



CITY OF MARSHALL

COMMISSION AGENDA INFORMATION SHEET:

MEETING DATE: May 26, 2016

PROJECT: Consider approval of an Engineering Services contract with KSA Engineers for Phase 1 engineering and services related to specifying, purchasing, and installing new advanced water meters and reading system. (Public Services Director)

DESCRIPTION: On April 14, 2016, the City Commission approved a staff request to negotiate an engineering services agreement with KSA Engineers of Longview, Texas related to the automated water reading program. There is actually two separate engineering processes involved in the project – Phase 1 is the initial investigation and development of the type metering system, and Phase 2 will include issuing a Request for Proposals from qualified vendors and then inspection and oversight of the actual installation of new meters and reading software and hardware. We will not move to Phase 2 of this process, until we develop an estimated total cost for the project and receive approval from the City Commission to negotiate a cost with KSA Engineers to move forward.

As a reminder, this project includes the evaluation, engineering, and procurement process to convert our existing manual read water meters to an Advance Meter Infrastructure (AMI) system. An AMI meter and reading system will use fixed antennas to read our approximately 9,350 active water meters, at the flip of a switch.

We met with KSA Engineers to negotiate a cost for Phase 1 of the AMI Meter Project, and reached an agreement of \$47,500 (see attachment “A”) for Phase 1 of the project. Phase 1 is scheduled to be completed in 90 days or less and requires a report to, and approval of, the City Commission before moving onto Phase 2, which is the actual procurement and installation portion of the project.

For those newly elected to the City Commission, we are required by State Purchasing Regulations to utilize a Request for Qualifications (RFQ) process when selecting an engineering firm; the selection must be based on the firm deemed to have the highest qualifications for that particular type project and the choice cannot be based on price. The RFQ process requires an evaluation and a negotiated contract and cost with the recommended engineering provider.

Attached is a copy of the Agreement, with Exhibit A (scope of services and compensation) and Exhibit B (Request for Qualifications bid package).

COST:
\$47,500.00

FUNDING:	<u>Acct. Name & No</u>	<u>Original Budget</u>	<u>As Bid</u>
	40-0412-20-03	-0- New Project	\$47,500.00

RECOMMENDED

ACTION:

Authorize the City Manager to execute an Agreement with KSA Engineers for Phase 1 engineering and services related to specifying, purchasing, and installing new advanced water meters and reading system at a negotiated cost of \$47,500.00. (Public Services Director)

CITY CONTACT: J. C. Hughes, Public Services Director 903-503-4503

ATTACHMENTS:

- Contractual Agreement
- Exhibit A – Scope of Services and Compensation
- Exhibit B – AMI Bid Package

cc: Lisa Agnor, City Manager
Jack Redmon, Support Services Director
Yvette Graham, Water Billing Manager

RECEIVED

APR 25 2016

City Of Marshall
PW/12111508

THE STATE OF TEXAS §
 §
COUNTY OF HARRISON §

KNOW ALL MEN BY THESE PRESENTS

THIS CONTRACT is made and executed in duplicate as of the _____ day of _____, 2016, by and between the **CITY OF MARSHALL, TEXAS**, acting through its duly authorized representatives, P.O. Box 698, Marshall, Texas (City) and **KSA ENGINEERS, INC.**, 140 E. Tyler Street, Suite 600, Longview, Texas, **75601**, (CONSULTANT).

AGREEMENT

Article 1. Responsibilities of the Parties

CONSULTANT shall undertake and complete the tasks as stated in this Contract, including the attached Exhibits "A" – KSA Engineers, Inc. in response to City of Marshall RFQ – AMI Water Meters and System Evaluation No. WU-2016-1-AMI (Exhibit B) and (together referred to hereinafter as the "Contract") and in accordance with all terms and conditions stated therein.

CITY shall designate in writing a person(s) to act as CITY's representative with respect to the services to be rendered under this Contract. Such person(s) shall have complete authority to transmit instructions, receive information, and interpret and define CITY's policies and decisions with respect to CONSULTANT's services for the Project.

CITY shall assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the Project including reports and any other data relative to the Project.

Article 2. Period of Service

The services to be provided under this Contract shall commence within seven (7) days after the date of final execution of this Contract by all parties as said date is so written above.

The services called for by this Contract will be completed and all reports, documentation and other tangible materials submitted within the stipulated period indicated in the attached Exhibits "A" (the "Contract Period").

If CITY requests significant modifications or changes in the general scope, extent, or character of the Project, the time of performance of CONSULTANT's services may be adjusted equitably to reflect the additional time and expenses, if any, incurred by CONSULTANT to respond to the CITY's request.

