or Pacific Islander |
| (2) Hispanic or Latino | (6) White |
| (3) Asian | (7) Other race/ethnicity; not falling into other groups |
| (4) American Indian or Alaska Native | |

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial														
Professional	1		1	1		1					21	13		
A&E, Science, Computer														
Technical														
Sales														
Administrative Support						1					1	7		
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	1	0	1	1	0	2	0	0	0	0	22	20	0	0
--------------------	---	---	---	---	---	---	---	---	---	---	----	----	---	---

Grand Total All Employees

47

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: NewGen Strategies and Solutions, LLC

DATE: 3/30/2022

OFFICE(S) or BRANCH(ES): 225 Union Blvd., Ste. 450, Lakewood, CO 80228

COUNTY: Jefferson

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column	0	0	0	0	0	0	0	0	0	0	0	0	0	0
--------------------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Grand Total All Employees 0

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---



Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1, 3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

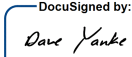
CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: NewGen Strategies and Solutions, LLC

Certified By Dave Yanke Name Title President & CEO

DocuSigned by:

 0E56FF5DB90B4CA...
 Signature Date 4/1/2022



THE CITY OF SAN DIEGO

CONSULTANT AWARD TRACKING FORM

Consultant Award Tracking Form: The purpose of this form is to track the cumulative amount of money awarded to both architectural and engineering (A&E) firms and non-A&E firms; and to ensure that the cumulative amount of money awarded to consultant does not exceed \$250,000 for non-CIP funded contracts and \$1,000,000 for CIP funded contracts in a fiscal year including this contract. If this cumulative award limit is exceeded, inclusive of this contract award, Council approval is required.

A copy of this form must be attached to forms Mayoral Action PA-2625, Mayoral Action 1544, Council Action 1472 and Purchase Orders for processing.

THIS SECTION TO BE COMPLETED BY CITY STAFF

Date: _____ Department Name: _____

City Project Manager: _____

Name of Firm: _____

Project Name: _____

Contract or Amendment Amount: \$ _____

Appropriate approval authority:

- Mayoral Action PA-2625
 Mayoral Action 1544
 Council Action 1472
 Purchase Order

THIS SECTION TO BE COMPLETED AND REVIEWED BY CONSULTANT

The City reserves the right to disqualify any Consultant if this tracking form is not completely and accurately executed prior to the contract award.

If it is determined subsequent to the contract award that this tracking form was not accurately executed, the underlying contract will be illegal and deemed void if awarded without Council approval and it is beyond the limits set in Municipal Code Section 22.3207. In such an instance, the City shall not be responsible for any losses or damages which may result from the void contract and reserves the right in its sole discretion to award the contract to another consultant.

Dollar amount awarded to the consultant by the City of San Diego this fiscal year (July 1 through June 30) including this contract or amendment: \$ _____

I hereby certify that I am an authorized representative of:

NewGen Strategies and Solutions, LLC

(Name of Firm)

and that I have read and understand this form this 1 day of April 2022

By Dave Yanke (DocuSigned by: Dave Yanke)

Dave Yanke

(SIGNATURE of Authorized Representative)

(PRINTED name of Authorized Representative)

POST IN CONSPICUOUS PLACE OR KEEP ON PERSON

CITY OF SAN DIEGO * CERTIFICATE OF PAYMENT OF BUSINESS TAX

Certificate Number: **B2019018614**

Business Name: **NEWGEN STRATEGIES AND SOLUTIONS LLC**
Business Owner: **NEWGEN STRATEGIES AND SOLUTIONS LLC**
Business Address: **225 UNION BLVD #305
LAKEWOOD CO 80228-1874**

**NEWGEN STRATEGIES AND SOLUTIONS LLC
LAUREE KIELY
275 W CAMPBELL RD #440
RICHARDSON TX 75080-8006**

Primary
Business Activity: **MANAGEMENT CONSULTING SERVICES**

Secondary
Business Activity:

Effective Date: **09/01/2021**
Expiration Date: **08/31/2022**

PLEASE NOTIFY THE CITY TREASURER'S OFFICE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION



TAB B: EXECUTIVE SUMMARY AND RESPONSE TO SPECIFICATIONS

SOLICITATION #: 10089858-22-V

PUBLIC POWER FEASIBILITY STUDY



THE CITY OF SAN DIEGO

REQUEST FOR PROPOSAL:

10089858-22-V

PUBLIC POWER FEASIBILITY STUDY

APRIL 1, 2022

Submitted by:



In Association with:

SIEMENS

BB & A

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EXECUTIVE SUMMARY

The City of San Diego (the City) is preparing to embark on a potentially historic and ambitious endeavor to create a municipally owned and operated utility serving electric and gas customers. This opportunity is both an exciting and challenging undertaking, which will require a comprehensive strategic approach and detailed tactical steps. Any municipalization strategy must evaluate and address the financial, operational, regulatory, and political challenges in the face of vehement opposition from the incumbent provider. Municipalization is not easy; it will require substantial resources and a long-term commitment that will likely last for years. There are a multitude of cautionary tales in California and throughout the country that can provide critical lessons which the City should consider in its strategic analysis. Having a team that is fully versed in these challenges is critical because any excitement should be tempered by the reality of establishing a municipal utility on the scale envisioned by the City. That is why we have created a dedicated project team of professional independent utility consultants that is deeply experienced and recognizes the substantial value that can be created through City-owned utility operations.

NewGen Strategies and Solutions, LLC (NewGen) is a nationally recognized management and economic consulting firm that provides strategic guidance, insight, and analysis to local governments to implement public policy goals and objectives as they relate to their utility operations. For this assignment, we have teamed with historic partners at Bell Burnett, and Associates (BB&A) and Siemens Power Technologies International (Siemens PTI). Collectively, we will provide financial, technical, and engineering insight to the City on this project. The NewGen Team has been involved with a variety of municipalization efforts, including those for San Diego, CA; San Francisco, CA; Boulder, CO; Chicago, IL; South San Joaquin Irrigation District, CA; and others. Boulder's lengthy and contentious battle with its incumbent utility, while falling short of a new municipal utility, did achieve many of its objectives for renewable power. Our combined team efforts offer the City with a variety of "lessons learned" in its own pursuit of its strategic efforts.

We will bring our combined experiences, analytical abilities, and technical understanding to benefit the City for this Public Power Feasibility Study (Study), which includes the following:

- Lead consultant on the San Diego Electric and Gas Franchise Agreements Technical Consultant engagement for the City
- Understanding of the process and timelines for municipalization
- Analysis of fiscal and operational requirements for municipal utilities
- Organizational development/assessment capabilities for municipal governments
- Certified utility appraisers, engineering assessments, workforce impact analysis
- Access to network of entities which have evaluated or are evaluating municipalization efforts
- Provide access to potential financing partners and detailed financing assessments
- Ability to prepare technical assessments and financial reports
- Executive-level experience for municipal utilities in California
- Development of cost of service and rate designs for electric and natural gas utilities
- Development and support of testimony before public utilities commissions

More broadly, our daily activities include supporting public entity clients with analysis and financial insight regarding the cost structures of utility operations and the reality of retail rate design. Our clients trust us to assist them in their strategic plans by providing independent and unbiased opinions and recommendations. We will bring our collective expertise and experience to the City's efforts to support, analyze, and evaluate the proposed Study.

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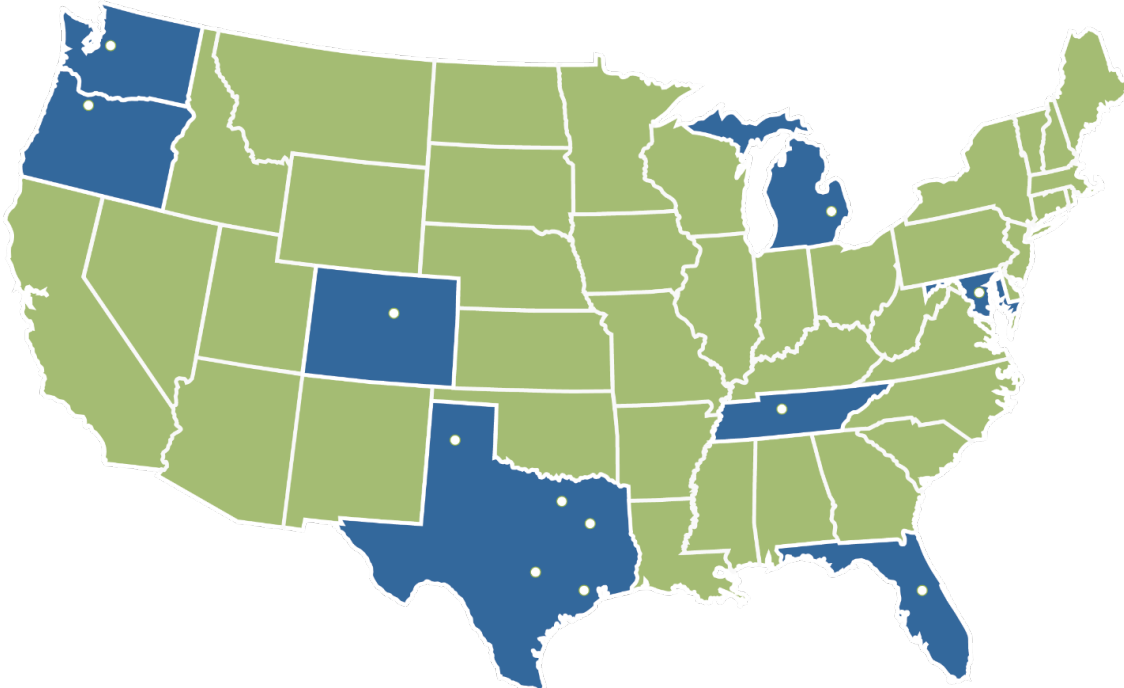
QUALIFICATIONS AND EXPERIENCE

NewGen Strategies and Solutions – Firm Profile

NewGen Strategies and Solutions, LLC (NewGen) is a management and economic consulting firm specializing in serving the utility industry and market. Established as a Limited Liability Corporation in August 2012, NewGen primarily serves public sector utilities and provides nationally recognized expertise in load forecasting, utility cost of service and rate design studies, financial feasibility studies, municipalization efforts, depreciation and appraisal studies, litigation support for state and federal regulatory proceedings, utility financial planning, and stakeholder engagement for electric, water, wastewater, solid waste, and natural gas utilities.

NewGen was created by consultants who are dedicated to our clients’ missions and recognized as experts in our respective fields of service. **“Thoughtful Decision Making for Uncertain Times”** succinctly describes our capability to provide our clients solutions and recommendations tempered with our keen insight into the growing role of stakeholders, resource availability (including renewables), environmental concerns, cost of providing utility services, and economic conditions. This ensures an integrated approach to delivering our products and services.

NewGen employs over 48 professional and administrative staff, with 12 ownership members and a Board of Directors. Our current staff has the capability to work on simultaneous assignments, and we have the capacity to add staff and/or expand support from a network of teaming partners, if needed. NewGen has 12 offices located nationwide.



The NewGen Project Team maintains 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.

Siemens Power Technologies International – Firm Profile

Siemens Power Technologies International (Siemens PTI) is a division of Siemens Industry, Inc. (SII). Our core expertise is strategic consulting and power system analyses, both technical and economic. Our analyses provide network planning insights that enable our clients to make technical and economic business decisions regarding the performance, operation, and expansion of their systems.

Founded in 1969 in Schenectady, NY, Siemens PTI is a world leader in power systems analysis. Siemens PTI has a legacy of world-renowned engineering experience and innovative software and technology to assist our clients who face fast evolving and highly complex issues. Our comprehensive offerings include Consulting, Software Solutions, and Education working together to addressing a wide range of power system engineering and planning needs. Siemens PTI is the developer of PSS®E, a widely used and trusted power flow and stability software platform with which many of the world’s electric systems are planned and operated.

Our internationally renowned experts, software portfolio, technical education course offerings, long-standing expertise in advanced power system technologies, and financial strength form a unique basis for developing state-of-the-art, vendor-agnostic solutions to ensure the highest reliability and efficiency of your power systems. Our portfolio of consulting services spans the spectrum of power system analysis from the most basic traditional studies to the most complex and challenging technical studies. Siemens PTI assists clients with the modeling of the most current and emerging technologies, with NERC reliability audit compliance, as well as smart grid system planning, including microgrids and distribution automation.

We are an industry leading power system studies consultancy that provides solutions on transmission and distribution planning to the power industry. Siemens PTI has performed planning studies for both transmission and distribution voltage levels, generation interconnection studies, wind integration, and storage interconnection studies for transmission and distribution systems across the globe. These studies include steady-state, stability, dynamic, and production costs analyses. The production cost analysis adds a central element in the assessment of the transmission for the integration of renewable resources and storage. These studies go beyond the classical reliability analysis and identify the benefits that new transmission brings in the reduction congestion and operating costs, which are compared with the associated capital costs to calculate Benefit to Costs (B/C) ratios. The analysis also typically includes the consideration of classical “wired” transmission and non-wires solutions for short- and long-term time horizons.

Siemens PTI has supported utilities, power agencies, and cities for more than four decades in developing plans to meet the evolving needs of the industry. We have excelled as industry leaders and bring an unmatched team to address client needs. Each of our senior staff has at least 20 years’ experience working in U.S. and global energy and power markets that equips us with the commercial and technical knowledge needed to provide decision-makers with sophisticated, insightful perspective on market analytics and planning, risk drivers and management, and utility business model transformation. As such, we have continuously refined our planning methods over time to help clients address critical decisions in an increasingly uncertain environment. Increasingly, utilities are being asked to go beyond least cost solutions to balance cost objectives with several competing priorities, such as price stability, environmental stewardship, reliability, resiliency, and the increasing need for flexible operation. Siemens PTI has experts well versed in quantifying the tradeoffs and risks across multiple objectives and selecting the short-, medium-, and long-term plan that best meets all objectives over a wide range of potential future conditions.

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Bell Burnett & Associates – Firm Profile

Bell Burnett & Associates (BB&A) is a management and strategic consulting firm serving the utility industry and public sector clients in the West, particularly in California. We offer an independent development, review, and assessment of strategic plans and initiatives. We are former Chief Financial Officers, financial advisors, and bankers, so we understand the complexities that our clients face, especially for municipalization programs that face a myriad of complex business, operational, and risk issues. These issues are particularly acute in the infancy of any public power program and identifying and addressing these policy considerations is one of the strengths of BB&A.

Our approach centers on taking a long-term and holistic view by identifying costs and risks and building sustainable solutions designed to enhance our clients' fiscal health and mission. Long-term fiscal stability is the lens we use to develop successful programs. We are willing to, and have on numerous occasions, looked at innovative strategies outside of the traditional box, but only do so with a firm understanding of the risk and policy implications. This philosophy is particularly relevant for municipalization programs in California where we have often witnessed a limited set of tactical decisions put in place prior to evaluating fundamental strategic considerations that are often more important to long-term success.

BB&A brings all the necessary capabilities and resources to work with the City to analyze program risk and alternatives, including the financial and policy implications of funding such a program. We believe projects like this require the diverse and complimentary set of skills our team offers. On the one hand, the requisite technical skills in terms of financial modeling to build and assess a business plan are needed. This includes evaluating risks through rigorous stress testing. On the other hand, a business plan without the ability to build stakeholder consensus is not particularly valuable. Much of the work that BB&A executes surrounds communication with key stakeholders and decision makers to address how and why we have arrived at our recommendations.

Mike Bell will be the primary point of contact for the City on this assignment, but our full team and their expertise will work on this assignment. With over 40 years of both utility management and consulting experience, Mr. Bell brings extensive expertise and a demonstrated track record working for and on behalf of publicly owned utilities, including public power and water agencies, municipalities, and public agencies as well as greenfield municipalization. Past experience includes serving as Assistant General Manager for Anaheim Public Utilities, CFO for the Southern California Public Power Authority, and Interim Executive Director of the California Municipal Utilities Association. Mike has led several engagements recently helping local communities in California to assess their municipalization options, including Yolo County, the Yuba County Water Agency, City of Lincoln, City of Rocklin, San Diego County Water Authority, and South San Joaquin Irrigation District.

Mike will be assisted by Alex Burnett, the former Head of the West Coast for Public Finance at JP Morgan and former financial advisor with Public Financial Management, the nation's largest independent financial advisory firm, where he was a Managing Director and served for 15 years. Alex brings particular expertise in project development, including contract negotiation, financing, and the purchase and sale of assets for electric and water utilities. This expertise is particularly valuable in looking at financing alternatives, debt capacity, credit considerations, and interacting with financial counterparties to the extent the process gets that far, since Alex has served as both an advisor and principal in these large capital-intensive efforts. Complete resumes for Mike and Alex are found in Tab D.

RELEVANT PROJECT EXPERIENCE

Project Team Experience – NewGen

The NewGen Project Team is well qualified to provide the City of San Diego with the services identified in their Request for Proposals (RFP). As described herein, we have worked with over 100 locally-owned electric utilities and other entities in developing cost-based retail rates and rate programs. In addition, we have supported various intervenors in regulated rate cases regarding investor-owned utility power supply costs, revenue requirements, cost allocation, retail rate design, and other issues.

For this proposal, we have provided a summary of recent projects which demonstrate our wide-ranging expertise that is applicable to the needs of the City of San Diego. This includes the following:

- The development of testimony and analytical support for Community Choice Aggregators (CCAs), which obtain their own power supply sources but utilize an incumbent utility's delivery and billing systems
- The development of a power supply authority in Kentucky
- The evaluation of the feasibility of municipalization for the City of Chicago

City of San Diego, California | Electric and Gas Franchise Agreements Technical Consultant (2019–2020)

The City of San Diego's franchise agreements with San Diego Gas & Electric (SDG&E) to provide electric and gas utility services to customers in the City were due to expire in January 2021, and the City is required by Charter to put the electric and gas franchises out for bid when the existing franchise agreements expire. NewGen was selected by the City to perform a study to evaluate the City's options with respect to the future franchise agreements, which included the option for municipal ownership and operation of the electric and gas systems. NewGen led the project team which included MRW & Associates and Advisian-Worley Group. Services provided include:

- Conduct a high-level valuation of existing electric and gas distribution utility infrastructure owned by SDG&E within the City.
- Develop a range of estimates around the capital costs associated with severing the electric and natural gas systems located within the City from the rest of SDG&E assets.
- Prepare a financial analysis and recommendations regarding purchase of the electric and gas distribution utility systems by the City, including departing load costs and prospective finance costs through bonds or other mechanisms, as an alternative to granting franchises.
- Perform a benchmarking study of the 20 most populous cities in California and five cities outside California to compare franchise fees for electric and gas services and assess best practices for setting franchise fees, including incentive and enforcement mechanisms used by other cities.

Results of the NewGen team's work were summarized in a report and presentation to the City Council. Data in the report were used by the City and its franchise consultant to develop the Invitation To Bid for the electric and gas utility service franchises. The report is available here:

https://www.sandiego.gov/sites/default/files/san_diego_electric-gas_franchise_agmt_consultant_report_updated.pdf

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San Francisco Public Utilities Commission | 2021 Power Rates Study and Utility Valuation Services (2019–Ongoing)

The San Francisco Public Utilities Commission (SFPUC) is a multi-faceted organization operating in a complex environment with myriad stakeholders. SFPUC's Power Enterprise combines the operations of its Hetch Hetchy Power systems with CleanPowerSF, its CCA utility; however, each enterprise is operated as a separate financial entity. SFPUC engaged NewGen to initiate system-wide rate strategies going forward that will ensure rate equity, revenue recovery, and the stability of its operations by conducting a comprehensive review of the costs, revenues, and rate structures for both enterprises. The resulting Cost of Service (COS) and Rate Design Study (Study) was designed to provide the information that SFPUC and the City and County of San Francisco need to make the best decisions going forward.