Article 3. Compensation

For all services to be rendered by CONSULTANT under this Contract, CITY shall pay to CONSULTANT an amount based on the schedule set forth in the attached Exhibit "A."

CONSULTANT shall submit a statement for the services rendered. CITY shall make payment upon said statements within ~~ten~~ (10) days following approval thereof.

THIRTY (30) DAY

Article 4. Contract Amendments

Changes in the terms and conditions of this Contract can be made only by written amendment executed by the parties hereto prior to the changes being made.

Article 5. Additional Work

If the CONSULTANT is of the opinion that any work it has been directed to perform is beyond the scope of this Contract and constitutes additional work, the CONSULTANT shall promptly notify the CITY in writing. In the event that the CITY finds that such work constitutes additional work, the CITY shall do one of the following: (a) advise the CONSULTANT of the CITY's decision and provide compensation for doing the additional work on the same basis as the original work; or (b) advise the CONSULTANT not to perform the work. If the compensation for the additional work will cause the maximum amount payable to be exceeded, a written amendment will be executed.

Article 6. Indemnification

The CONSULTANT shall protect, indemnify and save harmless the CITY and the CITY's agents, officers, employees, subcontractors, or assigns from all claims and liability due to the acts or omissions of the CONSULTANT, its agents, officers, employees, subcontractors, or assigns in the performance of this Contract. The CONSULTANT also agrees to protect, indemnify and save harmless the CITY and the CITY's agents, officers, employees, subcontractors, or assigns from any and all expenses, including attorney fees, all court costs and awards for damages, incurred by the CITY or the CITY's agents, officers, employees, subcontractors, or assigns in litigation or otherwise resisting such claims or liabilities as a result of any activities of the CONSULTANT, its agents, officers, employees, subcontractors, or assigns in the performance of this Contract.

Article 7. Noncollusion

The CONSULTANT warrants that the CONSULTANT has not employed or retained any company or person, other than a bona fide employee working for

the CONSULTANT, to solicit or secure this Contract, and that the CONSULTANT has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. If the CONSULTANT breaches or violates this warranty, the CITY shall have the right to annul this Contract without liability or, at its discretion, to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, gift, or contingent fee.

Article 8. Termination

The CITY may terminate this Contract, with or without cause, in part or in whole, at any time before the date of completion of the work covered by this Contract. The CITY shall give written notice to the CONSULTANT at least seven (7) days prior to the effective date of termination specifying the effective date of termination.

If both parties to this Contract agree that the continuation of the Contract in whole or in part would not produce beneficial results commensurate with the further expenditure of funds, the parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.

Upon termination of this Contract, whether with or without cause, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc., prepared by the CONSULTANT shall, at the option of the CITY, be delivered to the CITY with no restriction on future use.

If this Contract is terminated by the CITY, the CITY shall compensate the CONSULTANT for services performed in accordance with the terms provided in Exhibit "A", "Professional Service Fees

Article 9. Insurance

CONSULTANT shall maintain, at no expense to CITY, a professional liability (errors and omissions) insurance policy placed with a company authorized to do business in Texas, in an amount not less than one million dollars (\$1 million) for each occurrence, one million dollars (\$1 million) in the aggregate (Claims Made Policy); and,

The Contractor will indemnify and save harmless the City, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys fees arising out of a willful or negligent act or omission of the Contractor in the performance of this contract. The City will not be responsible for negligence of Contractor, or any of its agents, employees, or customers.

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 conjunction with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The insurance must name the City as additional insured and shall insure the City in the same general terms and the same general effect. It shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve Contractor of any contractual responsibility or obligation. The cost of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder.

MINIMUM INSURANCE LIMITS

Type of Coverage	Minimum Per Occurrence	Aggregate Minimum
Workers Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability	\$1,000,000	\$1,000,000
Property Damage	\$1,000,000	\$1,000,000
Comprehensive Auto Liability Bodily Injury	\$1,000,000	
Comprehensive Auto Liability-Property Damage	\$500,000	

Article 10. Controlling Law

Without regard to any rules on conflicts of law, this Contract shall be subject to and interpreted in conformance with the laws of the State of Texas and the ordinances of the City of Marshall, Texas, unless expressly provided otherwise by federal law or regulations. Venue for any action arising hereunder shall lie exclusively in Harrison County, Texas, for actions in state court and in the Eastern District of Texas, for actions in federal court.

Article 11. Compliance with Laws

The CONSULTANT shall comply with all Federal, State, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Contract, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and

regulations. When required, the CONSULTANT shall furnish the CITY with satisfactory proof of its compliance therewith.

Article 12. Successors and Assigns

CITY and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of CITY and CONSULTANT (and to the extent permitted by this Article, the assigns of CITY and CONSULTANT) are hereby bound to the other party to this Contract and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, Contracts and obligations of this Contract.

Neither CITY nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Contract without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and consultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder, provided such independent associates or consultants are approved in writing in advance by CITY and are paid by CONSULTANT.

Article 13. No Third-party Beneficiaries

Nothing under this Contract shall be construed to give any rights or benefits in this Contract to anyone other than CITY and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of CITY and CONSULTANT and not for the benefit of any other party.

Article 14. Special Provisions

Any other provisions of this Contract or other documents included by reference herein to the contrary notwithstanding, the following provisions shall apply to this Contract and the respective duties and responsibilities of CITY and CONSULTANT affected thereby:

As to the contractual relationship between CONSULTANT and CITY, CONSULTANT is and shall be considered in all things an independent contractor.

This Contract shall not be subject to binding arbitration.

Article 15. Exhibits

The following exhibit is attached to and made a part of this Contract:

Exhibit "A," CONSULTANT's Agreement of services. However, where the terms and provisions of the above referenced exhibit shall conflict with the terms and provisions of this standard contract, this standard contract shall control.

Exhibit "B," CITY OF MARSHALL's RFQ AMI Water Meters and System Evaluation No. WU-2016-1-AMI. However, where the terms and provisions of the above referenced exhibit shall conflict with the terms and provisions of this standard contract, this standard contract shall control.

Article 16. Entire Contract

This Contract, together with the exhibit(s) identified in Article 15, constitute the entire Contract between CITY and CONSULTANT and supersede all prior or oral understandings.

Article 17. Term of Contract

Project shall be completed no later than 90 days from execution of the agreement.

Article 18. Signatory Warranty

The signatories to this Contract warrant that each has the authority to enter into this Contract on behalf of the party he or she represents.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year first above written.

CITY:
CITY OF MARSHALL, TEXAS
401 SOUTH ALAMO
MARSHALL, TX 75760

By: _____
Lisa Agnor
City Manager

CONSULTANT:
KSA Engineers, Inc.
140 E. Tyler Street, Suite 600
Longview, Texas 75601

By: 
Printed Name: Mitch Fortner, P.E.
Title: President

ATTEST:

Debbie Manuel
City Secretary

ATTEST:



Printed Name: Joncie Young
Title: Director of Municipal Services

APPROVED AS TO FORM:

Todd Fitts
City Attorney

(execute two originals)

Exhibit "A"

City of Marshall
AMI Water Meters and System Evaluation
No. WU-2016-1-AMI

Scope of Services

1. Conduct a kick-off meeting with all interested and affected city staff (management, billing, water production, maintenance, etc.)
 - a. Identify study goals and objectives
 - b. Receive input from affected city departments (management, billing, water production, maintenance, etc.)
2. Conduct Inventory and Survey of Existing Meter Installations
 - a. Obtain existing meter information from city (size, quantity, age, manufacturer, etc.)
 - b. With the assistance of City personnel, inspect all forty-six (46) active 3-inch and larger meter installations and evaluate the work needed at each location to replace the meter
 - c. Conduct a survey of approximately fifty (50) 2-inch and smaller meters to determine a representative scope of work required for meter replacement at these locations
 - d. Assist the City in the selection and collection of a representative sample of existing meters to be sent to a testing laboratory for accuracy (testing cost, if any, not included)
 - e. Evaluate the data from the meter tests and estimate increased revenue associated with the replacement of inaccurate meters
3. Evaluate each major AMI manufacturer's system advantages and disadvantages with respect to:
 - a. Meter design
 - b. Effective reading range
 - c. Required reading components
 - d. Upgradeability
 - e. Maintenance requirements and costs
 - f. Warranty
 - g. Technical Support
 - h. Software capabilities
 - i. Data transmission technology
 - j. Cost for meter switch out and AMI conversion
4. Evaluate the requirements for integration of selected AMI system with the City of Marshall's existing billing software.
5. Make one site visit, along with City personnel and/or officials, to view the operation of the preferred technology identified by the Study.
6. Make a recommendation regarding the technology best suited for use in the City and provide an estimate of total cost for the project.
7. Identify major components of a future RFP to be sent to selected vendors/installers.
8. Prepare a list of acceptable vendors/suppliers to be included in the RFP process at a later date.
9. Identify potential sites for data collection towers needed for fixed base systems.

10. Prepare a report of the findings and recommendations of the study and present the information to the City Commission for consideration.

Schedule

The final study and report will be submitted within 90 days from the date of contract approval.

Compensation

Compensation for the services outlined above is a lump sum amount of \$47,500. A portion of the Lump Sum will be billed monthly based upon Engineer's estimate of the services actually completed during the billing period.