SFPUC's focus on its Charter-mandated rate study is to update its Hetch Hetchy Power rate structures to address its specific operating profile and strategically incorporate its first-ever rate study for CleanPowerSF. Hetch Hetchy Power provides 100% carbon-free generation to serve its wholesale customers, the City's municipal departments, as well as an incremental retail customer base. This Study includes funding for its systems infrastructure to support existing and future customers. CleanPowerSF is at an inflection point; the program has successfully launched across the City and now must consider its resource mix and business plans as it moves forward, which includes a goal of 100% carbon-free energy by 2030. While CleanPowerSF has successfully served its growing retail load, critical decisions loom in terms of asset development and systems investment.

NewGen supported SFPUC's needs for this Study through a strategic combination of its nation-wide rate setting skills and experience with the local specific expertise of BB&A. The NewGen Project Team has a long history of working with municipal entities on a variety of critical financial and economic issues, as well as direct applicable experience with the Hetch Hetchy Power and CleanPowerSF entities. The objective for this Study was to provide strategic insight while providing SFPUC rate models for its future use. We applied sound and proven methodologies to SFPUC's load data to support cost allocation methodologies for the development of equitable cost-based rates. The resulting COS model evaluated various functional, classification, and class allocation factors to align with the methodologies selected in consultation with SFPUC. The fully allocated base rates are designed to be incorporated into a stand-alone Rate Design model, which will provide SFPUC the ability to evaluate changes in rate structures and levels by developing a rate impact histogram of all customers within each customer class. The Study is currently ongoing, and the intent is the development of rates and rate structures that are supported by analysis that is fair, equitable, and consistent with applicable regulatory mandates and specific SFPUC policy requirements.

NewGen is also providing utility valuation services under the direction of the City Attorney's office regarding the value of Pacific Gas & Electric (PG&E) owned electrical distribution and related transmission facilities necessary to provide electricity service to end-users within the City and County of San Francisco (City). NewGen prepared a preliminary valuation of PG&E electrical distribution and transmission assets in the City in 2019. The City made two formal offers to purchase the PG&E assets which PG&E rejected. In July 2021, the City filed a petition with the California Public Utilities Commission (CPUC) to value the PG&E assets the City intends to acquire and to fix the just compensation to be paid for those assets pursuant to Public Utility Code section 1401-1421. NewGen continues to provide utility valuation services to the City as it seeks to acquire PG&E assets in the City to operate as a municipal electric utility.

City of Chicago | Municipalization Feasibility Study (2020–2021)

The City of Chicago, Illinois (Chicago or the City) contracted with NewGen to conduct a preliminary investigation into the establishment of a municipal electric utility (MEU) to serve the residents and businesses of the Chicago Commonwealth Edison Company (ComEd), a wholly owned subsidiary of Exelon Corporation, which currently provides retail electric services to the City. The intent of this Preliminary Feasibility Study was to determine if the City should continue with its efforts to establish a locally controlled MEU. This includes the development of a financial feasibility analysis as well as a review of the City’s public policy objectives as they relate to the electric utility operations in the City.

NewGen developed a financial pro forma cash flow model to determine the financial feasibility of creating a MEU for the City. The financial model estimates the cash needs of the City’s electric utility. The projected operating revenues (i.e., the utility’s revenue requirement) are designed to recover the utility’s costs for operations, capital investments, and debt service, as well as any margin required to meet its financial obligations. In addition to evaluating the financial feasibility of a municipally-owned electric utility, there are alternatives to municipalization that may be consistent with the City’s goals and supportive of its overall public policy objectives. The project was completed in September 2020 and a report is available at the City’s website:

https://www.chicago.gov/city/en/depts/dgs/supp_info/SCOPE_OF_SERVICE_MUNICIPALIZATION_FEASIBILITY_STUDY.html

Kentucky Municipal Energy Agency (KyMEA) | Power Supply Planning and Formation of a New Energy Agency (2015–Ongoing)

NewGen led a team of industry experts in assisting a group of 12 municipal clients through the examination of existing power supply arrangements, potential alternatives, and the development of a preferred future strategy. The ongoing engagement includes the following activities:

Wholesale Power Contracts and Rates:

- Review of Federal Energy Regulatory Commission (FERC)-regulated annual formula rate adjustments including fixed and variable costs associated with capital investments, environmental compliance, construction work in progress, allowance for funds used during construction, fuel costs, purchased power, and operations.
- Assist in negotiation of contract terms and conditions including consideration of reduction in return on equity, stranded cost provisions, interruptible load credits, change in depreciation method, and an annual true-up mechanism to address regulatory lag.
- Conduct annual review of transmission supplier’s Open Access Transmission Tariff (OATT).

Strategic Power Supply Planning:

- Provide ongoing assistance related to wholesale power rates, power supply contract, and transmission service arrangements.
- Conducted initial assessment of clients’ energy competitiveness, costs, and risks.
- Assisted clients’ management teams and boards in the development of a long-term power supply and delivery strategy. This wide-reaching scope of work included the evaluation of legacy power supply arrangements and the selection of a preferred future strategy for generation ownership, transmission service arrangements, and interconnection facilities.

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- Examined organizational and governance alternatives and probable economic and operational benefits.
- Provided support to the municipal group throughout a complex business decision to terminate long-standing power supply arrangements with a major generation and transmission company.
- Currently assisting the municipal group in the development of a preferred generation resource portfolio including generation resources, purchase power agreements, and transmission service arrangements.

Power Agency Formation:

- As a result of power supply planning efforts, currently assisting the municipal group through the formation of a new power agency and development of entity creation, bylaws, governance, and member participation agreements. The agency is to be organized to provide a sound framework for members to own and operate electric generation and transmission facilities or to participate in projects with private or other public utilities, and to issue bonds to defray the cost of acquiring, constructing, and equipping electric generation facilities.
- Provide project financing support including preparation of feasibility studies, development of a long-term pro forma financial analysis, and preparation of a comprehensive economic analysis for future rating agency review.
- In 2014, the group decided to give Kentucky Utilities (KU) notice to terminate their power supply contracts effective 2019. NewGen, along with a team of advisors and legal support, facilitated the creation of KyMEA by assisting with the establishment of regulatory processes, development of the bylaws, and creation of participation agreements. Now fully formed, KyMEA provides a framework for its members to consolidate market power in executing purchased power agreements, obtaining power generation facilities, obtaining transmission service arrangements, and financing asset development, if needed. KyMEA is currently in the process of developing a preferred generation resource portfolio, developing agreements with counterparties, developing and executing agreements regarding other resources, and proceeding with transmission service arrangements. Implementation of KyMEA's power supply program went online in May 2019.

Joint Community Choice Aggregators | Expert Witness Services in PG&E General Rate Case and Power Charge Indifference Amount Determinations (2019–Ongoing)

NewGen was retained in early 2019 by the Joint Community Choice Aggregators (Joint CCA) to provide Expert Witness services in the Pacific Gas & Electric (PG&E) General Rate Case. The Joint CCAs also engaged NewGen to review PG&E's Energy Resource Recovery Account (ERRA) filings, the projected Power Charge Indifference Adjustment (PCIA) rates, and its compliance with the Portfolio Allocation Balancing Account (PABA). NewGen's review of PG&E's regulatory filings focused on issues affecting the competitive position of CCA product offerings, including proper functionalization of costs between utility functions, special tariff design (such as optional green tariffs or economic development rates), and non-bypassable rates charged to CCA customers after opting out of generation service from the investor-owned utility. NewGen witnesses filed expert testimony in the general rate case and ERRA/PCIA proceedings in support of the CCA issues.

The Joint CCAs include:

- CleanPowerSF

- Central Coast Community Energy
- East Bay Community Energy
- MCE Clean Energy
- Peninsula Clean Energy
- Pioneer Community Energy
- San Jose Clean Energy
- Silicon Valley Clean Energy
- Sonoma Clean Power

City of Decorah, Iowa – Preliminary Feasibility Study for Municipal Electric Utility (2017)

NewGen and its subconsultants were retained by Decorah Power, a not-for-profit entity developed to investigate the feasibility of creating a MEU in the City of Decorah, Iowa. The City is currently served by Alliant Energy through its regulated utility, Interstate Power and Light (IPL). Decorah Power is advocating the development of a MEU in Decorah for the purposes of local control, advancing renewable energy and energy efficiency programs, and creating an opportunity for a sound economic base for the City while providing reliable power to the citizens and businesses of Decorah.

The preliminary feasibility study provided a recommendation to the City based on an independent field assessment of the assets potentially to be acquired by the City, as well as the development of financial analysis of the costs to create and operate a MEU within the City. The preliminary financial analysis included an estimate of the Replacement Costs Less Depreciation (RCLD) value for the assets, as well as various power supply and transmission options. The benchmark for the preliminary feasibility analysis was the average retail rate for the estimated load within the area to be served by the MEU. The study was intended to support a City-wide public referendum to support an application to the Iowa Utilities Board (IUB), which is the public utilities commission in Iowa, to allow for a municipal acquisition of the IPL assets and operations. The referendum vote occurred on May 1, 2018, and the results indicated that almost half of the residents were in favor of moving forward with the municipalization effort. The City is in the process of determining how best to move forward.

City of Boulder, Colorado – Preliminary Municipalization Feasibility Study (2005); Valuation for Electric Distribution System (2012–2021)

NewGen has had a long history working for the City of Boulder, Colorado in its effort to municipalize the distribution assets of Public Service Company of Colorado (PSCO or Xcel Energy) within its city boundaries. Members of the NewGen Project Team initiated the City's most recent effort in 2004 with the development of a preliminary feasibility study, which included a physical review of the assets and the creation of estimated severance costs and stranded investment costs. After presenting the results of the feasibility Study to the Citizen's Committee, the City began its long endeavor to move forward with its objectives to own and operate an MEU. As these efforts continued, NewGen was retained in 2012 to develop an updated estimate of the value of electric distribution facilities the City sought to acquire from Xcel based on generally accepted appraisal approaches to valuation. NewGen continued to work with City managers and staff and engineers and legal counsel retained by the City to establish a municipal electric utility until 2020 when Boulder voters passed a measure for the City to enter into a new 20-year franchise with Xcel Energy. The terms of the franchise agreement, which was part of a larger settlement, establishes

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a new partnership between the City and Xcel Energy aimed at helping the City achieve its clean energy and climate goals, and includes provisions for the City to terminate the franchise if Xcel Energy fails to meet certain emissions standards.

CPS Energy, Texas – Various Projects (2013–Ongoing)

CPS Energy is the nation’s largest municipally owned energy utility providing both natural gas and electric service to customers in and around San Antonio, Texas.

Organizational Review & Executive Engagement Strategy Study

In 2019, NewGen conducted an Organizational Review of CPS Energy’s Operations Group. The high-level review included of a combination of document review and interviews with key Operations staff. The analysis identified best practices, areas for improvement, and recommended solutions.

Performed in parallel to the Organizational Review, NewGen conducted an Executive Engagement Strategy Study wherein several Operations Group meetings were observed, senior leadership was interviewed, and the staff were surveyed. The intent of the observations was to gain a better understanding of the “meeting culture” within the Operations Group. The interviews and corresponding analysis allowed NewGen to develop solutions and workshops that are aligned with the CEO’s vision.

NewGen is currently implementing a comprehensive organizational effectiveness program at CPS focused on team development, organizational alignment, communications/meetings within the organization, and leadership development.

Financial Process Due Diligence

In 2017, NewGen performed a Financial and Rate Making process assessment for CPS Energy to provide an independent review of CPS Energy’s Personnel, Succession Planning, and Organizational Structure areas (the Project) and to give a high-level review of CPS Energy’s practices, areas for improvement, and exposure in these areas.

The High-Level Requirements for the Project included: 1) Provide a review of CPS Energy’s financial planning and rate making process, including reviewing the development of critical inputs, communication and use of inputs, and resulting financial projections for use in rate making and budgeting; 2) Evaluate and recommend potential changes to the financial planning process, concentrating on improving reliability and performance; 3) Identify Organizational/Personnel Strengths, and Opportunities for Improvement and Exposure.

The Project Approach used included: 1) Onsite meetings with Management and staff including interviews and discussions; and 2) Project Reporting to identify areas reviewed, gaps identified, and recommendations for remediation. The project team was successful in identifying best practices CPS Energy is utilizing, areas to improve, and areas of risk exposure.

Financial Planning Services

CPS Energy retained the services of NewGen to develop a Corporate Financial Forecasting Model. To support informed financial decisions and consolidation of multiple financial tools, NewGen worked closely with CPS Energy staff to develop an integrated financial planning and reporting tool. The tool was designed to perform real-time scenario analyses and was integrated with existing budgeting, generation planning, and cost of service and rate models and reports. Interactive visual dashboards and custom

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reports summarize and communicate scenario results, sensitivities, and financial key performance indicators (KPIs) to facilitate senior management decisions.

NewGen conducted multiple planning workshops with CPS Energy finance and accounting staff to identify all the appropriate inputs to the planning model as well as to understand the desired output and model structure. NewGen's model is Excel based and utilizes Visual Basic for Applications (VBA) coding capable of running multiple real-time scenarios representing various business plans. The model has been integrated with CPS Energy's budgeting, cost of service (COS), and generation planning models, as well as other financial and operating inputs, and has a customized data input module that allows CPS Energy staff to automate the input of data using standardized forms and batch input.

A visual dashboard and other reporting mechanisms have been developed to optimize debt, rate, and capital funding options while calculating key financial performance and reporting metrics. The model allows CPS Energy to perform financial performance projections on a monthly basis for two years and annually for 25 years.

Key issues addressed during the project included:

- Automating the input of data.
- Streamlining the process for updating the financial model, saving CPS Energy staff considerable time.
- Creating scenario analysis tools that allowed comparison of multiple scenarios simultaneously within a single model as well as the ability to recall previously saved scenarios at any time.

One of the key impacts of the project was the creation of a custom dashboard that sits on the CFO's desktop, allowing her to review Key Performance Indicators in real time at any time.

NewGen was later engaged to train CPS staff to update and operate the financial model, including the development of scenarios, data input, and analysis of results.

Energy Risk Management Review

NewGen and Stonecroft Advisors reviewed issues concerning CPS Energy's financial risks and operational issues as they relate to hedging activities and transacting. Additionally, the team reviewed how these financial and operational risks were managed, assessed how the risk program could be integrated to support CPS Energy management's need to understand and manage risk on a consolidated basis. We assisted CPS Energy in defining a target state risk environment, helping to ensure that the risk management infrastructure would enhance the ability of management to make more informed business decisions.

South San Joaquin Irrigation District, Manteca, CA – Appraisal of Electric Distribution System (2006–Present)

NewGen staff have worked for South San Joaquin Irrigation District (SSJID) since 2006 (including while employed at R. W. Beck/SAIC) to assist SSJID in its efforts to acquire the electric distribution facilities in its service territory from Pacific Gas and Electric Company (PG&E). The SSJID service territory covers approximately 112 square miles and includes the cities of Escalon, Manteca, and Ripon, and portions of unincorporated San Joaquin County.

NewGen performed appraisals for SSJID in 2014 and 2015 to estimate the fair market value of the electric distribution facilities that SSJID wants to acquire from PG&E. The 2014 appraisal was performed in connection with a hearing before the San Joaquin County Local Agency Formation Commission (LAFCO)

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to approve SSJID's application to form a local municipal electric utility. In 2014, the LAFCO found that SSJID's business plan was sound and that SSJID has the ability to carry out its service commitments. The appraisal study was updated in 2015 and used by SSJID to establish the estimated fair market value of the facilities for the purpose of filing an eminent domain action. The appraisal report also identified estimated severance damages due to PG&E resulting from the separation of the electrical distribution facilities and compensation for the value of remaining PG&E substation facilities that may be impaired due to the transfer of customers and electric loads to SSJID. In 2016, SSJID filed to acquire PG&E facilities in its service territory through eminent domain; however, PG&E continued its efforts to have the 2014 LAFCO decision overturned, which is a necessary approval for SSJID to purchase the assets.

In December 2021, SSJID won a key decision when the Third District Court of Appeal validated the LAFCO's approval of SSJID's ability and authority to provide retail electric utility service to its customers. The decision also allows SSJID to move forward with the ability to provide those services by purchasing PG&E's facilities through the process of eminent domain. NewGen continues to provide appraisal and expert witness services to SSJID as it moves forward with the eminent domain proceeding.

Colorado Municipalities/Kissinger & Fellman, P.C. – Streetlight Appraisal and Expert Witness Services (2008–Ongoing)

NewGen has worked with the law firm of Kissinger and Fellman, P.C., since 2008 providing economic and technical consulting services to various municipal entities within the Denver, Colorado metropolitan area. These entities have sought to lower their energy bills and have more control over their streetlighting costs (and options) by evaluating the acquisition of the streetlight systems within their respective municipal boundaries. By aggregating the individual cities' efforts, NewGen (as R. W. Beck, as well as in its current form) and Kissinger & Fellman were able to optimize the value provided in its efforts. These efforts included developing a feasibility analysis with regard to cost options for streetlight acquisition and development of municipal streetlight electric utilities within the cities' existing public works departments.

NewGen performed appraisals for the Cities of Golden and Aurora, Colorado to determine the fair market value of streetlight facilities the cities sought to acquire from Xcel Energy. The cities want to acquire the streetlight facilities to reduce costs, improve service, and have greater local control. NewGen supported the cities and their legal counsel, Kissinger & Fellman, P.C., in negotiations with Xcel Energy to purchase the streetlights. The City of Golden purchased its streetlights from Xcel Energy in 2018. NewGen continues to support the City of Aurora in its efforts to acquire its streetlights from Xcel Energy.

Project Team Experience – Siemens PTI

South San Joaquin Irrigation District (SSJID) – Feasibility Study of the Acquisition of the Electric Distribution Business

The South San Joaquin Irrigation District (SSJID) has been engaged in a process that SSJID expects will lead to the District providing electric distribution service to the customers within its service territory, currently supplied by PG&E. Siemens PTI and essentially the same team proposed to carry out the work in this proposal, led by Dr. Nelson Bacalao, has been working with SSJID in this process starting from an initial evaluation of the feasibility of taking over from PG&E the distribution system that serves the cities of Manteca, Escalon, and Ripon as well as the intervening rural areas. In this initial assessment, Siemens PTI was responsible for: (a) performing a detailed inventory of the distribution facilities and substations to be acquired; (b) producing a detailed approximate spatial load forecast for locating new substations; c)

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producing several technically feasible configurations to provide transmission and distribution service to the acquired areas independently from PG&E, with increasing level of reliability; d) calculating the reliability of the system before and after the separation plan is implemented; (d) estimating the start-up capital costs to achieve separation; and (e) producing a medium-term system expansion plan and estimation of associated capital expenditures. This initial study and in particular the asset inventory, which was used by NewGen to estimate the fair market value of the distribution system, and the separation (also known as the severance plan) has been updated several times as the process of acquiring the assets from PG&E continues and is expected to restart this year, 2022, as the legal challenges of PG&E have been overcome and the process moves to discovery. Siemens PTI has provided technical testimony before the California LAFCO and SSIJD Board, and depositions before PG&E legal counsel.

A Large City on the US West Coast – Operational Readiness for Full Municipalization after Potential Acquisition of Distribution Assets

The City was considering expanding its operations and services by acquiring the electric utility assets from the local Investor-Owned Utility in order to provide bundled energy, transmission, and distribution service to all electric customers within the City boundaries.

As part of the City's due diligence for the proposed acquisition, the City Attorney's Office engaged Siemens Industry Inc. (Siemens) under a confidential agreement subject to non-disclosure terms and conditions to review and assess the City's operational capability to serve its existing electric customer base and redevelopment areas. In the course of the assessment, Siemens identified several improvements that would enhance the current operations to a future, improved state. These recommendations would be appropriate whether or not the City acquired the target assets. From this "Enhanced Current State," Siemens developed recommendations to further improve its foundational capabilities in preparation for the expanded utility operations. Siemens drafted a report that recommended the additional incremental changes needed to enable the City to successfully operate and maintain an expanded utility operation that includes the target assets and its electric customers within the City boundaries.

Columbia, Missouri Water and Light (CWL) – Integrated Resource Plan and Master Plan

Siemens PTI recently completed a Distribution Master Plan for the City of Columbia, Missouri. The Master Plan assessed the future needs of the system and determined the associated capital expenditures to provide for future load growth including the effects of Electrical Vehicles, Energy Efficiency impacts, and the interconnection of distributed generation (DER). Siemens PTI created a network model for the analysis in PSS[®]Sincal by converting the GIS data, which was then updated to reflect current and forecasted load, which was estimated using a spatial load forecast covering the entire CWL's service territory. Siemens PTI assessed system performance under normal and contingency conditions for the short (1 to 5 years), medium (10 years), and long-term (20 years), and performance violations were identified. Conventional solutions (new substation proposal, system reconfiguration, reconductoring, new feeder addition, etc.) were proposed to address the performance violations identified and ranked considering the severity and timing of the issues addressed. Additionally, non-wire alternatives such as solar generation (PV) and Battery Energy Storage System (BESS) were proposed and compared to conventional solutions for some specific areas. A capital expenditure budget was determined, and projects were also prioritized considering various criteria to allocate the budget between the projects effectively. The same team lead by Dr. Nelson Bacalao included in this proposal worked on this project.

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Lone Star Transmission – Connection of New Oil & Gas Loads to Big Country Electric Cooperative

Siemens PTI conducted a detailed distribution analysis of Big Country Electric Cooperative (BCEC) for Lone Star Transmission to assess the convenience of a new substation for the supply of new oil and gas (O&G) loads. This study considered two alternatives to provide electric service to the O&G loads and identify the alternative that results in the best balance between cost and reliability. Option 1 was a distribution solution based on reinforcing the existing distribution system and BCEC's existing substation's power transformers. Option 2 is the New Substation solution that considered a new centrally located substation connected to the Lone Star substation from which the new O&G loads would be partially served. For each option, the system was designed for reliable performance considering both normal and emergency conditions (feeder and substation failure) and the required investments determined. These investments were then used to determine the Capital Investment budget for each option and determine the cost of each alternative. Additionally, to aid in the decision-making, the capability of each alternative to serve additional load growth beyond that included in the base forecast of the O&G loads was provided. The same team lead by Dr. Nelson Bacalao included in this proposal worked on this project.

Dominion Energy – Integrated Generation, Transmission, and Distribution Services

Siemens PTI has recently completed a collaborative analysis of Dominion's generation, transmission, distribution, and DER planning systems, network models, processes, and organizations to define a roadmap for future changes to integrate these historically separate planning disciplines, including their planning software and system models. The team is now ready to embark on the implementation phase. Siemens PTI also teamed up with Dominion's integrated resource planning (IRP) leadership team in presenting the process at the Edison Electric Institute Conference and held joint webinars with the company on integrated generation, transmission, and distribution planning.

Siemens PTI is also supporting Dominion in creating an approach to capture through modeling the operational effects (e.g., adequacy and cost of regulation reserves) of increasing penetration of solar and the benefits of using storage to deal with these operational effects. Siemens PTI continues to support the firm in advancing modeling and analytic approaches to address emerging issues and incorporating such approaches in its regulatory submittals. Dr. Bacalao worked on this study.

Project Team Experience – BB&A

City and County of San Francisco Local Agency Formation Commission (SFLAFCO) – Multiple Studies

Mr. Bell was the lead consultant in two studies performed for SFLAFCO that evaluated the feasibility, valuation, cost, and steps necessary for the community to acquire the assets of the incumbent service provider through eminent domain. Members of the NewGen team worked with Mr. Bell on this project.

South San Joaquin Irrigation District (SSJID) – Multiple Studies

For many years Mr. Bell has evaluated and opined on efforts of SSJID to acquire the transmission and distribution systems within its service area. His work covered a broad base of subject matter including:

- Feasibility Analysis
- Valuation
- Business and Financial Planning

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- Risk Management
- Implementation Planning

Mr. Bell also served as a resource to the San Joaquin Local Agency Formation Commission in its Municipal Service Review/Sphere of Influence Plan. Members of the NewGen team worked with Mr. Bell on this project.

Sacramento Municipal Utility District (SMUD) – Annexation of Yolo County

Mr. Bell was the lead consultant in the feasibility analysis of potential acquisition of electric infrastructure serving the Cities of West Sacramento, Davis, Wheatland, and unincorporated Yolo County into the SMUD system. The evaluation included a full inventory of electric infrastructure serving the County, severance analysis, business and financial planning, and preparations for application to the Sacramento and Yolo County Local Agency Formation Commissions. Members of the NewGen and Siemens PTI team worked with Mr. Bell on this project.

Cities of Lincoln and Rocklin – Energy Options Reports

Mr. Bell prepared separate reports to these cities studying power supply options including forming stand-alone municipal utilities, greenfield development, forming a joint powers authority (JPA) with the City of Roseville Electric Utility, working with the incumbent electric service provider, collaboration with the local CCA, Pioneer Energy, and simply doing nothing. During the height of Public Safety Power Shutoffs, the cities were motivated to explore options to extricate themselves from the existing service provider to alleviate the harmful service interruptions that were not experienced in neighboring cities, such as Roseville and Sacramento. They were also interested in similar community and economic development benefits.

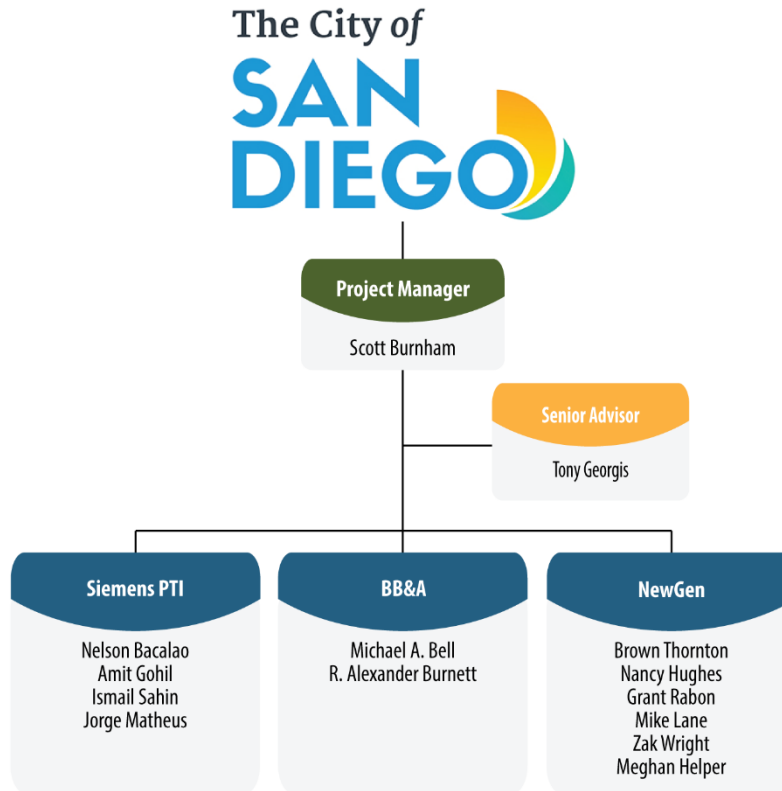
San Diego County Water Authority (Water Authority) – Alternatives Analysis for Energy Advisory Services

Mr. Bell provided technical and strategic support to the Water Authority through reviewing prior energy reports and documentation, strategies and decisions, and interactions with the incumbent service provider to Water Authority facilities. Based upon that analysis, various energy alternatives were evaluated including a benchmark status quo case, attempting to achieve Open Access via various means including bypassing the incumbent service provider, Direct Access through construction of substation facilities, and obtaining service through the Clean Energy Alliance CCA. Members of the NewGen team worked with Mr. Bell on this project.

Specific Experience

The Project Team consists of highly experienced financial, management, and engineering consultants. Team members have deep market leading experience in the development of complex COS and rate design studies, rate strategies, emerging rate designs, financial plans, standby rates, and stakeholder tools. Our proposed Project Team members are all highly respected professionals that bring pertinent industry experience and innovation to this project. A summary of our proposed project organization chart and team bios are provided below. Full resumes for the Project Team are provided in Tab D. Additional firm personnel may be utilized on the project, as needed.

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Scott Burnham, Partner | Project Role: Project Manager | Denver, CO | Phone: (720) 259-1762



Mr. Scott Burnham, Partner at NewGen, offers over 20 years of experience in the areas of project management, COSA and rate design, asset valuation, and financial feasibility analysis. Mr. Burnham leads efforts to create financial models that develop revenue requirements, cost allocation, financing for strategic capital and operating objectives, and rate/rate structure alternatives, ensuring our clients have reliable and defensible results. Additionally, Mr. Burnham routinely presents study findings and recommendations to utility management, boards, city councils, and other governing bodies. He has developed and reviewed pro forma financial models to determine projected revenue and costs associated with various projects and financing approaches for a variety of power generation facilities. Mr. Burnham is well-versed in cost allocation theories and methodologies, rate design concepts and approaches, and providing summary analyses and recommendations to industry clients.

Mr. Burnham co-leads the semi-annual Cost of Service and Rate Design class through EUCI, an industry conference organization, which is routinely attended by all types of utility stakeholders.

Tony Georgis, Managing Partner | Project Role: Senior Advisor | Denver, CO | Phone: (720) 633-9496



Mr. Tony Georgis is Managing Partner of NewGen's Energy Practice and brings more than 20 years of experience in engineering and economic analyses for the energy, water, and waste resources industries. His work includes various assignments for private industry, local governments, and utilities, including sustainability strategy, strategic planning studies, stakeholder engagement, financial and economic analyses, cost of service and rate studies, energy efficiency, and market research. Mr. Georgis

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has managed multiple utility cost of service and rate design studies including developing revenue requirements, unbundling costs, and classifying costs and allocation factors.

Nancy Hughes, Principal | Project Role: Senior Advisor – Valuation | Seattle, WA | Phone: (425) 605-5332



Ms. Nancy Hughes specializes in utility rates and regulation, depreciation, and valuation. She has testified as an expert witness on these issues before federal and state regulatory commissions, city councils, and courts of law, and has worked in the public utility industry since 1977. Ms. Hughes is an Accredited Senior Appraiser (ASA) of utility property and has performed appraisal studies to determine the value of a wide range of utility assets including electric, natural gas, water, wastewater, telecommunications, and solid waste property. These studies have been performed in connection with the sale and acquisition of property, eminent domain cases, property tax issues, fixed asset inventory development, and utility rate cases. Ms. Hughes has worked on numerous electric utility and streetlight municipalization projects during her career.

Ms. Hughes is a founding member of NewGen Strategies and Solutions, LLC (NewGen). Prior to joining NewGen, she worked for R. W. Beck and its successor firm, SAIC, for 30 years.

Brown Thornton, Principal | Project Role: Senior Advisor – Natural Gas | Nashville, TN | Phone: (615) 970-6382



Mr. Brown Thornton brings over 35 years of consulting experience in the energy and water infrastructure markets and was instrumental in development of the KyMEA (new power agency in Kentucky). He specializes in utility management, financial management and analysis, wholesale and retail rate studies, power supply and transmission service, and strategic business planning for municipal and consumer-owned utility clients. Mr. Thornton leverages his broad experience base to work with utility management and governing bodies in engagements involving strategic planning, examination of complex issues, and decision-making.

Prior to joining NewGen Strategies and Solutions, Mr. Thornton worked for MWH Global as Vice President; Americas Sector Leader, Energy (2 years); and R. W. Beck, Inc. (including its acquisition by SAIC) as Vice President of Utility Consulting and Principal (18 years). Earlier in his career, he worked in operations, project management, power delivery, and power contracts for the Tennessee Valley Authority, a major generation and transmission electrical utility (11 years).

Grant Rabon, Partner | Project Role: Lead Appraiser | Austin, TX | Phone: (512) 900-8232



Since 2005, Mr. Grant Rabon has managed electric, water, wastewater, natural gas, and solid waste utility projects designed to safeguard clients' financial integrity primarily through the performance of financial feasibility studies, valuations/appraisals, or comprehensive cost of service analyses. His educational background facilitates a unique understanding of the financial implications for technical projects. Further, he is one of less than 20 individuals in the nation with an Accredited Senior Appraiser designation in Public Utilities from the American Society of Appraisers.

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Mike Lane, Partner | Project Role: Organizational Development/Assessment Specialist | Nashville, TN
| Phone: (615) 970-7875



Mr. Mike Lane has been a management consultant for over 25 years, including experience in management, organizational development, operations, finance, and valuation. Mr. Lane's broad range of experience includes organizational assessments, team building, strategic and business planning, and business development, as well as financial and economic feasibility studies. Before starting his consulting career, he served as a submarine based nuclear power plant supervisor in the United States Navy and as an instructor at the U.S. Navy's Naval Nuclear Prototype Training Program in Ballston Spa, New York. Mr. Lane has an M.B.A. from the Jack Massey Graduate School of Business at Belmont University, a BBA from Belmont University, and an Associates in Applied Sciences in Nuclear Engineering Technology from Thomas Edison State College. He is an Accredited Facilitator of the Five Behaviors of Cohesive Teams workshops and an Authorized Partner of Wiley's The Five Behaviors Program.

Zak Wright, Senior Manager | Project Role: Analyst | Nashville, TN | Phone: (615) 645-4846



Mr. Zak Wright performs appraisals and assists with financial planning and rate analysis. Prior to joining NewGen, he worked as a Commercial Credit Analyst and has experience in corporate finance, pro forma financial analysis, financial modeling, underwriting, banking, and strategic and capital planning. He attained his Master of Business Administration from the Massey School of Business at Belmont University. Mr. Wright serves as the Treasurer/Secretary for the American Society of Appraisers Middle Tennessee Chapter.

Meghan Helper, Senior Consultant | Project Role: Analyst | Denver, CO | Phone: (720) 808-1589



Ms. Meghan Helper joined the firm as an Analyst in April 2019 and assists on COS and rate design projects with an emphasis on data driven analytics. Ms. Helper has a B.S. in Geophysical Engineering and an M.S. in Engineering and Technology Management, with areas of interest in Data Analytics and Project Management.

Michael A. Bell, Principal, Bell Burnett & Associates | Sacramento, CA | Phone: (209) 217-6358



Mr. Mike Bell brings 40 years of public sector experience as a public sector executive and consultant. Mr. Bell founded and served as the Principal for Michael Bell Management Consulting for the last 15 years. Prior to MBMC, he served as Principal and Senior Director of Client Services for RW Beck's electric, water, wastewater, and solid waste businesses in California. Mr. Bell has also served as Assistant General Manager and Economic Planning Manager for 20 years for Anaheim Public Utilities (CA) and City Water, Light and Power in Springfield, Illinois. Mr. Bell has successfully provided detailed financial plans to California utilities including the Imperial Irrigation District and Moulton Niguel Water District along with the city power and water utilities in Glendale, Pasadena, and Riverside, California, and the Federal Government's Bonneville Power Administration which provides power and transmission services to six western states and has over \$24.5 billion in assets and over \$3.6 billion in annual revenue.

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R. Alexander Burnett, Principal, Bell Burnett & Associates | San Francisco, CA | Phone: (415) 994-6750



Mr. Alex Burnett brings 30 years of public sector experience as both a banker and consultant, having served as Head of the West Coast for Public Finance at JP Morgan, a Managing Director at Citigroup, and a Managing Director at Public Financial Management, the nation's largest independent financial advisory firm serving the public sector, where he spent 15 years. In this capacity, Mr. Burnett worked on financial and strategic planning, balance sheet strategy, rate design, credit strategy and negotiation, and project delivery, and served as senior manager, co-manager, or advisor on transactions in excess of \$50 billion, including over \$600 million in transactions for the City.

Nelson Bacalao, Principal Consultant, Energy Market & Renewable Integration, Siemens PTI | Houston, TX | Phone: (713) 598-3856



Dr. Bacalao has over 35 years of extensive experience in providing technical and strategic consulting services to utilities, governments, regulators, independent project developers, and the financial community in the US and internationally. He combines a rigorous academic training in engineering and business with utility, government, and consulting experience in the technical, economic, and regulatory aspects of utility systems. Dr. Bacalao's core competencies are in the area of transmission planning and Integrated Resource Planning, with emphasis in recent years on the integration of renewable generation. Dr. Bacalao also provides expert testimony in support of regulatory processes and in particular the approval of IRPs by regulatory commissions.

Areas of expertise: Transmission planning, Capital Expenditure, and Integrated Resource Planning, with emphasis on the integration of renewable generation

Amit Gohil, Managing Director, Energy Business Advisory, Siemens PTI | Fairfax, VA | Phone: (571) 352-5352



Mr. Gohil has 20+ years of experience serving power and utilities, broader energy, and financial services industries. Mr. Gohil's areas of focus include supply portfolio optimization, commodity risk management, procurement planning and monitoring, financial analysis and modeling, long-term planning, and assisting clients to transform business processes, especially those related to energy trading and risk management. He has wide ranging experience and knowledge of power, natural gas, environmental, and Liquefied Natural Gas (LNG) markets in North America. Mr. Gohil has recent hands-on experience in assisting a municipal entity assess its operational readiness to own and operate a target utility's distribution assets and operations. He is also proficient in developing hedge programs to limit market risk exposure within desired tolerances, developing risk analytics, real asset valuations, and pricing of full-requirements contracts.

Mr. Gohil is also a certified Energy Risk Professional—a designation that he earned from Global Association of Risk Professionals (GARP). He has also passed the Chartered Financial Analyst (CFA) Level II exam.

Areas of expertise: Energy price valuation, asset valuation, portfolio optimization

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Ismail Sahin, Senior Consultant, Siemens PTI | Istanbul | Phone: +90 (530) 3266405



Mr. Sahin has 11 years' experience and has been heavily involved in power system analyses such as Distribution System modeling, analysis and especially load forecast, economic analyses, and planning and capital expenditure calculations in many regions of Turkey and the US. He has also performed Transmission system planning studies internationally, and technical-economical evaluations of energy storage devices in the distribution and generation side. He is an expert in Siemens PTI's electrical power system simulation software PSS®SINCAL and integration projects between GIS and PSS®SINCAL.

Additionally, Mr. Sahin is an instructor at Siemens Power Academy. He has taught various power system courses (basic and advanced) and PSS®SINCAL trainings to power system engineers internationally.

Areas of expertise: Model Development and Distribution Planning

Eng. Jorge Matheus, Electrical Engineer, Siemens PTI | Caracas | Phone: +58 (212)235-76-40



Eng. Jorge Matheus is an Electrical Engineer with over 40 years of professional experience. He has extensive experience performing Inventory, Diagnostics, and Planning of Distribution Systems for several companies. His experience includes the Inventory Pick-up, Network Drawings-Mapping (GIS-CAD), diagnostic and evaluation of the condition of the systems, planning, and spatial demand forecast in long, medium, and short terms, as well as substations scheme for technical, and economical studies. Additionally, he has experience performing Resistivity, Earthing & Grounding in substation and transmission lines studies.