Exhibit "B"



City of Marshall, Texas

Request for Qualifications

AMI Water Meters and System Evaluation – Engineering – Procurement Process Bid No. WU-2016-1-AMI

Issued: March 13, 2016
Receipt Deadline: 2:00 PM, March 28, 2016

J.C. Hughes
Public Services Director
City of Marshall, Texas
605 East End Blvd. South
Marshall, TX 75670
903-935-4489
jchughes@marshalltexas.net

REQUEST FOR QUALIFICATIONS

**CITY OF MARSHALL
P.O. BOX 698
605 East End Blvd South
MARSHALL, TEXAS 75671**

BID NO. WU-2016-1-AMI

Sealed RFQ Proposals are requested by the City of Marshall on the herein-described item (s):

Request for Qualification Proposals from qualified service firms to assist the City Water Utility System in the evaluation, engineering, procurement, and installation process of a fixed based Advanced Metering Infrastructure ("AMI") water meter and metering reading system

Address RFQ Proposals to the attention of the Public Services Director, City of Marshall, Address proposal(s) to the attention of the J.C. Hughes, Public Services Director, City of Marshall, P.O. Box 698, Marshall, Texas 75671 - or - FedEx/UPS/Etc. proposal to 605 East End Blvd South, Marshall, Texas 75670 (the postal service does not deliver regular mail to our Water Plant street address). Proposals must be in a sealed envelope or package, with the RFQ #, opening date and time, and item proposed, clearly marked on the lower left-hand corner of the envelope or package.

Proposals will be publicly opened, read aloud, and tabulated at 2:00 PM (receipt deadline), Monday, March 28, 2016 in the Conference Room, 2nd Floor, of the Marshall Water Treatment Plant, 605 East End Blvd. South, Marshall, Texas.

Specifications and proposal information may be obtained from the office of the Public Services Director at 903-503-4503, or email jchughes@marshalltexas.net in Marshall, Texas.

Directly faxed or emailed proposals will not be accepted by the City of Marshall and proposals received after the receipt deadline will be rejected and returned unopened.

The City of Marshall reserves the right to reject any or all bids, waive any or all formalities, and to award a contract to the bidder who provides goods and/or services at the best value for the municipality in accordance with the Texas Local Government Code.

J. C. Hughes
Public Services Director
City of Marshall, Texas
903-503-4503

Advertise: March 13, 2016
 March 20, 2016

CITY OF MARSHALL, TEXAS REQUEST FOR QUALIFICATIONS

AMI Water Meters and System Evaluation – Engineering – Procurement Process

The City of Marshall, Texas (the “City”) desires to undertake the evaluation, engineering, and procurement process (including construction and installation oversight) for a fixed based Advanced Metering Infrastructure (“AMI”) water meter and metering reading system, with the assistance of a qualified service firm (the “Service Provider”) and is accepting Request for Qualification proposals (“RFQ”) for the purpose of possibly entering into a service agreement (the “Agreement”) to assist the City’s water utility system (the “Utility”). The process is intended to achieve an AMI water metering and reading structure that will increase metering efficiency, reduce water loss, and assure adequate revenues for operations and capital improvements on a self-sustaining basis, while also considering the economic impact on the Utility’s customers.

The ultimate purpose of the RFQ is to provide the City with information sufficient to support recommendations with regard to determining the most appropriate meter and meter reading system when considering all issues, such as cost/benefit principles, financial stability, data collection, future operational costs, best overall meter and system, develop Request For Proposal (“RFP”) packet and Bidders List, vendors evaluation assistance, system procurement assistance, construction and installation oversight, and staff and customer education.

1. Information about the City.

Marshall is located in a rural setting of Northeast Texas, at the intersection of Interstate 20 and US Highway 59 approximately 220 miles north of Houston, Texas, 150 miles east of Dallas, Texas, 41 miles west of Shreveport, Louisiana, and 20 miles west of the Texas/Louisiana state line. The city was founded in 1841, covers 29.6 square miles of incorporated city limits, and serves as the county seat of Harrison County. Marshall has a very rich history and is home to several colleges/universities of higher learning (East Texas Baptist University, Texas State Technical College, Wiley College). Marshall’s economy is emerging as the oil and gas industry hub, a cultural and arts center, a top tourist destination in the Ark-La-Tex, and the musical center of East Texas. The 2010 Census reports the city’s population as 23,523 and includes 7,988 households; the racial and ethnic composition is 42.6% non-Hispanic white, 38.1% non-Hispanic black, and 17.0% Hispanic or Latin. The median value of owner-occupied housing units is \$81,100; median household income is \$35,688, with 22.3% of persons listed below the poverty level.

2. Information about the water & sewer system.

Raw Water Delivery System: The City of Marshall obtains its raw water solely from Big Cypress Bayou, located on Pump House Road off FM-134, 13.5 miles northeast of the water plant located on Highway 59. The City’s raw water delivery system consists of two 24-inch diameter raw water lines that extend from the pump station 10.1 miles to the raw water pre-

sedimentation basin on CR 2100 (Fern Lake Cut-Off) . The raw water pump station system consists of four (4) variable frequency drive controlled vertical pumps and (when operating a maximum of three pumps) has a firm capacity raw water delivery of 17.3 million gallons a day (MGD). Two raw water lines, one 20-inch and one 24-inch, run some 3.4 miles from the pre-sedimentation basin by gravity flow to the raw water treatment plant, located on Highway 59 (605 East End Blvd. South) with a raw water transfer capacity of 14.3 MGD through the gravity flow system.

Water Treatment System: The City of Marshall water treatment plant system consists of the use of static mixers, splitter box, two clarifiers, eight filters, and two three-million gallon clearwells for processing and storing potable water, with a daily treatment capacity of approximately 17.0 MGD.

Wastewater Treatment System: The wastewater treatment plant is responsible for treatment of sewer collected from within our community, and discharging the fully treated product back into the Parker Creek watershed south of Interstate 20. Wastewater is collected and piped and gravity flows from our three (3) major trunk lines (a 24" line from Highway 59, 30" line from east of Five Notch Road, and a 33" line from Highway 31) into the east side of the wastewater treatment plant for processing, with an approximate daily average treatment level of 8.0 MGD.

Water Billing System: The City of Marshall water billing system consists of approximately 9,307 5/8", 1", and 2" active water customer accounts, with a 2015 overall metered consumption of approximately 1.6 billion gallons of treated water, of which about 861.3 million gallons (approximately 53.96% metered gallons) was used by one large commercial customer (Cabot/Norit Americas), and approximately 327.6 million used by other commercial customers and six (6) rural water districts. In 2016 the water utility is budgeted to generate approximately \$5,898,740 in water sales revenue.

The water billing system is a single tiered water rate system consisting of (2" and below):

	5/8" x 3/4"	1"	2"	Total
Number of meters – active				
Residential	(7,024)	(859)	(117)	(8,000)
Commercial	(553)	(324)	(159)	(1,036)
Government	(14)	(13)	(11)	(38)
Schools	(19)	(24)	(57)	(100)
Churches	(77)	(39)	(17)	(133)
	(7,687)	(1,259)	(361)	(9,307)
Number of 5/8" & 1" meters – total				
Residential	(8,017)	(957)	(130)	(9,104)
Commercial	(685)	(361)	(186)	(1,232)
Government	(27)	(21)	(30)	(78)
Schools	(21)	(26)	(59)	(106)

Churches	(83)	(40)	(17)	(140)
	(8,833)	(1,405)	(422)	(10,660)

A. Current water rate structure -- City Residents/Customers

1) Minimum for first 1,000 gallons or less:

	<u>Monthly Rate</u>
a) 3/4 - 5/8" Meter	\$ 8.53
b) 1" Meter	\$ 12.74
c) 2" Meter	\$ 25.63
d) 3" Meter	\$ 42.69
e) 4" Meter	\$ 85.36
f) 6" Meter	\$ 170.73
g) 8" Meter	\$ 256.09
h) 10" Meter	\$ 341.47
i) 12" Meter	\$ 512.18
j) Multiple-Residential shall be charged a minimum of \$8.53 for each dwelling unit.	
k) For Multiple Non-Residential units served by a single meter, each unit shall be charged a monthly minimum based on meter size.	

2) \$4.11 per 1,000 gallons for all over 1,000 gallons.

B. Schedule of water rates for out-of-city customers on Hwy. 43 South, Cooks Road, Grangeway South, South Grangeway Road, Rosborough Springs Road, Hwy 31, and Brown Road:

1) Minimum for first 1,000 gallons or less:

	<u>Monthly Rate</u>
a) 3/4 - 5/8" Meter	\$ 10.49
b) 1" Meter	\$ 15.05
c) 2" Meter	\$ 27.99
d) 3" Meter	\$ 48.98
e) 4" Meter	\$ 97.96
f) 6" Meter	\$ 188.92
g) 8" Meter	\$ 279.87
h) 10" Meter	\$ 384.84
i) 12" Meter	\$ 559.76
j) Multiple-Residential shall be charged a minimum of \$10.49 for each dwelling unit.	
k) For Multiple Non-Residential units served by a single meter, each unit shall be charged a monthly minimum based on meter size.	