Mr. Matheus specializes in transmission and distribution system planning. He performed spatial load forecast distribution planning with EV load and PV injection for Columbia, Missouri, Water and Light. He has also performed load forecast and spatial load allocation for more than 100 counties, 1,000 substations in North and South Carolina for Duke Energy. He was the lead engineer in charge of the inventory of PG&E assets in the SSJID assessment of feasibility of providing distribution service and supported the formulation of the severance plan. Mr. Matheus also led the production of the inventory and separation plan for a confidential client in the US West Coast. He led the distribution substation scheme technical and economic review for the City of Ciudad Bolívar. He was instrumental in completing various due diligence reviews of vertically integrated electric transmission and distribution utilities. He has performed numerous power flow analyses such as resistivity and grounding calculation in two-layered soil, insulated cable parameters and ampacity calculation, and Electromagnetic Field analysis for High Voltage Line Right of Way.

Areas of expertise: Spatial load forecast, distribution planning, and Substation Planning

SCOPE OF SERVICES

Consultant core requirements and deliverables include, but are not limited to, the following:

Task 0. Kickoff Meeting/Data Request/Project Strategy Document

Upon notice to proceed, key members of the NewGen Team will schedule a kickoff meeting with the key members of the City of San Diego Project Team. The purpose of the meeting will be to introduce team members; to review the scope of services to be conducted, including the proposed timeline and project

milestones; and to establish communication protocols for the Study. We propose to schedule bimonthly conference calls with the City's Project Team to facilitate completion of Study objectives and maintain project momentum. Prior to this kickoff meeting, the NewGen Team will review relevant data from the San Diego Electric and Gas Franchise Agreements engagement, as well as relevant filings and responses from SDG&E. From this review, the NewGen Team will create a data request for the City to obtain additional information, as necessary.

The kickoff meeting will provide an opportunity to discuss current data obtained from the ongoing stakeholder process and develop a Project Strategy document. The Project Strategy Document is a living document that will define the objectives of the Study as discussed in the kickoff meeting and as decided in the engagement Contract. Draft summary notes and action items from the kickoff meeting will be circulated to the City Project Team for review and comment, along with the initial Draft Project Strategy Document.

Task 0 Deliverables:

- In-person kickoff meeting (assuming no COVID-19 protocols in place)
- Data request
- Initial Draft Project Strategy document

Task 1. Evaluate Process, Costs, Risks and Opportunities

Task 1 will involve the development of reports and other analyses related to the process, costs, risks, and opportunities for municipalization of the SDG&E energy assets, including both the electric and natural gas delivery systems and associated infrastructure. Task 1 will consist of a series of sub-tasks as outlined below:

Task 1.1 Develop Municipalization Process/Timeline

The NewGen Project Team will develop a full process and timeline for municipalization of the energy systems. Working with the San Diego Project Team, we will create a realistic assessment of the monetary, regulatory, and internal processes required to purchase assets from SDG&E and establish municipal electric and natural gas distribution utilities. This will include, as informed from other tasks below, an assessment of the internal organization, Information Technology/Operation Technology (IT/OT) systems, and assets that the City must acquire or develop to become an effective municipal utility.

In this task we will develop the timelines for decision point throughout both processes for each utility separately (Gas/Electric) and combined (Gas & Electric). Our assessment will identify critical changes to the relationship with other load serving entities (including San Diego Community Power [SDCP]), as well as Direct Access providers, and other entities as appropriate.

Task 1.2 Conduct Fiscal and Operational Analysis

The NewGen Project Team will conduct an analysis of the fiscal and operational analyses associated with SDG&E asset purchase. This will include developing detailed upfront costs for the processes identified in Task 1.1 prior to purchase of system and the expected ongoing costs to maintain, operate, and expand the Electric and Gas systems. We will also provide a review and assessment to develop an informed analysis of the system assets prior to development of a full system appraisal. This task will include a review of debt financing method(s), including viable options for purchase and a review of the impacts of financing

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methods and options. We will review the City's existing and projected borrowing capacity and develop an estimate of the impact of the potential purchase on its financial rating. We will develop a financial and operational risk assessment and sensitivity analysis, such as recognition of insurance requirements specific to California and necessary staffing actions that would accompany the development of a municipal utility. This task will also develop a system-level unit rate analysis associated with municipal operations and the projected revenue requirements necessary to fund start-up operations, power supply, and ongoing capital in addition to the financing of the asset acquisition.

This is an area where the NewGen Project Team significantly differentiates itself. Our team brings the requisite proforma and rate modeling expertise, and in addition, our team is deeply steeped in municipal finance. Members of our team have worked on over \$50 billion of capital markets financings. In this capacity, we have worked on debt modeling, asset liability management, debt portfolio optimization, financing alternative analysis, credit strategy, and transaction implementation. Importantly, the NewGen Project Team has worked as both an advisor and principal in these areas, so we bring to the City a detailed understanding of how financial partners will evaluate and structure a potential transaction.

What this means is that the City will have the same information, strategic understanding, and quiver of different tactical steps as any investment bank or financial credit partner. This is critical because it turns any theoretical plan into an actionable plan. Providing the City with the demonstrated expertise and track record in the financial markets is a huge boost in maximizing the chance for success.

Task 1.3. Evaluate City Ability to Operate Utilities

Task 1.3 will include an analysis of City's ability to operate an electric utility, natural gas utility, or both as a municipal entity. This will include both a review of the Operations and Maintenance needs specific for the City of San Diego and an analysis of current like-sized municipal utilities that do offer these services, many of which the NewGen Project Team has worked for in the past. We will work with the San Diego Project Team in obtaining the information with respect to the system currently operated and maintained by SDG&E to inform an analysis of the expected requirements and costs for the key functions of:

1. System operations and operation technologies (OT)
2. Energy scheduling and settlements
3. Maintenance, asset management, purchasing, and inventory
4. Customer services, programs, metering and metering data management, billing, and collections
5. Information technologies and software systems
6. System planning, forecasting, risk management, capital improvements & engineering standards
7. Rates and regulatory compliance
8. Finance
9. Human resources, environmental, health and safety
10. Major accounts management and communications

The NewGen Project Team will structure its operations readiness assessment for the above functional areas considering at least the following primary perspectives such as:

- Standard processes and performance requirements

- Organizational and staff capability
- Facilities, equipment, and software systems/tools

Additionally, we will evaluate like-sized municipalities that have explored municipalization in the last 20 years including their processes, timing, outcomes, and ultimate costs. Again, the NewGen Team has been involved with many of these entities and can provide insight into their decision-making processes. This evaluation will also include an analysis of combining the natural gas and electric systems compared to municipalizing one system and not the other.

The evaluation will be based on a structured scoring mechanism that is based on the relative importance of the evaluated function, the magnitude of the gap (i.e., the degree of readiness), and the level of effort needed to acquire the full capability of owning and operating the target assets to be able to serve the City's customer base effectively and reliably. Using this structured scoring mechanism, the recommendations will be prioritized, and a road map will be developed in order to fully municipalize, as needed

Task 1.4 Determine Opportunities and Risks to City and Stakeholders

The NewGen Project Team will determine the non-fiscal opportunities and risks for City operations and budget, as well as impact to City stakeholders. These stakeholders will include energy consumers within the City and historically underserved communities as defined by the City. This analysis will include potential impacts to grid operators as well, and will focus on estimating the operational impacts and capital expenditures associated with the development of key programs such as:

1. Electrification goals in buildings and transportation per the City's Climate Action Plan and in general the decarbonization of San Diego
2. Electricity undergrounding program and drivers (growth, beautification, reliability)
3. Distributed Generation interconnection cost and cost recovery
4. Resiliency, wildfire safety, and operational risk
5. Load growth and new service connections
6. Regulatory compliance and oversight, NERC and CPUC Compliance including Physical Security and Cyber Security

Task 1.5 Conduct Additional Analysis as Requested

The NewGen team will be available to provide insight and analysis into which areas and items may require more detailed investigation and analysis in subsequent phases of the Study. These areas may come from the reports developed as part of this scope and/or from guidance received from the Mayor's Office, City executives, and members of City Council, as appropriate. Additional analyses may include development of an independent system appraisal for each utility's assets to be acquired. This would include a detailed severance plan designed so that the future City entity serves the customers within its municipal boundaries and SDG&E continues to serve its customers outside the City. This severance plan would utilize the same accepted planning criteria and quality of service metrics as currently adopted by SDG&E and the CPUC. This analysis would also include operational planning studies as requested, related to continued operations of the utilities, as well as analysis of workforce impact studies resulting from the creation of utility operations as part of the City or as an independent agency, and/or other analyses, reviews, and studies as requested.

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Task 1.6 Prepare Reports/Presentations

Task 1.6 will include the development of adjunct materials such as report synopses, presentations for City Council and/or committee meetings, and any additional briefing materials as identified by City staff. This may include attendance in person at these meetings and/or video conferences, depending on the requests of the City.

Task 1 Deliverables:

- Process and timeline evaluation summary
- Development of fiscal and operational analysis and assessment, including City's ability to operate utilities with prioritized recommendations and road map
- Determination of opportunities and risks to City and various stakeholders
- Updated Draft Project Strategy document

Task 2. Facilitate Meetings for City Staff

For Task 2, the NewGen Team will facilitate video conference and/or in-person meetings between the City of San Diego staff and other municipalities who previously investigated or pursued municipalization for a robust discussion on process, risk, opportunities, and other lessons learned. The NewGen Team will rely on its extensive experience to provide the City with access to the project managers of these efforts, as available.

Task 2 Deliverables:

- Facilitation of meetings with other entities considering municipalization
- Updated Draft Project Strategy document

Task 3. Asset Appraisal/Financing Partner Facilitation

The NewGen Team will be available to provide a detailed appraisal of the SDG&E electric and/or natural gas systems, contingent upon direction from the Mayor's Office and/or City Council approval based on the findings presented in Tasks 1 and 2, as appropriate. This detailed appraisal will be performed in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) and conducted by an Accredited Senior Appraiser (ASA) of utility property on NewGen's staff. Additionally, the NewGen Team will leverage its extensive contacts in the financial industry to identify and facilitate meetings with potential financial partners. This may include development and preparation of technical assessments and financial reports required to meet due diligence and other financing requirements.

One of the key components of the scope is arranging for "meetings with potential financing partners," as well as development of supporting technical reports to meet "due diligence and other financing requirements." The single greatest factor or consideration in interacting with potential financial partners is having someone that has been there before—not on a theoretical basis but based on actual transaction experience. Financing partners expect a certain level of credibility and want business terms, conditions, precedent, and structuring alternatives to be based on executable standards.

Members of the NewGen Project Team bring the specific transaction experience ranging from conducting financial analysis, to leading due diligence, to negotiating key terms and conditions. We have served as

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PUBLIC POWER FEASIBILITY STUDY
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an advisor, credit provider, or underwriter on over \$50 billion of transactions, including over \$600 million in transactions for the City itself in the utility and General Fund.

Task 3 Deliverables:

- Detailed appraisal of SDG&E assets upon request
- Facilitation of meetings with potential financing partners
- Updated Draft and Final Project Strategy document



TAB C: COST/PRICE PROPOSAL

SOLICITATION #: 10089858-22-V

PUBLIC POWER FEASIBILITY STUDY

**THE CITY OF SAN DIEGO
PUBLIC POWER FEASIBILITY STUDY
SOLICITATION #: 10089858-22-V**

COST/PRICE PROPOSAL

Item No.	Description	Unit Cost
1	CONSULTING SERVICES	\$280/per hour



TAB D: RESUMES

SOLICITATION #: 10089858-22-V

PUBLIC POWER FEASIBILITY STUDY

Scott **BURNHAM**

PARTNER

Mr. Scott Burnham joined NewGen Strategies and Solutions, LLC (NewGen) in April 2016. He offers over 18 years of experience in the areas of cost of service (COS) and rate design analysis, financial feasibility, asset valuation, and restructuring for electric utilities.

Mr. Burnham leads the comprehensive and independent review of cost of service and retail rate design practices for various electric utilities, including analyzing the impacts of net metering, feed-in tariffs, and ways to enhance fixed cost recovery in the face of increasing levels of distributed generation on clients' systems. Additionally, he has taught numerous classes on cost of service and rate design methodology, including courses for Electric Utility Consultants, Inc.

Mr. Burnham conducts acquisition, privatization, and competitive assessments, which includes the development and evaluation of financial models that provide clients with an assessment of the impacts associated with several technical and financial feasibility alternatives. These analyses include impacts to projected net operating results from potential financings, investments, and other client actions. His efforts have involved assessing public versus private utility ownership, developing sales and revenue summaries, analyzing utility investment options, and reviewing power price trends.

➤ **RELEVANT EXPERIENCE**

Sustainability, Energy Strategy, and Strategic Planning

Mr. Burnham participates in and leads the review of cost of service and retail rate design practices for numerous electric utilities. Services provided include development of historical and projected revenue requirements and defensible cost allocation methodologies to apply to clients' customer classes. He has utilized COS methodologies unbundling approaches, cost classification techniques, cost allocation methods, and rate design alternatives. He has provided the technical and financial analysis associated with the distribution, transmission, and generation functions of the utility.

Mr. Burnham has led projects requiring re-classification of large energy users within the system from contract rates to tariff rates. Mr. Burnham has determined fixed cost allocation by customer class from detailed feeder analysis, provided testimony support of revenue requirement in a litigated hearing process, and developed testimony to support utility response for Feed-In Tariff programs.

Mr. Burnham has provided the methodology and analysis to determine the value associated with various distributed solar technologies and has explored rate options that are designed to improve fixed cost recovery in the face of increasing levels of distributed generation on clients' systems.



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Website: www.newgenstrategies.net

EDUCATION

Master of Business Administration in Finance,
University of Colorado

Master of Public Affairs and Master of
Science, Indiana University

Bachelor of Science, Texas A&M University

KEY EXPERTISE

Retail Rate and Cost of Service

Unbundled Cost Analysis

Rates Negotiation

Economic Evaluation

Feasibility and Financial Analyses

Scott **BURNHAM**

PARTNER

He has also reviewed existing COS analysis associated with the street lighting and traffic lighting retail rate classes. He has developed specific rates and rate programs for the industrial customer base, including the development of interruptible rate offerings that provided a benefit to both the industrial customer and the client.

Mr. Burnham has been responsible for leading the analysis and development of the presentations and reports and for presenting results and recommendations, including proposed rates before city councils and governing boards. Additionally, he has been involved in facilitating citizen's advisory groups and stakeholder processes to solicit input into rate design.

Mr. Burnham's cost of service and rate design clients include:

- Austin Energy, Texas
- Arizona Public Service Company, Arizona
- Colorado Springs Utilities, Colorado
- Farmington Electric Utility System, New Mexico
- Fort Collins Utilities, Colorado
- Lafayette Consolidated Government, Louisiana
- Redding Electric Utility, California
- Riverside Public Utilities, California
- South Carolina Public Service Authority (Santee Cooper), South Carolina
- Virgin Islands Water and Power Authority, U.S. Virgin Islands

Feasibility Studies and Financial Analyses

Mr. Burnham has developed financial models designed to inform clients' decisions regarding the associated impacts of multiple technical and financial feasibility scenarios. Mr. Burnham reviews clients' financial projections and structures and develops pro forma financial models to determine projected revenue and costs associated with various projects and financing approaches for a variety of power generation facilities. These financial models focus on the development of operating results, debt service coverage ratios, and other applicable financial metrics within the terms of a proposed financing effort. His models and associated reports have been relied upon to assess investment decisions within the capital markets.

Mr. Burnham has developed projected operating results for consulting engineering reports and associated financing certifications; provided financial models that included the technical, financial, and economic input parameters to optimize value of multiple generation siting alternatives; and developed a pro forma financial model for portfolio financing of over 7,500 megawatts of generation capacity. Clients include:

- Arizona Public Service, Arizona
- Black Hills Energy, Colorado
- Brownsville Public Utilities Board, Texas
- Duke Energy, North Carolina
- Lafayette Consolidated Government, Louisiana
- Lehman Brothers, California
- Fortis Capital Corp., Santiago, Chile
- Wyoming Municipal Power Agency, Wyoming

Scott **BURNHAM**

PARTNER

Asset Appraisals and Valuations

Mr. Burnham has conducted and managed appraisals and valuations for generation assets and transmission and distribution systems. These models have been used to determine the value of assets and asset-related cash flows, including royalties and municipal transfers. He also analyzes market data to determine comparable sales data for appraisal valuations. Additionally, he has assisted with the development of replacement and original cost less depreciation analyses. Mr. Burnham has assisted and conducted several on-site evaluations of asset condition, and observable operations and maintenance procedures. Clients include:

- Christian County Generation LLC, Nebraska
- City of Dallas Sanitation Services Department, Texas
- CPS Energy, Texas
- International Power America, Inc., Texas
- Nuclear Innovation North America, LLC, Texas
- Prisma Energy International, Istanbul, Turkey

> WORKSHOPS AND PRESENTATIONS

Mr. Burnham has given numerous presentations and participated in training and workshops. These activities have focused on cost of service, ratemaking, and distributed energy resources. Host organizations and the topics Mr. Burnham presented are displayed below.

Electric Utility Consultants, Inc. (EUCI)

- *Introduction to Cost of Service Concepts and Techniques for Electric Utilities*
- *Distributed Energy – Cost / Benefit Analysis Summary / Methodology*
- *Introduction to Rate Design for Electric Utilities*

Indiana State Bar Association – Utility Law Section

- *Electric Ratemaking Workshop (CLE Credit Course)*

Municipal Electric System of Oklahoma (MESO)

- *Distributed Energy Resources Workshop*
- *Cost of Service / Rate Design Workshop*

American Public Power Association

- *Review of AMI Investment Decision (with LUS)*

RMEL (formerly Rocky Mountain Electrical League)

- *Cost of Service and Utility Rate Design*

Western Load Research Association

- *Integrating Load Analyses into the Cost of Service and Rate Design Process (with Redding Electric Utility)*

Northwest Public Power Association

- *Blue Sky Rates Facilitation Workshop*



Tony **GEORGIS**

MANAGING PARTNER, ENERGY PRACTICE

CONTACT

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EDUCATION

Master of Business Administration, Finance
Specialization, Texas A&M University

Bachelor of Science in Mechanical
Engineering, Texas A&M University

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

Registered Professional Engineer (PE)
Mechanical, Colorado

Registered Professional Engineer (PE)
Mechanical, Louisiana

KEY EXPERTISE

Sustainability

Strategic Planning

Expert Witness and Litigation Support

Financial / Economic Analysis

Cost of Service and Rate Design

Tony Georgis brings 20 years of experience in the consulting/utilities industry focusing on the energy, water, and waste resources industries. He is the Managing Partner of NewGen Strategy and Solutions, LLC's Energy Practice. His work includes various assignments for utilities, local governments, and private industry, including sustainability strategy, strategic planning studies, expert witness testimony, financial and economic analyses, cost of service and rate studies, energy efficiency, and market research.

In support of sustainability strategy projects, Tony has developed frameworks, optimization, and decision models for sustainability program prioritization and monetization of climate change regulatory, market, and physical impacts. He has also been published in trade journals such as Resource Recycling, Utility Automation and Engineering T&D and has spoken on this topic at several industry conferences.

➤ RELEVANT EXPERIENCE

Sustainability, Energy Strategy, and Strategic Planning

Mr. Georgis has led and managed the development of strategic plans and Roadmaps for utilities, energy agencies and municipal governments to guide decision making in increasing complex business environments. His strategic planning experience includes energy, water, wastewater, and solid waste utilities in addition to local government entities. In support of strategic planning engagements, Mr. Georgis often facilitates internal planning teams and external stakeholder engagement activities to facilitate broad and/or targeted stakeholder input to the plans. Strategic plan or Roadmap development typically include overarching strategic elements such as the organization's vision/mission; tactical components such as projects and activities supporting and ensuring implementation; and tracking/reporting tools for the organization's measurement of progress to the plan.