2) \$4.38 per 1,000 gallons for all over 1,000 gallons

C. SCHEDULE OF WATER RATES FOR ALL OTHER OUT-OF-CITY CUSTOMERS (out-of-city customer billing is determined by the location of the unit receiving city service, not by the location of the meter).

*The Rate shall be double the regular rates for customers within the City Limits.

D. The City of Marshall reserves the right to negotiate a contract with any customer for water sales and sewer usage at a rate other than those contained herein, should it be in the best interests of the City of Marshall.

E. \$1.87 per 1,000 gallons; the City of Marshall water rate for Cabot/Norit Americas

Water and wastewater operations are accounted for as an enterprise fund in the City's Water Utility Fund consisting of the following:

- Administration
 - Water Production
 - Distribution and Collection
 - Wastewater Treatment
 - Water Billing
 - Engineering
 - Non-Departmental
 - Debt Service
 - Transfer to General Fund
-

The City of Marshall is considering restructuring the water rate design to a tiered conservation rate design to provide incentives for water conservation and is also considering converting its water meters and meter reading system to a fixed base – antenna read type system (AMI) including installation of new meters; the City estimates that its metered loss rate is approximately 8.48%, in large part due to nearly 51% of our water meters being over 15 years of age, with 38.7% overall being over 20 years of age and older. 15 years is the accepted industry standard for meter accuracy and replacement.

3. Scope of Services.

The firm ultimately chosen will provide expert assistance to the City in determining their recommendation(s) of the appropriate meter and reading system for Water Utility and Billing Systems. The RFQ, at a minimum, should include the following:

3.1 Assist the City in evaluation of the best overall meter and reading system options for our utilities operations.

- 3.2 Collection of financial data and operational costs.
- 3.3 Evaluate the economics of the cost/benefit of installing new water meters and an AMI fixed base operating system.
 - 3.3.1 Perform reading sample test on 200 existing various meter locations to evaluate reading efficiency of existing meters
 - 3.3.2 Evaluate current water meter system's non-read loss data.
 - 3.3.3 Evaluate how current operations will change.
 - 3.3.4 Compare current meter reading cost, versus future AMI costs.
- 3.4 Prepare a written report documenting the findings of the study.
- 3.5 Develop a RFP packet and bidders list and assist the City in soliciting competitive proposals.
- 3.6 Assist in evaluation of RFPs received for an AMI water meter and reading system and present evaluation to the City RFQ review committee and City Commission.
- 3.7 Provide construction oversight of meter and equipment installations and any software requirements and integration with existing water billing and city financial operational software.
 - 3.7.1 GPS location of each new meter installation.
 - 3.7.2 Picture of installed meter and location.
- 3.8 Assist with education of City staff and the public.

Please specify in the proposal the actual tasks proposed to be performed and your suggested or anticipated time schedule for each of the above.

4. Information to be provided.

Request for Qualifications from qualified firms must include the following information, as a minimum, in the following order to be considered:

- 4.1 Firm and Project Team Profile. A description of the firm, its history and the services offered in this scope of work, and a description of study project team members, including resumes.
- 4.2 Work Plan. Develop a summary of a work plan, approach, and tasks. Include a brief outline of information that will be required from City staff in a separate appendix.

4.3 Project Schedule – Proposers must submit a schedule showing major tasks, expected total hours or days required, milestones, and tasks for completing the entire scope of work.

4.4 Representative Projects and References. Provide a list of a minimum of three representative projects and references for which the same type of work was performed by the project team members.

- 4.5 Firm must provide information that supports their knowledge of and experience with:
- Past evaluation and recommendation of municipal AMR or AMI systems (AMI preferred but not required).
 - Past conversion of municipal hand-read systems to AMR or AMI systems (AMI preferred but not required).
 - Cost of service studies, and customer class cost allocation studies for wholesale and retail public utilities.
 - Financial and operational characteristics of municipally-owned utilities.

Only include references for engagements that the members of the assigned project team have worked on. Include the client reference name, address, contact person, telephone, facsimile numbers, and e-mail addresses.

5. Evaluation Criteria.

Request for Qualifications received will be evaluated based on the following criteria:

- Completeness of introductory qualifications proposal and proposed fee.
- Experience in municipal AMR/AMI conversions for other cities, especially in the State of Texas.
- Qualifications of personnel assigned to the study.
- References of the firm; experience from previous cost of service studies with other city water utility or utility companies may also be included in the response. Firms are encouraged to include any written references from other cities or companies where your firm has performed similar type operations.
- Responsiveness to the RFP Proposal, completeness of requested information, clarity, and conciseness.
- Level of understanding of the local socio-economic environment of Marshall, Texas.