Mr. Georgis has also led the development of clean energy and sustainability (or CSR) plans for cities, counties and utilities to improve triple bottom line (economic, environmental, and social) and energy performance. Mr. Georgis utilizes an enterprise-wide approach to sustainability in order to manage regulatory, customer, and financial demands while improving the triple bottom line. He has facilitated the development of city-wide sustainability plans, serving as a sustainability subject matter expert while forging collaboration among internal and external stakeholders including city/utility staff, key department managers, community representatives, utility customers, and non-profit or non-governmental organizations (NGOs). In support of sustainability planning efforts, Mr. Georgis has developed optimization models to prioritize and identify the "next best dollar spent" in pursuit of sustainability goals while estimating total costs to implement. He has also implemented sustainability auditing/reporting

Tony GEORGIS

MANAGING PARTNER, ENERGY PRACTICE

tools such as GHG inventories/reporting and development of a utility-tailored version of the Global Reporting Initiative (GRI).

Mr. Georgis' clients for sustainability, energy strategy, and strategic planning include:

- City of Fort Collins, Colorado
- Fort Collins Utilities, Colorado
- Loudoun County, Virginia
- Tampa Bay Water, Florida
- City of Colorado Springs, Colorado
- City of Longmont, Colorado
- City of El Paso, Texas
- Western Area Power Administration, Colorado
- Lakeland Electric, Florida
- City of Palo Alto Utilities, California

Cost of Service and Rate Design

In his role as senior consultant and project manager, Mr. Georgis leads numerous utility financial planning, cost of service, and rate design projects. Specific tasks typically include the development of the revenue requirement, functionalization of costs, allocation of costs to customer classes, review of existing customer class criteria, evaluation of line extension and facilities charges, rate design, and transitioning of models for the client's future use. He has also led the development of financial forecasting models to support long-term capital, expense, and revenue budgeting and decision making. Mr. Georgis routinely facilitates workshops in support of developing utility rate strategies or rate studies and presents study and financial recommendations to governing bodies, boards, and city councils. Mr. Georgis' clients for cost of service and rate design include:

- American Samoa Power Authority
- U.S. Army; Huntsville, Alabama
- Colorado Springs Utilities, Colorado
- La Plata Electric Association, Colorado
- Vernon Gas and Electric, California
- Alameda Municipal Power, California
- Anaheim Public Utilities, California
- Merced Irrigation District, California
- Alameda Municipal Power, California
- Glendale Water and Power, California
- Imperial Irrigation District, California
- Pasadena Water and Power, California
- Lafayette Utilities System, Louisiana
- City Utilities, Springfield, Missouri
- Lincoln Electric System, Nebraska
- Farmington Electric Utility, New Mexico
- Cleveland Public Power, Ohio
- Lubbock Power and Light, Texas
- City of Weatherford, Texas
- New Braunfels Utilities, Texas
- Austin Energy, Texas
- City of Garland, Texas
- Benton Public Utility District, Washington
- Arizona Public Service, Arizona

Tony GEORGIS

MANAGING PARTNER, ENERGY PRACTICE

Economic, Financial or Market Analyses

Mr. Georgis often provides technical, financial, and advisory support services for various energy and utility related projects. He is an expert in developing financial pro formas, bond financings, performing scenario analyses, and evaluating market conditions to support project financing or feasibility decision making. He has analyzed technical assumptions, optimized project financing, performed scenario/sensitivity analyses, and assisted clients in bidding processes. He has provided economic analyses of utility scale renewable energy projects, power plant fuel conversions, LNG terminals, conventional/renewable distributed energy resources, and DSM/demand response program benefits. Mr. Georgis' clients for economic, financial or market analyses include:

- Terrebonne Parrish, Louisiana
- Hawaii Gas Company, Oahu, Hawai'i
- U.S. Army; Huntsville, Alabama
- Florida Municipal Power Agency, Florida
- Austin Energy, Texas
- CalRecycle, California
- Arizona Power Authority, Arizona
- Water and Power Authority, US Virgin Islands
- Solid Waste Authority of Central Ohio, Ohio
- Freeport Container Port, Grand Bahama
- Maryland Energy Administration, Maryland
- ISO-New England, Massachusetts
- Niobrara Energy Development, Colorado
- Fort Collins Utilities, Colorado

Expert Witness and Litigation Support

Mr. Georgis has provided expert testimony since 2014 regarding electric utility revenue requirement, cost of service, rate design, and ratemaking issues before state and local regulatory bodies and courts. He has national experience providing litigation support regarding ratemaking matters at wholesale and retail levels in California, Florida, Indiana, and Texas.

Mr. Georgis' expert witness and litigation support experience includes:

Public Utility Commission of Texas

- Southwestern Electric Power Company (SWEPCO); SOAH Docket No. 473-21-0538 and PUC Docket No. 51415
- City of Lubbock, Lubbock Power & Light; SOAH Docket No. 473-21-0043 and PUC Docket No. 51100
- Centerpoint Energy Houston Electric, LLC; SOAH Docket No. 473-14-3897 and PUC Docket No. 42560

Indiana Utility Regulatory Commission

- Northern Indiana Public Service Company LLC (NIPSCO); Cause No. 45159

Florida Public Service Commission

- Duke Energy, Florida; Docket No. 20210016-EI
- Florida Power & Light Company; Docket No. 20210015-EI

Superior Court of the State of California for the County of Los Angeles

- City of Pasadena – Pasadena Water and Power; No. BC 677632

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> PRESENTATION AND PUBLICATIONS

Mr. Georgis has presented at numerous industry associations and conferences, providing training for utility staff, and published several trade journal articles. These presentations, articles, and training have focused on utility finance, strategic planning, market trends/opportunities, and sustainability. Mr. Georgis' presentations and publications are displayed below.

Industry Presentations

- Tire Industry Association Recycling Conference 2008: ***Selling Tire-derived Products to the Architectural and Construction Markets***
- Tire Industry Association Recycling Conference 2009: ***Carbon Credits and Recycling Products***
- Energy Utility and Environmental Conference 2010: ***Evolution and Optimization of Energy Efficiency and Smart Grid Measures***
- Tire Industry Association Scrap to Profit 2010: ***Evolution of the Carbon Markets and Opportunities for the Scrap Tire Industry***
- Inter-American Development Bank 2010: ***Transportation Sustainability and Climate Change Seminar***
- University of Colorado Denver Managing for Sustainability 2012: ***Regulatory Drivers for Sustainability***
- Global Commerce Conference 2010: ***Leadership in Sustainability – Sustainability Decision Making, Implementation and Reporting***
- Platts Energy Markets Webinar 2010: ***SEC Guidance on Climate Change Disclosures***
- Association of Climate Change Officers 2010: ***SEC Climate Change Disclosure Guidance***

- Harvard University Zofnass Program for Sustainable Infrastructure 2011: ***Tools and Frameworks to Drive the Business Case for Sustainability***
- Washington PUD Association Finance Officers 2016: ***Balancing Aging Infrastructure, Rates, and Residential Demand***
- APPA National Conference – Preconference Seminars 2017, 2018, 2019: ***Distributed Energy Resources: Risks and Opportunities***
- APPA Business and Finance Conference Preconference Seminar 2019: ***Distributed Energy Resources: Risks and Opportunities***
- APPA Legislative Rally Preconference Seminar 2020: ***Demystifying Distributed Energy Resources***

Industry Publications and Articles

- ***Growing Role for Demand Response in ISO Operations***. Utility Automation and Engineering T&D, November 2008
- ***Recycling and Climate Change: A Primer***. Resource Recycling, August 2009
- ***Recycling and Climate Change: Opportunities for Recycling as a Climate Change Strategy***. Resource Recycling, September 2009



Nancy **HUGHES, ASA, CDP**

PRINCIPAL

Ms. Nancy Hughes specializes in utility rates and regulation, depreciation, and valuation. She has testified as an expert witness on these issues before federal and state regulatory commissions, city councils and courts of law and has worked in the public utility industry since 1977.

Ms. Hughes is an Accredited Senior Appraiser (ASA) of utility property and has performed appraisal studies to determine the value of a wide range of utility assets including electric, natural gas, water, wastewater, telecommunications and solid waste property. These studies have been performed in connection with the sale and acquisition of property, eminent domain cases, property tax issues, fixed asset inventory development and utility rate cases.

In addition, Ms. Hughes is a recognized expert on depreciation issues and has performed and critically evaluated depreciation studies for utilities across the U.S. She has also evaluated the appropriateness of decommissioning cost estimates and funding methodologies for nuclear and non-nuclear generating units. Ms. Hughes is a Certified Depreciation Professional (CDP) designated by the Society of Depreciation Professionals.

Ms. Hughes is a founding member of NewGen Strategies and Solutions, LLC (NewGen). Prior to joining NewGen, she worked for R. W. Beck and its successor firm, SAIC, for 30 years.

CONTACT

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EDUCATION

Master of Business Administration in Finance
and Accounting, University of Chicago

Bachelor of Arts in Business and Statistics,
University of Chicago

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

Accredited Senior Appraiser (ASA), Public
Utility Discipline, American Society of
Appraisers

Certified Depreciation Professional (CDP),
Society of Depreciation Professionals

KEY EXPERTISE

Utility Appraisals and Valuations

Depreciation

Expert Witness and Litigation Support

Streetlight Valuation and Rates

Pole Attachment Rates

➤ RELEVANT EXPERIENCE

Appraisals and Valuations

Ms. Hughes is an Accredited Senior Appraiser of utility property and has performed appraisal studies to determine the value of a wide range of utility assets including electric, natural gas, water, wastewater, telecommunications, and solid waste property. She performs field reviews to identify and assess the age and condition of the assets appraised, and develops indicators of value using the cost, income and market approaches to valuation to determine the fair market value of the assets. Ms. Hughes appraisal clients include:

Electric Generation, Transmission and Distribution System Assets

- International Transmission Company, ITC Midwest and Michigan Electric Transmission Company, Michigan
- Southern California Public Power Authority
- Lafayette Utilities System, Louisiana
- City of Boulder, Colorado
- Exelon Corporation, Illinois

Nancy HUGHES

PRINCIPAL

- Access Leasing Corporation and Cypress Leasing Corporation (Appraisal of Martins Creek and Sunbury Power Blocks)
- Kanab City, Utah
- Eugene Water and Electric Board, Oregon
- Emerald People's Utility District, Oregon
- Dayton Power & Light Company, Ohio
- City of Hermiston, Oregon
- City and County of San Francisco, California
- South San Joaquin Irrigation District, California
- Public Service Company of New Mexico, New Mexico
- City of San Diego, California
- City of Chicago, Illinois
- Cambridge Electric Light Company, Massachusetts
- Duquesne Light Company, Pennsylvania
- Potomac Electric Power Company, Washington, D.C.
- Trinity Public Utilities District, California
- City of Lakewood, Washington
- Clatskanie People's Utility District, Oregon
- City of Azusa, California
- Truckee-Donner Public Utility District, California

Water, Wastewater, and Solid Waste Assets

- City of Claremont, California
- City of Visalia, California
- City of Bend, Oregon
- The Commons Water Supply, Texas
- Cascade Water Alliance, Washington
- St. Tammany Parish, Louisiana
- Arkansas State Highway Department (solid waste landfill)

Oil Pipeline Assets

- North Slope Borough, Fairbanks North Star Borough, and City of Valdez, Alaska (Trans Alaska Pipeline System)

Depreciation Studies

Ms. Hughes is a Certified Depreciation Professional, an expert on depreciation issues and is responsible for leading and performing depreciation studies. The typical scope of work for these studies includes performing a site visit and interviewing utility staff familiar with plant operations about factors affecting service lives; working closely with plant accountants to develop the depreciation database used in the study; performing statistical life and net salvage analyses; recommending depreciation parameters (average service lives, survivor curves and net salvage rates); preparing detailed account narratives summarizing the basis for her recommendations; developing recommended annual depreciation accrual rates; and preparing the final report. Frequently her depreciation analyses and resultant reports are filed at state regulatory commissions and the depreciation rates have been approved by commissions with no or only minor changes.

Ms. Hughes is also retained by clients to review depreciation studies filed in utility rate cases. Ms. Hughes has testified as an expert witness on depreciation before the Federal Energy Regulatory Commission and state public utility commissions. She has also evaluated the appropriateness of decommissioning cost estimates and funding methodologies for nuclear and non-nuclear generating units. Ms. Hughes depreciation clients include:

Nancy HUGHES

PRINCIPAL

- CPS Energy, Texas
- Los Angeles Department of Water & Power, California
- Kaua'i Island Utility Cooperative, Hawai'i
- Independence Power & Light, Missouri
- Homer Electric Association, Alaska
- Garland Power & Light, Texas
- Salem Electric, Oregon
- Navajo Tribal Utility Authority, Arizona
- Tri-State Generation and Transmission Association, Inc., Colorado
- Austin Energy, Texas
- Keys Energy Services, Florida
- Freeport Electric, New York
- Kaua'i Department of Water, Hawai'i
- Lloyd Gosselink Rochelle & Townsend, PC, on behalf of Texas Cities
- Fort Worth Water Department, Texas

Pole Attachment Rates

Ms. Hughes is knowledgeable and experienced with FCC pole attachment rate regulations and how these regulations have changed over the years. She has reviewed and developed pole attachment rates for clients and supported clients in negotiations with cable and telecommunications carriers. Her pole attachment clients include:

- Farmington Electric Utilities System, New Mexico
- Keys Energy Services, Florida
- Cleveland Public Power, Ohio
- Santee Cooper, South Carolina
- Central Electric Power Cooperative, Inc., South Carolina
- Navajo Tribal Utility Authority, Arizona
- Navopache Electric Cooperative, Arizona and New Mexico
- Detroit Lakes Public Utilities, Minnesota
- Public Utility District No. 1 of Benton County, Washington

Streetlight Valuation and Rates

Ms. Hughes is a recognized expert on streetlight valuation and rates issues and is responsible for managing and conducting appraisal studies to estimate the fair market value of streetlight systems. She has assisted numerous municipalities in their efforts to acquire their streetlight systems through eminent domain or negotiated sale. Ms. Hughes has been an active participant in meetings between the municipality and the investor-owned utility to negotiate the purchase price and other terms and conditions of an agreement to buy the streetlight system. She has also testified as an expert witness on the fair market value of street light systems in eminent domain proceedings and has testified on streetlight cost of service, rate design and tariff issues before public utility commissions. Her streetlight valuation clients include:

- Colorado Local Government Intervenor Group/Kissinger & Fellman, P.C., Colorado
- City of Golden, Colorado
- City of Aurora, Colorado
- City of Kansas City, Missouri
- City of Indianapolis, Indiana
- City of Portland, Oregon
- Cities of Anacortes, Bellingham, Bremerton, Burlington, Ferndale, Lynden, Mount Vernon, and Redmond, Washington

Nancy HUGHES

PRINCIPAL

- California Municipal Streetlight Acquisitions (cities of Albany, Bakersfield, Dublin, Emeryville, Fremont, Fresno, Hayward, Livermore, Newark, Oxnard, Piedmont, Pleasanton, Poway, Rohnert Park, San Leandro, San Luis Obispo, Stockton, Union City, and Vallejo and Alameda County)

Expert Witness and Litigation Support

Ms. Hughes provides expert witness and litigation support related to a variety of issues including appraisal and valuation, depreciation, streetlight tariffs and rates before state and local regulatory bodies and courts. Ms. Hughes expert witness and litigation clients include:

- Lloyd, Gosselink, Rochelle & Townsend, P.C. representing Texas Cities
- Northwest Iowa Power Cooperative, Iowa
- Lafayette Utilities System, Louisiana
- Colorado Local Government Intervenor Group/ Kissinger & Fellman, P.C., Colorado
- Tri-State Generation & Transmission Association, Inc., Colorado
- North Carolina Municipal Power Agency No. 1 and Piedmont Municipal Power Agency
- City Council of New Orleans, Louisiana
- City of Austin, Texas
- Schiff Hardin LLP
- Dentons US LLP
- Best Best & Krieger, LLP
- Matteoni, O'Laughlin & Hechtman
- Alaska Electric Generation and Transmission Cooperative, Inc.
- Confederated Salish and Kootenai Tribes, Montana
- Florida Municipal Power Agency
- Mayer Brown LLP
- Thompson Coburn LLP, representing Cities of Anaheim, Azusa, Banning, Colton, Pasadena and Riverside, California
- City of Fayetteville, North Carolina
- New England States Committee on Electricity (NESCOE)



Brown THORNTON

PRINCIPAL

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Website: www.newgenstrategies.net

EDUCATION

Master of Business Administration, Vanderbilt University

Bachelor of Science in Electrical Engineering, Tennessee Technological University

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

Registered Professional Engineer (PE), Tennessee

KEY EXPERTISE

Management Advisory Services

Business and Financial Planning

Strategic Planning and Utility Management

System Planning and Contract Negotiation

Power Supply Planning

Transmission Services

System Valuation

Cost of Service and Rates

Mr. Brown Thornton brings over 35 years of consulting experience in the energy and water infrastructure markets. He specializes in utility management, financial management and analysis, wholesale and retail rate studies, power supply and transmission service, and strategic business planning for municipal and consumer-owned utility clients. Mr. Thornton leverages his broad experience base to work with utility management and governing bodies in engagements involving strategic planning, examination of complex issues, and decision making.

Prior to joining NewGen Strategies and Solutions, Mr. Thornton worked for MWH Global as Vice President, Americas Sector Leader, Energy (2 years) and R. W. Beck, Inc. (including its acquisition by SAIC) as Vice President of Utility Consulting and Principal (18 years). Earlier in his career, he worked in operations, project management, power delivery, and power contracts for the Tennessee Valley Authority, a major generation and transmission electrical utility (11 years).

➤ RELEVANT EXPERIENCE

Power Supply and Transmission Planning

Mr. Thornton has provided power supply and transmission planning supply assistance to numerous public power systems, electric cooperatives, and private utilities. His breadth of experience includes power supply studies, generation resource portfolio planning, financial and feasibility analysis, examining wholesale and retail rate implications, and purchased power transaction negotiations. His transmission-related experience includes examining transmission alternatives, obtaining transmission service arrangements, and reviewing delivery point facility requirements. His service contract experience includes reviewing and developing power supply and delivery agreements for municipal systems and for large commercial/industrial customers. Mr. Thornton's system planning clients include the following:

- City of Williamstown, KY
- Clark County REMC, IN
- Golden Spread Electric Cooperative, TX
- Hartselle Utilities, AL
- Hoosier Energy Cooperatives, IN
- Kentucky Municipal Energy Agency, KY
- Kentucky Municipal Power Agency, KY
- Kentucky Municipal Systems, KY
- Lee County Electric Cooperative, FL
- Meriwether Lewis Electric Cooperative, TN
- Millennium Energy, KY
- Mountain Electric Cooperative, TN
- North Virginia Electric Cooperative, VA
- Rayburn Country Electric Cooperative, TX
- Southeastern Power Administration (SEPA) – Hydropower Customer Group, GA
- Whitewater Valley REMC, IN
- WIN Energy REMC, IN



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Expert Testimony and Litigation Support

Mr. Thornton has offered expert testimony regarding cost of service, rate design, and ratemaking issues before state and local regulatory bodies and courts. He has national experience providing litigation support regarding ratemaking matters at wholesale and retail levels in Alabama, Florida, Indiana, Kentucky, Tennessee, and Virginia. Preparation and support of expert testimony includes the following:

Indiana Utility Regulatory Commission (1994-1998)

- Whitewater Valley REMC – Electric Rates
- Harrison County REMC – Electric Rates
- Jackson County REMC – Electric Rates

Kentucky Public Service Commission (1996-2002)

- Frankfort Plant Board – Wholesale Water Sales
- City of Franklin – Wholesale Water Sales

Mississippi Public Service Commission (2019)

- 4-County Electric Cooperative – Auxiliary Service for Generation Located in Service Territory

Federal Energy Regulatory Commission (FERC) (1996-Present)

- Kentucky Municipal Power Agency – LG&E/KU Elimination of MISO Transmission De-Pancaking
- Kentucky Municipals – Wholesale Power Contract and Formula Rates
- Kentucky Municipals – LG&E/KU Merger

Rate and Pricing Studies

Mr. Thornton has managed the preparation of numerous cost of service and rate design studies for electric, water, wastewater, and gas clients. His experience includes development of revenue requirements; the functionalization, classification, and allocation process; and design of cost-based rates. He regularly instructs or presents materials related to ratemaking including rate and revenue planning, cost allocation, and rate design. The bulk of his recent rate work includes preparation of unbundled rate studies, competitive rate comparisons, development of market-based rates, and analysis of distribution service charges as a separate component. Mr. Thornton's financial management clients include:

- AMP-Ohio (and Member Systems), OH
- Arizona Public Service Company, AZ
- Berea College Utilities, KY
- Buckeye Power Cooperative, OH
- City of Bardstown, KY
- City of Franklin, KY
- City of Madisonville Municipal Utilities, KY
- City of St. Charles, IL
- City of Williamstown, KY
- Clark County REMC, Indiana
- Decatur Utilities, Alabama
- Duck River EMC, TN
- Frankfort Plant Board, KY
- Georgetown Municipal Water and Sewer Service, KY
- Harrison County REMC, IN
- Hoosier Energy Cooperatives, IN
- Humboldt Utilities, TN
- Huntsville Utilities, AL
- Illinois Municipal Electric Agency, IL
- Indiana Municipal Power Agency, IN

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- ISO-New England, MA
- Jackson County REMC, IN
- Johnson City Power Board, TN
- Meriwether Lewis Electric Cooperative, TN
- Navajo Tribal Utility Authority, NM
- New Hampshire Electric Cooperative, NH
- Northern Virginia Electric Cooperative, VA
- Rayburn Country Electric Cooperative, TX
- Southeast Power Administration (SEPA) – Hydro Power Customers, GA
- Wabash Valley Power Association, IN
- Warren RECC, KY
- West Tennessee Correctional Facility, TN
- Whitewater Valley REMC, IN
- WIN Energy REMC, IN

Financial Management and Analysis

Mr. Thornton has managed preparation of long-range financial plans for utilities, including analysis of operating and capital requirements and evaluation of alternative sources of funds for planned debt financing. Other financial services include assistance relative to the development of annual operating budgets, capital improvement plans, and economic feasibility studies. Mr. Thornton's financial management clients include:

- Clark County REMC, IN
- Columbia Power System, TN
- Glasgow Electric Plant Board, KY
- Lawrenceburg Power System, TN
- Upper Cumberland Gas Utility District, TN

Strategic Business Planning

Mr. Thornton assists clients in the development of comprehensive business plans, including complete analysis of the company and its external operating environment, as well as strategy recommendations for each functional business area. The breadth of Mr. Thornton's project experience includes the following:

- Business Planning – Based on information gathered from external and internal sources, he provides assistance in the development of comprehensive business plans that incorporate mission statements, goals and objectives, implementation strategies, program description and approach, marketing plan, staffing and equipment needs, training, and projected financial results.
- Benchmarking Studies – Conducts benchmarking activities for utilities, including an examination of key business processes and methods of operation. Best practices are identified and used to establish goals for improvement and to measure progress over time.
- Technical Requirements – Investigates specific industry practices, including analysis and interpretation of results for complex business and organizational processes.

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Mr. Thornton's strategic planning clients include:

- American Municipal Power, OH
- Buckeye Rural Electric Cooperative, OH
- Delaware Municipal Electric Corporation, DE
- Harrison County REMC, IN
- Lee County Electric Cooperative, FL
- Michigan South Central Power Agency, MI
- Nashville Electric Service, TN

Process Review and Organizational Studies

Mr. Thornton works closely with utilities nationwide and is familiar with wide-ranging issues affecting utility services. He has conducted comprehensive reviews for utilities, including management, staffing, operational practices, financial planning, and capital improvement plans. Mr. Thornton assists clients in functional and technical reviews of organizational systems, processes, and communication practices, and in the implementation of recommended changes.

Mr. Thornton's organizational management clients include:

- Berea College Utilities, KY
- Buckeye Rural Electric Cooperative, OH
- City of Madisonville, KY
- Hartselle Utilities Board, AL
- Harrison County REMC, IN
- Jay County Rural Electric Membership Corporation, IN
- Lenoir City Utilities Board, TN
- Meriwether Lewis Electric Cooperative, TN
- Warren Rural Electric Cooperative Corporation, KY

WORKSHOPS AND PRESENTATIONS

Mr. Thornton has given numerous presentations and participated in training and workshops in several states. These activities have focused on power supply, strategic planning, cost of service, ratemaking, and competitive issues. Selected topics Mr. Thornton presented are displayed below.

Electric Utility Consultants, Inc.

- *Introduction to Cost of Service Concepts and Techniques for Electric Utilities – 2-day Course taught semi-annually*
- *Introduction to Rate Design for Electric Utilities – 2-day Course taught semi-annually*

Various Utility Clients

- *Direct Access and Unbundled Rates*
- *Dynamic Rates*
- *Time of Use Billing*

- *Cost of Service and Rate Strategy with AMI Data*

New Hampshire Electric Cooperative

- *Two-day strategy and training program pertaining to rate design and cost of service*

Indiana Rural Electric Cooperatives

- *Strategic Planning Workshop*
- *Power Supply Planning*
- *Cost of Service and Rate Design*

Kentucky Municipal Systems

- *Review of Power Supply Alternatives*
- *Joint Action Agency Workshop*
- *Financial Forecasting and Rate Planning*
- *Cost of Service and Rate Design*

TVA Distribution Systems (Tennessee, Kentucky, Alabama, Virginia)

- *Power Supply Planning Workshop*
 - *Overview of the Power Industry*

- *Fundamentals of Power Supply Planning*
- *Generation Technologies and Operational Issues*
- *Effects of a Transition in Power Supply Sources*
- *Examination of Transmission Services and Alternatives*
- *Understanding Electric Utility Operations*
- *Determining a Utility's Fair Market Value*



Grant **RABON**

PARTNER

CONTACT

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EDUCATION

Master of Business Administration, University
of Texas at Austin

Bachelor of Science in Chemical Engineering,
Texas A&M University

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

Accredited Senior Appraiser (ASA) designation
in Public Utilities from American Society of
Appraisers

KEY EXPERTISE

Cost of Service and Rate Design

Financial Feasibility and Planning

Utility Appraisals and Valuations

Depreciation Studies

Regulatory and Litigation Support

Since 2005, Mr. Rabon has managed electric, water, wastewater, natural gas, and solid waste utility projects designed to safeguard clients' financial integrity primarily through the performance of financial feasibility studies, valuations/appraisals, or comprehensive cost of service analyses. His educational background facilitates a unique understanding of the financial implications for technical projects. Further, he is one of less than 20 individuals in the nation with an Accredited Senior Appraiser designation in Public Utilities from the American Society of Appraisers.

➤ RELEVANT EXPERIENCE

Cost of Service and Rate Design

Mr. Rabon has conducted numerous comprehensive cost of service and rate design studies. Rates designed as a result of these engagements equitably recover the cost of service and align with the utilities' goals, including special consideration for affordability and best practice rate structures. Stakeholder outreach and benchmarking analyses were common tasks within these projects.

Key projects include:

Austin Energy – Cost of Service and Testimony

Conducted a comprehensive, unbundled cost of service analysis for the electric utility and designed equitable rates to achieve the City of Austin's goals, including improving fixed cost recovery while incentivizing conservation through a five-tier rate structure and providing support for distributed generation, such as rooftop solar. Filed direct testimony on behalf of the City of Austin d/b/a Austin Energy at the Public Utility Commission of Texas in defense of the electric rates adopted by Austin City Council (PUC Docket No. 40627). Later, in 2015, conducted various analyses on issues of critical importance to Austin Energy, such as a financial reserves study and review of small commercial rates, and assisted Austin Energy staff in an update to the cost of service and rate design. These projects included extensive public involvement and stakeholder engagement.

Lower Colorado River Authority – Wholesale Water Benchmarking and Rate Analysis

Performed a benchmarking analysis to identify best practices among wholesale water entities around the nation, with an emphasis on innovative rate structures and water conservation efforts. A long-term rate analysis was conducted to incorporate projected capital projects to expand the water supply over a 90-year horizon under various rate structures.

College Station – Electric Transmission Filing

Conducted a comprehensive cost of service analysis for the transmission function and regulated rate filing with the Public Utility Commission of Texas, including development of all schedules, workpapers and testimony (PUC Docket No. 52728).

Greenville Electric Utility System (GEUS) – Electric Transmission Filing

Performed a quality assurance review of a comprehensive cost of service analysis for the transmission function and regulated rate filing with the Public Utility Commission of Texas.

Texas Municipal Power Agency (TMPA) – Electric Transmission Filing

Developed an interim regulated rate filing for the transmission function with the Public Utility Commission of Texas and filed direct testimony on behalf of TMPA (PUC Docket No. 51439).

Georgetown Electric Utility – Rate Projects

Conducted a series of rate projects for the City of Georgetown, Texas to improve cost recovery and equity. This includes a redesign of the distributed generation rate tariff, evaluation of a large contract customer load, and design of a new rate tariff for commercial “fast charging” plug-in electric vehicle charging stations.

Other Cost of Service and Rate Design Studies

Conducted one or more comprehensive cost of service and rate design studies for the following entities:

- City of Athens, Texas
- City of Borger, Texas
- City of Bryan, Texas
- City of Del Rio, Texas
- City of Greenville, Texas
- City of Hobbs, New Mexico
- City of Las Cruces, New Mexico
- City of Longview, Texas
- City of New Braunfels, Texas
- City of Nogales, Arizona
- City of Olathe, Kansas
- City of Peoria, Arizona
- City of Pflugerville, Texas
- City of Sealy, Texas
- City of Sioux Falls, South Dakota
- City of Stillwater, Oklahoma
- City of Sugar Land, Texas
- City of Tempe, Arizona
- City of Temple, Texas
- City of Tucson, Arizona
- City of Vernon, California
- City of Weatherford, Texas
- Greater Ouachita Water Company, Louisiana
- Levi Water Supply Corporation, Texas
- Liberty City Water Supply Corporation, Texas
- Gonzales County Water Supply Corporation, Texas
- Manville Water Supply Corporation, Texas
- North Slope Borough, Alaska
- Pima County, Arizona
- Rockett Special Utility District, Texas
- St. Tammany Parish, Louisiana
- Snohomish County, Washington
- Town of Estes Park, Colorado
- Walker County Special Utility District, Texas
- Wellborn Special Utility District, Texas
- York County, South Carolina

Financial Feasibility

Mr. Rabon has evaluated the financial feasibility of various projects through business case analyses and the development of financial models. This includes a project to evaluate a proposed 20 million-gallon-per-day brackish groundwater desalination facility for San Antonio Water System based on the relative capital and operational costs as well as total lifecycle costs under various project delivery options, including traditional DBB, DB, DBO and a customized DBOOT. Another project included financial feasibility modeling to evaluate the development of a proposed water source for a municipal client.

Utility Appraisals and Valuations

Mr. Rabon has conducted valuations as well as fair market value appraisals to determine an indication of value for acquisitions/dispositions, or to evaluate municipalization or privatization of utilities. His experience also includes service area valuations to determine compensation for decertification of areas covered by certificates of convenience and necessity.

Key projects include:

Greater Ouachita Water Company (GOWC) – Utility Acquisition and Regulated Rate Filing

Conducted a fair market value appraisal of an investor-owned utility, including 13 water systems and 27 wastewater systems, in support of an acquisition of some of these systems by Greater Ouachita Water Company (GOWC). Subsequently conducted a comprehensive cost of service analysis for the existing water and wastewater utilities of GOWC and developed rates to recover all costs, including the acquisition and necessary capital improvements. Filed required schedules with the Louisiana Public Service Commission in support of the acquisition and rate request. (LPSC Docket No. U-32803)

Other Utility Appraisals or Valuations

Conducted one or more appraisal or valuation study of the following entities:

- Aqua Texas, Inc. (a portion of the system)
- Aqua Indiana, Inc. (a portion of the system)
- Bi-County Water Supply Corporation
- Brownsville Navigation District
- Clear Water Estates Water System
- Commons Water Supply, Inc.
- El Jardin Water Supply Corporation
- City of El Paso's Clint and McCombs Municipal Landfills
- EnLink (a portion of a gas pipeline in Alexandria, Louisiana)
- Esperanza Water Service Company
- Greater Ouachita Water Company
- Guadalupe-Blanco River Authority
- Jarrell-Schwertner Water Supply Corporation
- Johnson County Special Utility District
- Liberty City Water Supply Corporation
- Pacific Gas and Electric's electric transmission and distribution system in San Francisco, California
- Pennichuck Corporation's water utility in the City of Nashua
- Rice Water Supply & Sewer Supply Corporation
- City of Superior's Moccasin Mike Landfill
- Utilities Investment Company, Inc. and UIC 13, LLC
- Xcel Energy's electric distribution system in the City of Boulder, Colorado
- An investor-owned utility's electric distribution system in a confidential location

Grant **RABON**

PARTNER

Depreciation

Mr. Rabon has conducted comprehensive depreciation studies to establish appropriate depreciation rates for utilities, including benchmarking depreciation rates among peer utilities. Engagements include projects for the following entities:

- County of Kauai Department of Water
- City of Fort Worth Water Department

Regulatory and Litigation Support

In addition to the regulatory work associated with some of the projects previously mentioned, Mr. Rabon has also provided litigation support to his clients. This includes a project calculating damages owed to three electric cooperatives and one municipally owned utility as part of a wholesale rate dispute with the Lower Colorado River Authority in Travis and Kerr County, Texas District Courts. This included recreating billing determinants and the development of a market access rate. (Cause No. D-1-GN-12-002156 and Cause No. 12-1001-B) In another project Mr. Rabon calculated damages owed to a municipality in a contract dispute with its ERCOT Qualified Scheduling Entity.

Customer Advocacy and Engagement

Mr. Rabon served as the residential rate advocate for Austin Water's water, reclaimed water, and wastewater cost of service and rate design study, 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. This involved participating in a stakeholder engagement process, and presenting at a series of independent meetings with residential customer groups around the City to explain the process and solicit feedback on important policy issues from residents. Also, reviewed and critiqued Austin Water's prior comprehensive rate review, completed in 2009, and 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, provided invaluable input on acceptable practices based on extensive prior work in this venue. In a separate engagement, provided written comments on proposed changes to Austin Water's financial policies.

> TESTIMONY

Public Utility Commission of Texas

- Electric Rate Filing on behalf of Austin Energy – PUC Docket No. 40627
- Interim Electric Transmission Rate Filing on behalf of Texas Municipal Power Agency – PUC Docket No. 51439
- Revenue Requirement and Cost Recovery Issues on behalf of Windermere Oaks Water Supply Corporation – PUC Docket No. 50788
- Electric Transmission Rate Filing on behalf of the City of College Station – PUC Docket No. 52728

Louisiana Public Service Commission

- Water and Wastewater Rate Filing on behalf of Greater Ouachita Water Company – LPSC Docket No. U-34865

> PRESENTATION AND PUBLICATIONS

Mr. Rabon has given various industry presentations focused on utility finances and rates.

American Water Works Association and Water Environmental Federation's Utility Management Conference

- Regionalization Efforts: A Louisiana Case Study (2013)
- Austin Water Affordability Assessment (2020)

National Rural Water Association Conferences

- Rate Planning for a Sustainable System (2018)
- Small Water System Financing 101 (2019)

Texas Public Power Association Conferences

- Adapting to Distributed Generation (2017)
- Is Change Coming?: Transmission Rate Filings at the Public Utility Commission (2018)
- Effectively Managing Significant Rate Changes (2019)

Texas Rural Water Association Conferences

- Keeping Your System Financially Fit; Learn How to Set Good Water Rates (2012)

- CCN Valuations: Financial Considerations Related to Decertification and Expedited Release (2014)
- Water Rates 101 (2015)
- Financial Planning and Tools (2016)
- Rates that Support Current and Future Needs (2018)
- Financial Management and Fiduciary Responsibilities (2019)
- How to Structure Rates to Ensure a Successful Future for Your System (2019)
- CCN Decertification Compensation – What's Fair? (2021)

USDA Rural Development

- Nuts and Bolts of Setting Sustainable Rates (2018)



Mike LANE

PARTNER &
CHAIRMAN OF THE BOARD

Mr. Lane has been a management consultant for over 25 years, including experience in management, organizational development, operations, finance and valuation. Mr. Lane's broad range of experience includes organizational assessments, team building, strategic and business planning, business development, as well as financial and economic feasibility studies. Before starting his consulting career, he served as a submarine based nuclear power plant supervisor in the United States Navy and as an instructor at the U.S. Navy's Naval Nuclear Prototype Training Program in Ballston Spa, New York. Michael has an M.B.A. from the Jack Massey Graduate School of Business at Belmont University, a BBA from Belmont University and an Associates in Applied Sciences in Nuclear Engineering Technology from Thomas Edison State College. He is an Accredited Facilitator of the Five Behaviors of Cohesive Teams workshops and an Authorized Partner of Wiley's The Five Behaviors Program.

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EDUCATION

Master of Business Administration in Finance,
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Bachelor of Science in Business
Administration, Belmont University

Associate of Science in Nuclear Engineering
Technology, Thomas Edison State College

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

Accredited Facilitator of The Five Behaviors of
a Cohesive Team™

Certified Everything DiSC Trainer

Certified Executive Coach

Accredited Senior Appraiser by the American
Society of Appraisers: Public Utilities

KEY EXPERTISE

Organizational Development

Team Effectiveness

Valuation analysis

Financial Planning

Merger and Acquisition

Litigation Support

Organizational Alignment

RELEVANT EXPERIENCE

Organizational Effectiveness

Mr. Lane conducts Organizational Assessments and develops Organizational Development Programs for public sector entities, primarily municipally owned utility companies. These assessments include a combination of document review, interviews with key staff, and observation of staff meetings. The analysis identifies best practices, areas for improvement, and recommended solutions, including team building, organizational alignment, meeting effectiveness, organizational communications and leadership development workshops.

Mr. Lane leads the Organizational Development Team at NewGen that has developed assessment and training tools to assist clients in their quest to become more effective organizations, including an Organizational Effectiveness capability maturity model that allows clients to measure organizational progress over time and virtual workshops related to:

- Meeting Effectiveness
- Emerging Leaders
- Organizational Communications Essentials

Ideally performed in parallel to the Organizational Review, Mr. Lane also conducts an Executive Engagement Strategy Assessments wherein several utility staff meetings are observed, senior leadership is interviewed, and the staff are surveyed. The interviews and corresponding analyses allow the team to develop solutions and workshops that are aligned with the CEO's vision and focus on team development, organizational alignment, communications/meetings within the organization and leadership development.

Mike LANE

PARTNER &
CHAIRMAN OF THE BOARD

Cost of Service and Rate Design

Mr. Lane assists in the preparation of cost of service and rate studies for electric, gas, water, and wastewater utilities. The studies have consisted of determining revenue requirements for the utilities, then allocating the cost-of-service to the appropriate customer class, developing five-year revenue and rate review, and cost un-bundling.

Mr. Lane has also prepared an evaluation of large power billing data for use in developing comparative rate guidelines. With this information, the client was able to identify areas for improving the existing large power rate structure.