Submission of RFQ Proposal: Submit One (1) original and three (3) copies and CD as a PDF file of the proposal (as one file). To the extent permitted by law, all documents pertaining to this RFQ will be kept confidential until a contract is awarded. No information about any proposal will be released to the public until the process is complete.

Request for Qualification proposals will be reviewed and evaluated by the following individuals:

- City Manager (or designee)
- City Public Services Director
- City Support Services Director
- City Utility Billing Manager

Evaluation Criteria: The proposals submitted in response to this request will be evaluated by a City evaluation committee. The City will evaluate the qualifications of firms submitting proposals based on, but not limited to, the following criteria and will award points in each category up to the maximum number of points listed.

VENDOR:	MAXIMUM POINTS	SCORE
CRITERIA		
Experience - Related project experience of the firm and the individuals who would be assigned to this Project.	25	
Capacity - Firm's capacity to perform the specific work requested. Ability to perform the work in a satisfactory and timely manner.	25	
Past Performance - Completed projects of similar size/scale, and complexity of past projects including evaluation, procurement, and construction oversight.	25	
Project Understanding - Knowledge and overall experience with similar type(s) of projects and creativity approach.	25	
TOTAL POINTS	100	

Equal Opportunity Requirements – The City of Marshall encourages proposers to include Affirmative Action practices in their employment programs, meaning proposers shall not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, age, disability, or political belief or affiliation.

Small, Minority and Women Business Program Requirements – The City of Marshall highly encourages proposers, when joint venturing and/or subcontracting is appropriate, to form joint ventures and/or provide subcontract opportunities to small, minority and women owned firms.

The City of Marshall reserves the right to evaluate each proposal on a separate and individual basis and to invite selected firms to make personal presentations to the RFQ evaluation

committee. The City further reserves the right to reject any and all proposals submitted, or accept a proposal deemed most advantageous to the City.

Following the receipt of Request for Qualifications, the evaluation committee will rank in order of preference, those firms whose proposals are deemed most qualified. The City of Marshall may select two or more firms to be interviewed, based on qualifications and cost estimates.

The City of Marshall desires to achieve a cost effective project with a major emphasis on quality.

6. Submission of Request for Qualifications.

Firms are invited to submit a formal sealed Request for Qualification (RFQ) in reply to the above noted project. Requests for Proposals will be accepted until a deadline of:

2:00 PM CT MONDAY, MARCH, 28, 2016

After which time the City of Marshall shall stop accepting Request for Qualifications for the above noted project. Address proposal(s) to the attention of the J.C. Hughes, Public Services Director, City of Marshall, P.O. Box 698, Marshall, Texas 75671 - or - FedEx/UPS/Etc. proposal to 605 East End Blvd South, Marshall, Texas 75670 (the postal service does not deliver regular mail to our Water Plant street address). Proposals must be in a sealed envelope or package, with the RFQ #, opening date and time, and item proposed, clearly marked on the lower left-hand corner of the envelope or package. Proposals will be publicly opened, read aloud, and tabulated in the City of Marshall Water Treatment Plant, 2nd Floor Conference Room, 605 East End Blvd South, Marshall, Texas 75670.

Specifications and proposal information may be obtained from the office of the Public Services Director at 903-503-4503, or email jchughes@marshalltexas.net in Marshall, Texas.

Directly faxed or emailed proposals will not be accepted by the City of Marshall and proposals received after the receipt deadline will be rejected and returned unopened.

7. City Contact.

All questions regarding this RFQ should be directed to J.C. Hughes at the email address and telephone number listed above.

8. Proposal Calendar of Events.

The following is a proposed calendar of events for the RFQ selection. Dates are subject to change.

Description of Events Date Completed (study portion assumed to be completed in four (4) months)

- Advertise RFQ package beginning Saturday 03/13/2016 and 03/20/2016.
- RFQ due date Monday 03/28/2016 2:00 pm.
- Committee selection of firm(s) for interview Tuesday 04/01/2016.

- Recommendation of selected firm to City Commission for consideration on Thursday 04/14/2016.
- Recommendation by staff of a contract with selected firm and consideration by the City Commission 04-28-16.
- Firm to conduct study and make presentation of draft study and RFP packet and recommendations to Study Evaluation Committee Thursday 06/20/2016. (6 to 8 weeks)
- Presentation of a recommendation to the City Commission of the study findings and RFP packet recommendation 06-23-16.
- Advertise RFP package beginning Saturday 07/02/16.
- RFP due date Tuesday 07/19/16 2:00 pm. (2 weeks)
- Presentation of study and recommendation to City Commission for consideration on Thursday 08/11/2016. (1 week)
- Begin implementation of AMI project Thursday 08/25/2016. (2 weeks)
- Complete AMI installation and begin operations 06/01/2017. (38 to 40 weeks)