Financial Planning & Budgeting Model

Mr. Lane developed a comprehensive financial decision-making tool designed to project the utility's financial performance over a 25-year period. The tool is designed to run multiple scenarios representing various business plans in real-time and is integrated with the client's budgeting, cost of service, and generation planning models as well as other financial and operating inputs. A visual dashboard and other reporting mechanisms have been developed to optimize debt, rate, and capital funding options while calculating key financial performance and reporting metrics.

Mr. Lane has facilitated workshops with various utilities for the development of a financial planning and budgeting tool. As a result of the financial planning process, the utilities were delivered a dynamic, fully integrated financial and budgeting tool allowing finance staff to instantaneously run multiple scenarios, including capital scenario analyses. This Excel based tool includes embedded help and updating capabilities and is compatible with NewGen's rate modeling and cost of service tools.

Municipalization Feasibility Analysis

Mr. Lane conducts feasibility analysis and appraisals regarding the possible municipalization of the assets. His analyses have included estimating annual operating results of the proposed water system over the 20-year study period, under a set of reasonable assumptions regarding such factors as the purchase price of the system, start-up costs, water rates, customer growth, and operation and maintenance expenses, among others. Mr. Lane has also prepared a feasibility analysis for a city regarding the possible purchase of electric assets owned by an investor owned utility. Mr. Lane prepared a 10-year projection of electric utility revenues, expenses, and retail rate impacts under which electrical assets are owned and operated by the City.

Privatization Feasibility Analysis

Due to rising costs of facility development and operation, the client was interested in evaluation of methods to increase efficiency and reduce the cost of providing solid waste management services. Mr. Lane conducted a competitive procurement of private disposal services and prepare the necessary contracts and proposal documents to implement privatized waste disposal. He developed a draft operating contract identifying specific requirements for environmental liabilities, risk allocation, payment, and service levels for the private sector. Mr. Lane and his team conducted a detailed economic analysis comparing privatization with continued use of the client's landfill.

Mike LANE

PARTNER &
CHAIRMAN OF THE BOARD

Appraisals

Mr. Lane conducts appraisals of utility assets in accordance with the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Standards Board and the American Society of Appraisers. He frequently conducts an inspection of the facilities in connection with the appraisal. Mr. Lane develops replacement cost new less depreciation value estimates of the common facilities to support sale/lease-back transactions. He has expertise in projected fair market rental payments, and estimated value of facilities based on the three generally accepted approaches - cost, income and market. Mr. Lane provides recommendations as to which approach to valuation is the best indicator of value for specific properties.

Mr. Lane's experience includes the following types of assets:

- Generation Assets - Mr. Lane has extensive experience performing appraisals of electric generation assets, including coal, gas, nuclear, and renewable assets. He researches the technical profile of the facilities, conducts market simulations, and calculates net cash flow projections, and analyzes a variety of market drivers, including generation resources, environmental factors, fuel prices, transmission constraints, new generation resource characteristics, regulatory considerations, and market economics.
- Mr. Lane has conducted appraisals for Valorem tax purposes in accordance with the Uniform Standards of Professional Appraisal Practice and the Texas Property Tax Code. In addition, Mr. Lane provided expert witness testimony before the 18th District Court.
- Water and Wastewater Assets - Mr. Lane has conducted condition assessments and appraisal studies to estimate a range of acquisition values and an estimation of the value of the system assets using both Cost and Income Approaches. He has assisted clients in considering monetization alternatives of water and wastewater systems, including long-term concession, asset sale, regionalization, and creation of new public entities. Mr. Lane has been involved in the development of a 20-year discounted cash flow model and fair; a solicitation of interest to generate marketplace ideas for more operational synergy and capital program execution; and an evaluation of alternatives and determining an optimum path forward.
- Mr. Lane has also provided oral testimony to county commissions in support of the appraisals he has conducted.
- Transmission and Distribution Assets
- Steam and Chilled Water Assets
- Oil and Gas Assets

Valuation Analysis

Mr. Lane provides valuation assistance and related expert witness testimony for clients. In providing these services, Mr. Lane has performed a valuation of contracted upgrades to facilities and provided qualified and objective analyses of the value of upgrades. Mr. Lane has also provided negotiation support, assisting the client in negotiating a reasonable value.

Mr. Lane performed an allocation of purchase price study for 12 natural gas assets acquired by a client. A detailed review of documentation related to the operating condition of each asset and the purchase transaction was performed. Mr. Lane applied two valuation methodologies, the income approach estimated the contribution of each asset to total net free cash flow and results were used to allocate the purchase price among the entities. The cost approach estimated the portion of the purchase price to be allocated to tangible asset value.

Zak C. **WRIGHT**

MANAGER

Zak Wright performs appraisals, financial analyses, and cost of service and rate design studies. Prior to joining NewGen, he worked as a Commercial Credit Analyst and has experience in corporate finance, pro forma financial analysis, financial modeling, underwriting, banking, and strategic and capital planning. He attained his Master of Business Administration from the Massey School of Business at Belmont University. Mr. Wright is an Accredited Senior Appraiser (ASA), Machinery and Technical Specialties by the American Society of Appraisers.

➤ RELEVANT EXPERIENCE

Cost of Service and Rate Design

Mr. Wright assists in conducting wholesale and retail cost of service and rate design studies for electric distribution, natural gas distribution, water and wastewater utilities to help them understand the operational and financial impacts of their residential and commercial services. These studies include the creation of wholesale and retail rate models in Microsoft Excel that are customized to meet the needs of each client. Many of these studies also included the creation of complex databases from AMI datasets to support the wholesale and retail models. His clients include:

- City of Bonham, TX
- City of Gatesville, TX
- City of Justin, TX
- City of Lewisville, TX
- City of Mansfield, TX
- City of Marshall, TX
- City of Mt. Pleasant, TX
- City of Paris, KY
- Princeton Electric Plant Board, KY
- Corbin Utilities Commission, KY

Financial Planning & Budgeting Model

Mr. Wright developed comprehensive financial models to streamline utility rate design studies and determine the optimal level of funded debt and capital investment within various budget, usage, and customer base scenarios. His clients include:

- City of Denton, TX
- City of Fayetteville, NC
- Cleveland Public Power, OH
- Kentucky Municipal Energy Agency, KY
- City of Georgetown, KY
- Neel-Schaffer, Inc. (City of Biloxi), MS
- Fairbanks Natural Gas / Interior Gas Utility, AK
- City of Charlottesville, VA



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EDUCATION

Master of Business Administration, Belmont University

Bachelor of Business Administration in Finance, University of Tennessee Knoxville

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

Accredited Senior Appraiser (ASA) by the American Society of Appraisers

KEY EXPERTISE

Appraisals and Valuation

Depreciation Useful Life Analyses

Cost of Service and Rate Design

Financial Planning & Budgeting Model

Rate Benchmarking & Analysis

Municipalization Feasibility Analysis

Contract and Formula Rate Review

Power Supply Planning

**NewGen
Strategies & Solutions**

Zak C. **WRIGHT**

MANAGER

Rate Benchmarking

Mr. Wright benchmarked various competitors' rates against those of the client to determine costs based on several factors including specific usage patterns and customer classes. He developed recommendations on the potential rate design. His benchmarking clients include:

- CPS Energy, TX
- City of Bardstown, KY
- Mayfield Electric and Water Systems, KY
- City of Nicholasville, KY

Rate Analysis

Mr. Wright analyzed the impact of fluctuating natural gas and funded debt prices on the economic viability of the construction of a natural gas distribution system and utility in Alaska. He assessed the customer conversion rate and its impact on the utility's ability to deliver gas at a lower price. Mr. Wright also conducted a rate review on behalf of Cumberland River Southeastern Power Administration (SEPA) end-use customers. The review helped illustrate to the power administration that building a 50-year rate that included the cost of all potential capital improvement projects during that period would make the power unmarketable to these customers. This analysis helped encourage the power authority to incorporate a compromise true-up approach into their rate design.

- Cumberland River Southeastern Power Administration (SEPA) customers
- Stantec (Interior Gas Utility), AK

Municipalization Feasibility Analysis

Mr. Wright compiled demographic information from comparable municipal electric districts to approximate customer base, usage, and revenue information in support of the client's investigation into forming a municipal electric system. He utilized the compiled data and the most recent incumbent utility's cost of service data to develop a financial model assessing the financial feasibility of this undertaking and its economic impact on the city and its residents. His municipalization projects include:

- City of Spearfish, SD

Contract and Formula Rate Review

Mr. Wright reviewed annual rate formulas to ensure they comply with settlement agreements between a group of municipal utilities and an investor-owned utility. He also verified that settlement formulas and calculations that the IOU filed with Federal Energy Regulatory Commission (FERC) accurately determined the monies due to the cities. Mr. Wright's clients include:

- Kentucky Municipal Group, KY
- Kentucky Municipal Energy Agency, KY
- City of Paris, KY
- City of Bardwell, KY
- City of Nicholasville, KY

Power Supply Planning

Mr. Wright reviewed request for proposal responses and developed a common-size expense model to determine all-in cost of each respondent's proposal. He also supported the development of the recommendation of project award. His projects include:

- Kentucky Municipal Group, KY
- Kentucky Municipal Energy Agency, KY
- City of Bardwell, KY
- City of Paris, KY

Franchise Fee Analysis

Mr. Wright developed a database to test accuracy of franchise fee payments to a group of cities in Texas. He manipulated approximately 40GB flat file of raw data from discovery into models that tested for underrecovery for cities and provided defensible results

- Lloyd Gosselink

Zak C. **WRIGHT**

MANAGER

Appraisals and Valuation

Mr. Wright performed analyses on appraisals to develop indicators of value using the income, cost, and market approaches of valuation. His appraisal projects include:

Water and Wastewater Systems

- Town of Lexington, SC
- Conrad Consulting & Training LLC, IN
- King George County Service Authority, VA
- Canyon Lake Water Service Company
- Aqua Texas
- SouthWest Water, Inc.
- Central States Water Resources
- Public Utility Commission of Texas
- Clifford, Ross, Raudenbush & Cooper, LLC, AZ
- City of Lawrenceville, GA
- Sands Anderson, PC
- Dentons Bingham Greenebaum LLP
- York Water Company
- Scurry County, TX
- Bickerstaff heath Delgado Acosta LLP
- Gregg Law PC

Power Generation Assets

- Greer, Herz & Adams, LLP, TX
- MWH America, Inc.
- CPS Energy, TX
- Somervell County Appraisal District, TX
- Williams Mullen
- Robbins Schwartz

Hydro-electric Generation Assets

- City of Hamilton, OH
- Dentons Bingham Greenebaum LLP
- Walden Environmental Engineering

Coal Generation Assets

- Tri-State G&T Association, CO
- Rusk County Appraisal District, TX
- Shawnee Community Unit School District 84

Power Distribution Assets

- MWH Corporation, TN
- Middle Tennessee Electric Membership Corp.
- City of Harrisonburg, VA

Oil Refining Facilities

- Greer, Herz & Adams, LLP, TX

Gas Assets

- City of Rockport, TX

Waste-to-Energy Facilities

- Onandaga County Resource Recovery Agency, NY
- City of Lisbon, CT

Power Supply Contracts

- Basic Management, Inc., NV

Solar Assets

- Parker Gentry & Parker, Inc.

Depreciation Useful Life Analyses

Mr. Wright performed actuarial life analyses to determine the estimated useful life span of generation, transmission and distribution plants for depreciation studies. These studies include:

- Los Angeles Department of Water and Power, CA
- City Light & Power, WA
- Tri-State G&T Association, CO
- Kauai Island, HI



Meghan **HELPER**

SENIOR CONSULTANT

Ms. Meghan Helper joined the firm as an Intern in April 2019 and transitioned to a full-time analyst in July of that same year. She assists on cost of service and rate design projects, with an emphasis on data driven analytics. Ms. Helper has a B.S. in Geophysical Engineering and an M.S. in Engineering and Technology Management, with areas of interest in Data Analytics and Project Management. Prior to joining NewGen, Ms. Helper managed a tree nursery and worked in contract geophysics.

CONTACT

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Lakewood, CO 80228

Email: mhelper@newgenstrategies.net

Website: www.newgenstrategies.net

EDUCATION

Master of Science in Engineering and
Technology Management, Colorado School
of Mines

Bachelor of Science in Geophysical
Engineering, Colorado School of Mines

KEY EXPERTISE

Electric Cost of Service and Rate Design

Litigation Support

> RELEVANT EXPERIENCE

Cost of Service and Rate Design – Electric

Ms. Helper assists on cost of service and rate design studies for electric utility clients. She has assisted with load analysis for solar and non-solar data, billing, and distributed generation analysis, as well as proforma development

Ms. Helper's cost of service and rate design projects include:

- City of Aurora
- City of Greenville, North Carolina
- City of Merced, California
- City of Weatherford, Texas
- Glendale Power and Water
- Gonzales Microgrid COS
- Greenville Electric Utility, Texas
- Imperial Irrigation District, California
- Navajo Tribal Utility Authority
- San Francisco Public Utility
- Santee Cooper
- Silicon Valley Power, California
- U.S. Army, Arlington, Virginia
- U.S. Army, Huntsville, Alabama
- U.S. Army, Killen, Texas
- U.S. Army, Monterey, California
- U.S. Army, Vernon Parish, Louisiana
- U.S. Army, Yuma, Arizona

Litigation Support

Ms. Helper has assisted in litigation support and preparation of expert witness testimony in Indiana. Her testimony support is related to revenue requirements, cost of service, and rate design as well as the proper allocation of generation costs given a system's unique characteristics. Ms. Helper's litigation support clients include:

- Indiana Michigan Rate Case
- NIPSCO Rate Case

Meghan **HELPER**

SENIOR CONSULTANT

> **EXPERIENCE PRIOR TO JOINING NEWGEN**

Sunshine Tree Farm (Longmont, CO) – Directing Manager

Managed daily and hire level operations from business development, strategic planning, accounting, marketing, customer relations, scheduling, etc. Oversaw tree transplant projects. Operation of tree spade and skid steer. Health and safety training for new and temporary employees.

Mundell and Associates (Indianapolis, IN) – Field Geophysicist

Designed and executed geophysical survey to define contamination plums and prepare for environmental remediation. Processing, interpreting, and reporting on geophysical data. Equipment maintenance and fabrication. Testing and learning how to use new equipment. Teaching other employees how to use new equipment.



Financial and technical education and training

Harvard University Program for Senior Executives in State and Local Government
Pepperdine University Masters of Business Administration
St. Louis University Bachelor of Science

Michael A. Bell

*Principal, Bell Burnett & Associates
Financial and Strategic Advisors*

+1 209 217 6358

mike@bbaconsult.net



Professional experience summary

- Mike Bell is a Principal with Bell Burnett & Associates Inc., a management and strategic consulting company serving the general municipal, utility and transportation sectors.
- Mike is a finance expert with 40 years of public sector experience as a financial advisor and working within government. Mike spent 20 years in executive management positions in city government and the utility industry.
- Mike founded Michael Bell Management Consulting (MBMC), a strategic and financial consulting firm, and managed the engineering, design, and management consulting services for RW Beck, a nationally recognized consulting engineering company serving the electric, water, wastewater, and solid waste businesses in California. Mike served as Assistant General Manager and Economic Planning Manager for 20 years, working for both the Anaheim Public Utilities and City Water, Light and Power in Springfield (IL).
- Representative experience includes: strategic planning, organizational reviews, operational and financial planning, and program and service development to cities, counties, utilities and special districts.
- Mike has detailed knowledge of both long- and short-term financing strategies and has acted as the key decision-maker in more than \$9.0 billion project financings. He has prepared numerous analyses and feasibility reports used to finance infrastructure, including major water, wastewater, telecommunications, and electric generation, transmission and distribution system projects. Mike has provided expert testimony before various public bodies such as city councils, utility boards, and participating organizations in multifaceted business concerns.

Select engagement experience

- **Moulton Niguel Water District (MNWD)** – Developed a comprehensive update of the MNWD financial plan including the update of financial policies and procedures and development of a long-range financial plan. Annual audits and budgets were completed and adopted; cost of service analysis updated; new water, wastewater, and recycled water rates implemented; drought contingency rates adopted, and two refunding bond issues completed. Each of these tasks and strategies involved considerable stakeholder outreach and communication.
- **Metropolitan Water District of Southern California (MWD)** - Energy Management and Reliability Study (EMRS) - Served as Engagement Leader and assisted MWD with the development of a comprehensive energy management strategy in order to achieve long-term reliable power supply, to protect against energy market price volatility, and to protect against overall cost risks for the operation of MWD’s water distribution system and the Colorado River Aqueduct.



Financial and technical education and training

BA — Princeton University, Politics and East Asian Studies

R. Alexander Burnett

*Principal, Bell Burnett & Associates
Financial and Strategic Advisors*

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alex@bbaconsult.net



Professional experience summary

- Alex Burnett is a Principal with Bell Burnett & Associates Inc., a management and strategic consulting company serving the general municipal, utility and transportation sectors.
- Alex is a finance expert with 30 years of public sector utility and transportation experience as both a banker and financial advisor having served as Head of the West Coast for Public Finance at JP Morgan, a Managing Director at Citigroup and as a Managing Director at Public Financial Management, the nation’s largest independent financial advisory firm serving the public sector, where he spent 15 years.
- Alex has served as senior manager, co-manager or financial advisor on infrastructure transactions in excess of \$50 billion.
- Representative experience includes: financial and strategic planning, cashflow modeling and management, balance sheet strategy, rate design, credit strategy and negotiation, contract negotiation and project financing and delivery.
- Municipal clients include: State of California, San Diego Association of Governments, City of San Diego, City and County of San Francisco, San Francisco Public Utilities Commission, East Bay Municipal Utility District, County of Los Angeles, Metropolitan Water District of Southern California, City of San Jose, Bonneville Power Administration, Energy Northwest, California Public Power Authority, Anaheim Public Utilities, Burbank Water and Power, City of Riverside Public Utilities, Northern California Power Agency, Silicon Valley Power, Transmission Agency of Northern California, Bay Area Rapid Transit District, County of Alameda, Golden Gate Bridge Highway and Transportation District.

Select engagement experience

- **San Francisco Public Utilities Commission – Water System Improvement Program (WSIP), Sewer System Improvement Program (SSIP) and CleanPowerSF:** Served as Engagement Leader for three different enterprise funds of the SFPUC. In this capacity, responsible for the development of a cost optimization and forecasting model for the City’s Sewer System Improvement Program (SSIP), a 20-year infrastructure program with an overall cost in excess of \$4 billion. In addition, served as lead in the bank financing for CleanPowerSF, including the lending of initial \$10 million in working capital as well as providing \$75 million in additional capacity to support the implementation of Phases II and III to secure both additional working capital as well as Power Sales Contracts to enable San Francisco to expand the program to all of the City’s residents and businesses. In this capacity, served as the lead in the pro-forma analysis and the negotiation
- **City of Redding:** BB&A developed a risk assessment and risk mitigation plan for the City’s Electric Utility. In this capacity, BB&A was responsible for completing an independent assessment of the City’s current operating procedures in regard to workflow management, information systems and technology, fleet management and inventory control and organizational management and staffing. Based on this assessment, BB&A developed an actionable plan reporting to the City’s Risk Oversight Committee.

PTI Consulting

Nelson Bacalao

Principal Consultant



Career Highlights

Dr. Bacalao has over 35 years of extensive experience in providing technical and strategic consulting services to utilities, governments, regulators, independent project developers, and the financial community, in the US and internationally. He combines a rigorous academic training in engineering and business with utility, government, and consulting experience in the technical, economic, and regulatory aspects of utility systems. Dr. Bacalao's core competencies are in transmission planning and Integrated Resource Planning and with emphasis in recent years on the integration of renewable generation. Dr. Bacalao also provides expert testimony in support of regulatory processes and in particular the approval of IRPs by regulatory commissions.