9. RFQ Proposal Format

9.1 Separate RFQ in sections as follow:

- Evaluation of meter and meter reading software and system options. (3.1)
- Collection of internal financial data and operational costs. (3.2)
- Evaluation of cost/benefit of installing new meter and AMI system. (3.3 & 3.4)
- Develop RFP packet and bidders list and assist in evaluation of proposal responses and recommendation to review committee. (3.5 & 3.6)
- Construction oversight of meter and metering system installations; education of staff and public. (3.7 & 3.8)
- Proposers must provide provisions for updating hydraulic model(s) and CIP schedule on an annual basis.
- *City of Marshall reserves the right to proceed or suspend activity under this RFO based on preliminary evaluations, or if evaluations do not result in a self-sustaining cost/benefit when utilizing an AMI system; the City of Marshall reserves the right to consider and convert the proposed RFP solicitation, based on preliminary evaluations.*
- *City of Marshall requests that RFO submittal be limited to 40 sheets (front only) or 20 sheets (front and back) – excluding the cover/submittal letter.*

10. General Terms and Conditions.

10.1 There is no expressed or implied obligation for the City to reimburse responding firms or individuals for any expenses incurred in preparing proposals to respond to this request.

10.2 During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions.

10.3 The City reserves the right to retain all RFQs submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the proposer of the conditions contained in this RFQ, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the Service Provider selected.

10.4 Subcontracting. If subcontracting with another firm or individual is proposed that fact, along with the name of the proposed subcontracting firm, must be clearly identified in the proposal. Following the award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City.

10.5 Proposals shall state it is valid for a period of not less than ninety (90) days from the date of receipt of the RFQ proposal by the City.

11. Compensation.

Upon determination of an appropriate detailed scope of work and schedule, compensation will be negotiated with the selected Service Provider. If a mutually acceptable Agreement for services cannot be developed with the selected Service Provider, the negotiations with this Service Provider shall end and the second most qualified Service Provider will be contacted and negotiations with this Service Provider shall begin. This process will continue until a mutually agreeable Agreement is developed with a qualified Service Provider.

12. Confidentiality of Documents.

All proposals submitted will be deemed confidential during the evaluation process. RFQ proposals will not be available for review by anyone other than City personnel and/or authorized agents or representatives of the City. Following award of a contract, all proposals shall become public documents, available for public view upon written request.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GANS & SMITH INSURANCE AGENCY INC P.O Box 2869 Longview TX 75606		CONTACT NAME: Stacey Steelman, ACSR PHONE (A/C, No, Ext): (903) 757-4601 FAX (A/C, No): (903) 753-0782 E-MAIL ADDRESS: ssteelman@gans-smith.com															
INSURED KSA ENGINEERS INC 140 E TYLER ST STE 600 LONGVIEW TX 75601		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Fire Ins Co Of Hartford</td> <td>20478C</td> </tr> <tr> <td>INSURER B: Valley Forge Ins Co (CNA)</td> <td>20508C</td> </tr> <tr> <td>INSURER C: Continental Casualty Co (CNA)</td> <td>20443C</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Fire Ins Co Of Hartford	20478C	INSURER B: Valley Forge Ins Co (CNA)	20508C	INSURER C: Continental Casualty Co (CNA)	20443C	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES CERTIFICATE NUMBER: CL1552602672 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		4015529054	5/29/2015	5/29/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		4015529135	5/29/2015	5/29/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 2,500
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEF <input checked="" type="checkbox"/> RETENTIONS 10,000		4015529099	5/29/2015	5/29/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/>
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	4015529149	5/29/2015	5/29/2016	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The general liability & automobile policies includes a blanket automatic additional insured endorsement provision that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The general liability, automobile, & workers compensation policies includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. The General Liability & Auto policies contains "Primary and noncontributory" wording. The Auto & General Liability policies includes an endorsement providing that 30

CERTIFICATE HOLDER CANCELLATION

City of Marshall 401 South Alamo Marshall, TX 75760	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE D McWhorter CIC/SMS <i>David J McWhorter</i>
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COMMENTS/REMARKS

days' notice of cancellation [or coverage change] will be furnished to the certificate holder when required by a written contract.

Additional Named Insureds

Other Named Insureds

Bloc Design-Build LLC	Other, Insured Multiple Names
Expert Computing Solutions, Inc (ECS)	Other, Insured Multiple Names
KSA Alliance Inc	C Corporation
KSA Engineers, Inc.	Other, Insured Multiple Names
Renewable Energy Solutions (RES)	