Experience

Dr. Bacalao specializes in utility operations and planning. He has provided due diligence evaluation and/or assessment of transmission and distribution utilities for banks, investors, and utility management for more than 22 transmission and distribution companies in 11 countries.

His consulting engagements typically include: inventory and condition assessment of assets, the projection of Capital Expenditures (CapEx) for utilities to meet future load and perform to established quality of service standards, estimation of operating and maintenance costs (OpEx), development of economic-financial models, and formulation of medium and long-term strategic plans.

Given the difficulty of transmission planning in deregulated electric sectors and the special intermittent nature of renewable generation, Dr. Bacalao has developed strong transmission planning experience under uncertainty. He has performed or supervised numerous studies of this type for systems including voltages up to 765 kV. In these studies, Dr. Bacalao conducted or managed the system evaluations

including the formulation of transmission expansion options, load flow and stability studies, production costing impact and, most importantly, the risk evaluations to determine minimum "regret option" and hedging strategies.

Dr. Bacalao has managed or participated in the development of Integrated Resource Plans, feasibility evaluations and technical due diligence analyses of numerous electric generation projects including open and combined cycle plants, hydroelectric projects, wind turbine generation, photovoltaic and large diesel plants. These studies have included: definition of optimal plant size, system impact studies and feasibility (transmission interconnection definition), estimation of capital expenditures and construction time, definition of project financing strategy, projection of fuel and non-fuel costs, and production of projected financial pro forma statements.

Dr. Bacalao has solid experience in regulation for the energy industry, with emphasis on transmission tariff formulation and periodic reviews. He has provided these types of services to regulators, investors, and utilities in countries as diverse as

the USA, Puerto Rico, Mexico, Turkey, Malawi, Belize, Venezuela, and South Africa. Dr. Bacalao has also participated in the financial evaluation and tariff formulation for gas transportation utilities.

Dr. Bacalao has worked in countries across the globe for such multilateral institutions as the World Bank, the Overseas Private Investment Corporation (OPIC), and the Inter-American Development Bank (IDB).

Areas of Expertise

- Transmission Planning
- Generation Expansion Planning
- Generation Interconnection Studies
- Distribution System Planning
- Capital Expenditure Evaluations
- Operating Expenditure Evaluations
- Financial and Economic Modeling
- Due Diligence Evaluations
- Load Forecasting
- Uncertainty and Risk Considerations
- Generation Transmission Deliverability Studies
- Production Costing
- Hydro-Thermal Dispatch Forecasts
- Optimal Thermal Unit Commitment
- Estimation of Renewable Generation Impacts on Ancillary Services such as Frequency Regulation, Load Following and Reserves
- Hydro-thermal Scheduling

Education

- MBA level program, Advanced Managerial Program (PAG-VII) Instituto de Estudios Superiores en Administración (IESA), Caracas, Venezuela, 1990
- PhD, Electrical Engineering, University of British Columbia, Vancouver, BC, Canada, 1987
- Master Engineering (Electrical), Rensselaer Polytechnic Institute, Troy, NY, 1980
- Electrical Engineer, Universidad Simón Bolívar, Caracas, Venezuela, 1979

Professional Memberships

- Member of the IEEE and its Power & Energy Society
- Member of the Colegio de Ingenieros de Venezuela

Languages

- English
- Spanish

Publications

1. "The Role of HVDC in Wind Integration in the Grid of the Future," presented at the CIGRE US National Committee 2012 – Grid of the Future Symposium, Kansas City, MO, October 28 – 30, 2012 (co-authors: W. Galli, A. Landon, and M. Korytowski).
2. "An Efficient Method for Planning Low Voltage Secondary Distribution Networks: Selection of Transformer Ratings and Conductor Types," presented at the DistribuTECH Conference and Exposition, Tampa, FL, March 23, 2010 (co-authors: J.C. Ledezma and P. Duvoor).
3. "Considerations on the Use of HVDC for CREZ Transmission," presented at the IEEE 2009 Power System Conference and Exhibition, Seattle, WA, August 2008 (co-authors: W. Galli, M. Hutson, and R. Nadira).
4. "Measuring the Performance of Distribution Utilities - A Top-Down/Bottom-Up Approach," in Proc. 2006 IEEE PES Latin American T&D C&E, Caracas, Venezuela (co-author: R. Nadira).
5. "Strategic Assessment of Supply Options in Power Systems with Significant Supply Uncertainty," in Proc. Probabilistic Methods Applied to Power Systems (PMAPS-2004), September 12-16, 2004, Iowa State University, Ames, IA, pp. 867-872 (co-authors: R. Nadira, H. Fendt, C. Dortolina, and J. Di Bella).
6. "Supply Risk Analysis in Electricity Markets from the Perspective of a Large Customer," in Proc. 2004 IEEE PES General Meeting, Denver, CO, June 2004, pp. 180-185, vol. 1 (co-authors: H. Fendt, R. Nadira, C. Dortolina, and J. Di Bella).
7. "PCAP Program Adapted for Islanding Studies: Integrated Resource Planning in Developing Countries - A Novel Approach," presentation in panel session of IEEE PES General Meeting, Denver, 2004 (co-authors: C. Dortolina and M.P. De Arizón).
8. "Evaluation of Transmission Tariff Methods in Restructured Power Markets," in Proc. IEEE 2003 PES General Meeting, Toronto, ON, Canada, July 2003, vol. 2 (co-authors: R. Nadira, H.M. Merrill, and C. Dortolina).

9. "Evaluation and Design for Compact Transmission Lines," 4th Jornadas Hispano-Lusas, Oporto-Portugal, July 1995 (co-author: M.P. De Arizón).
10. A Model for the Synchronous Machine using Frequency Response Measurements," IEEE, San Francisco, CA, 1994 (co-author: M.P. De Arizón).
11. "Study for the Insulation Level Optimisation of 230 kV and 115 kV Substations," IEEE, Latincon 1992 (co-author: M.P. De Arizón).
12. "A New Methodology for the Optimisation of Insulation Levels in 230 kV and 115 kV Substations," CIGRE, Argentina, 1991 (co-author: M.P. De Arizón).
13. "Transient Stability Studies for the Venezuelan Bulk Transmission System Considering HVDC links," Erlac-Cigre Foz de Iguazu, Brazil, 1988 (co-authors: G. Pesse, J.M. Aller, M.P. De Arizón, and A. Negrin).
14. "Optimal Tuning of Power System Stabilizers," IV Power System Congress, Puerto La Cruz, Venezuela, 1986.
15. "Fast Stability Simulations Based on Frequency Responses," IV Power System Congress, Puerto La Cruz, Venezuela, 1986.
16. "Modeling of an HVDC Link in a Load Flow and Stability Program," IV Power System Congress, Puerto La Cruz, Venezuela, 1986.

Nelson Bacalao
Principal Consultant
Siemens Power Technologies International
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Amit Gohil

Managing Director, Energy Business Advisory



Career Highlights

Mr. Gohil has 20+ years of experience serving power and utilities, broader energy and financial services industries. Mr. Gohil's areas of focus include portfolio optimization, commodity risk management, financial analysis and modeling, long-term planning, and assisting clients transform business processes, especially those related to energy trading and risk management. He has wide ranging experience and knowledge of power, natural gas, and Liquefied Natural Gas (LNG) markets in North America. Mr. Gohil brings demonstrable hands-on experience in the areas of project management, business analysis, and technology evaluations including energy storage. He is also proficient in developing hedge programs to limit market risk exposure within desired tolerances, developing risk analytics, real asset valuations, and pricing of full-requirements contracts.

Mr. Gohil is also a certified Energy Risk Professional – a designation that he earned from Global Association of Risk Professionals (GARP). He has also passed Chartered Financial Analyst (CFA) Level II exam.

Experience

During his tenure at Siemens PTI since 2016, Mr. Gohil has designed and managed commodity risk management programs at Community Choice Aggregators (CCAs), municipal utilities, and large institutional consumers. He has designed and developed pro-forma financial models to value utility scale renewable Power Purchase Agreements (PPAs) incorporating probabilistic analysis. He has overseen the procurement of full requirements and standard block power supply for two regulated utilities operating in the PJM market. He has built pro forma revenue requirements model for large, regulated investor-owned, federally-owned, and municipal-owned utilities to forecast future retail rates. He has conducted process assessments of front-, middle-, and back-office energy trading functions at large gas and power utilities, Retail Energy Providers (REPs), and energy trading houses. He led the financial analysis and modeling effort to investigate the rate impacts if a large municipal utility were to exit from its long term full requirements wholesale supply contract with its long-time

supplier. He assisted a large gas utility with two valuation and deal-structuring efforts for public-private-partnership arrangements to fund proposed Liquefied Natural Gas (LNG) liquefaction projects and helped the negotiations for an Asset Management Agreement (AMA) as part of the LNG deal. He wrote a comprehensive report on stationary energy storage assessing the current technology, and commercial landscape, presenting a forecast of the technological advances expected in the near to long term, and expected evolution and adoption of future technologies.

Prior to joining Siemens PTI, Mr. Gohil served as a management consultant at a couple of global consulting firms. He was a Senior Manager at Ernst & Young's Commodities Markets Advisory Practice (2013-2016) and a Manager at Accenture's Risk Management Practice (2010-2013). While there, Mr. Gohil was mainly focused on assessment of gas and power trading activities, implementation of an Energy Trading and Risk Management (ETRM) system implementation, design and implementation of controls to reduce operational risks at

financial institutions engaged in commodity trading activities, REPs, and oil supermajors. He also assessed an energy trading firm's strategy to syndicate funding of their retail aggregation portfolio to third parties through a joint venture with a focus on credit risk exposure to the trading firm as a result.

Prior to his consulting career, from 2002 to 2010, Mr. Gohil worked at Nexant, Inc, where he was a senior member of the development team for the Portfolio Risk and Yield Management system (PRYM). While there, Mr. Gohil maintained various analytical modules of PRYM including

multivariate simulation of the weather-load-price space, dynamic programming based economic dispatch of generation resources and valuation of options, futures & structured deals. He designed and developed a Gross-Margin-at-Risk (GMaR) based methodology to assist Independent Power Producers (IPPs) and utilities measure and manage risks within their portfolios of physical generation assets and financial swaps and options. In addition to that, Mr. Gohil worked on architecting a Demand Side Management (DSM) system that helped utilities manage their energy efficiency programs.

Areas of Expertise

- Portfolio Optimization
- Gas & Power Markets Expertise
- Energy Risk Management
- Hedge Program Design
- Risk Analytics
- Long-term Planning
- Financial Analysis & Modeling
- Project Management
- Business Process Improvements
- Front-, Middle-, Back-Office Process & Controls Assessment for Energy Trading
- Real Asset Valuation

Education

- M.S. in Industrial Engineering, University of South Florida, Tampa, Florida
- B.S. in Production Engineering, University of Poona, India

Professional Certifications

- Energy Risk Professional, GARP
- Passed CFA Level II Exam

Articles & Publications

- "A staged approach to managing long-to-near-term supply portfolio for load serving entities", Working Paper, June 2020 (co-author: B. Despard).
- "Unpacking the Zero Price Paradox", *LinkedIn*, 2018
- "Renewed Focus on Risks faced by Renewable Developers", *LinkedIn*, 2018
- "The Path to Additionality", *LinkedIn*, 2018
- "Energy Storage Technology Assessment", White Paper, 2018 (co-author: A. Kumar)
- "Isolated Systems: Electricity Sector in New Zealand", 2016
- "Capital Project Risk Management Framework", White Paper, Accenture, Houston, Texas, 2013 (co-author: J. Lindgren).
- "Integrated Simulation Modeling of Weather, Load & Prices in Energy Markets", *Energy Risk*, 2008 (co-author: E. Sun).
- "Generation Asset Valuation Under Market Uncertainties", IEEE PES General Meeting, June 24-28, 2007, Tampa, Florida, USA (co-authors: E. Sun, E. Liu).
- "Successfully Deploying a Portfolio Risk Management Solution", August 2005 (co-authors: E. Sun, G. Considine)

Professional Memberships

- Global Association of Risk Professionals (GARP)

Languages

- English
- Hindi

Amit Gohil
 Managing Director, Energy Business
 Advisory Siemens Power Technologies
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The Siemens logo is displayed in a bold, teal, sans-serif font. It is positioned in the upper left quadrant of the page, set against a background of a glowing, golden-yellow electrical grid or power network that spans across the top of the document.

PTI Consulting

Ismail Sahin

Consultant



Career Highlights

Mr. Sahin has 11 year experienced and heavily involved in power system analyses such as Distribution System modeling, analysis and especially load forecast, economic analyses, planning and capital expenditure calculations in many regions of Turkey and United States. He has also performed Transmission system planning studies internationally and Technical & economical evaluations of energy storage devices in distribution and generation side. He is an expert of Siemens PTI's electrical power system simulation software PSS®SINCAL and integration projects between GIS and PSS®SINCAL. Additionally, Mr. Sahin is an instructor at Siemens Power Academy – Turkey. He has taught various power system courses (basic and advanced) and PSS®SINCAL trainings to power system engineers internationally.

Experience

Since joining Siemens PTI Turkey in 2010, Mr. Sahin has participated in the following projects: A Distribution System Master Plan project for KCETAS Distribution Company in Turkey as project engineer; A Distribution System Master Plan project for ADM EDAS Distribution Company in Turkey as technical project manager; A Distribution System Master Plan project for MERAM EDAS Distribution Company in Turkey as technical coordinator; A Distribution System Master Plan project for Uludag EDAS Distribution Company in Turkey as technical project manager. These distribution planning studies are considering distribution system modeling, determination of appropriate network structure, statistical & spatial load forecast, contingency analyses, capital expenditure calculations, economical evaluations, prioritization of investments. He has distribution study experiences also in United States. The project is for Duke Energy and includes spatial load forecast and evaluating of substations for North and South Carolinas. Another reference project is the detailed distribution system planning for City of Columbia Water & Light (CWL) considering future load forecast, DER and energy efficiency impacts. He is also studied in transmission planning for Iraq Transmission

Network. The contents of this study are checking the proposed investments for the problems and offering new solutions for short term if required according to loading, voltage and short circuit violations. Also, he has worked loss evaluation and R&D studies such as storage device evaluation for Distribution companies.

Mr. Sahin is using Siemens PTI's electrical power system simulation software PSS®SINCAL and PSS®E which allow him to run steady state (load flow, short circuit, voltage and thermal capacity violation analysis and loss calculation) load development, substation analyses etc. Additionally, he is managing integration projects mostly between GIS and PSS®SINCAL for distribution companies.

He has taught various power system and PSS®SINCAL courses. The power system courses vary from basic ones (i.e. load flow, short circuits) to the advanced ones (i.e. contingency analyses, statistical and spatial load forecast, evaluation of HV substations and proposing of new ones, distribution network planning with technical and economic aspects). The PSS®SINCAL courses vary from basic modules to advanced modules. (i.e. load flow, short circuit, load

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development, compensation optimization, contingency analysis, load profile, load balancing etc.)

While he was studying at the University for his Master's Thesis, he focused on distribution planning and especially for selection of the best solution under multiple criteria cases.

Areas of Expertise

- Power System Analysis
- Distribution System Planning
- Distribution System Modeling and Analysis
- Load Forecasting
- Prioritization of Investments
- Capital Expenditure Evaluations
- Transmission System Planning
- Financial and Economic Modeling
- GIS & Power System Software Integrations

Education

- Master Engineering (Electrical), Istanbul Technical University, Istanbul, Turkey, 2014
- Electrical Engineer, Istanbul Technical University, Istanbul, Turkey, 2010

Professional Memberships

- Member of the Chamber of Electrical Engineers Turkey

Languages

- English
- Turkish

Publications

1. "Living Master Plans and Smart Engineering Solutions," in CIGRE Regional South-East European Conference, Sibiu, Romania, October 10 – 12, 2012 (co-authors: S.Y. Gunaltay, N.J. Bacalao, and B. Akduman).
2. "Multiple Criteria Decision Making in Distribution System Planning," presented at the 9. International Conference on Electrical and Electronics Engineering, Bursa, Turkey, November 2015 (co-authors: M. Bagriyanik).
3. "A Unique Geographic Land Spatial Methodology to Plan the Electrical Power Distribution System in Carolina" DistribuTECH Conference, 2019 (co-authors: N.J. Bacalao, J. Matheus, Md. M. Chowdhury)

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The Siemens logo is displayed in a bold, teal, sans-serif font. The background of the entire page is a blurred image of a power grid at night, with glowing yellow and orange lines and nodes against a dark sky.

TRC Management Solution

Jorge Matheus, B.S.E.E.

Consultant



Career Highlights

Mr. Matheus is an Electrical Engineer with over 40 years of professional experience. He has extensive experience performing Inventory, Diagnostics and Planning of Distribution Systems for several companies both in developed and developing countries. His experience includes the Inventory Pick-up, Network Drawings-Mapping (GIS-CAD), Diagnostic and evaluation of the condition of the systems, Planning, Spatial Demand Forecast in long, Medium and Short Terms. Substations scheme for technical- Economical studies. Resistivity, Earthing & Grounding in substation and transmission lines studies.

Experience

Mr. Matheus specializes in transmission and distribution system planning. He performed spatial load forecast distribution planning with EV load and PV injection, for Columbia Missouri. Load forecast and spatial load allocation for more than 100 counties, 1000 S/E's in North and South Carolina for Duke Energy. He led the distribution substation scheme technical and economic review for the City of Ciudad Bolívar. He was instrumental in completing various due diligence review of electric vertically integrated transmission, distribution and related utilities. He has performed numerous power flow analysis such as resistivity and grounding calculation in two layered soil, insulated cable parameters and ampacity calculation and Electromagnetic Field analysis for High Voltage Line Right of Way

Mr. Matheus is the author of the "Integrated Distribution Systems Analysis-PADEE" software used nationwide in Venezuela and was used in three projects for California, and the Carolinas. This software included Planning, Operation, Maintenance, Customers department support, Transmission lines tower or poles placing, Overcurrent Protection

coordination and setting, and others. He has been the Project chief and Management of designing more than 50 sub transmission and distributions lines, and more than 30 cities distribution planned. He also has experience in developing Operation Manual of new utilities equipment. Also has experience in substation and distribution equipment, specification. He is an expert in CAD-CAE drawing. Mr. Matheus has a strong interest in continuing developing the methodology and software for spatial load forecast including EV, EV and BESS, to automate the Forecast functions for the power electric distribution utilities. Planning distributions systems along with Planning Projects, Inventories and Mapping forecast, DER and energy efficiency impacts.

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Areas of Expertise

- Power System Analysis
- Distribution System Planning
- Distribution System Modeling and Analysis
- Load Forecasting
- Prioritization of Investments
- Due Diligence Evaluations
- Capital Expenditure Evaluations
- Transmission System Planning
- Financial and Economic Modeling
- GIS & Power System Software Integrations

Education

ISO 9000 Quality standard Documentation Structure

Management for Engineers IESA. (Caracas – Venezuela)

Master Engineering Power systems, Universidad Central de Venezuela, 1985

Modern Methods of Analysis and Protection of Electric Power Systems, The Ohio State University

Electrical Engineer, Universidad Simón Bolívar, Caracas, Venezuela

Masters degree, Universidad Central De Venezuela

Professional Memberships

Colegio de Ingenieros de Venezuela: 27.918 (Venezuela Engineer BAR)

Languages

- English
- Spanish

Professional Experience

2004 – Present Ingeniería y Construcción MATMOR, C.A. Executive Manager

1997 – 2004 Bucros Sistemas, C.A. Executive Manager

1988 – 1990 Ingeniería Bucros. Chief of Consultant Department, Consultant Department Manager

1979 – 1988 ESINCA Project Engineer

Jorge Matheus
 Consultant
 TRC Management Solution
 jorgematheus@gmail.com



THANK YOU!



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