



## REQUEST FOR QUALIFICATIONS

Solicitation Number: Q-15-006-PC

### SAWS CIP CONSTRUCTION MANAGEMENT SERVICES

Question and Answer – | July 13, 2015

Question and Answer
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Q1: Is materials testing to be included under the selected firm's contract?

A1: No.

Q2: If a JV is formed with a SMWB firm and a non-SMWB firm, will that JV still have to meet the 25% SMWB goal, or will the SMWB JV partner be credited with meeting the 25% if the SMBE firm is 25% or more of the JV?

A2: Currently, the South Central Texas Regional Certification Agency does not certify Joint Ventures; however, it is a conversation that the board is having.

From SAWS' perspective, if a Joint Venture has been formed as a legal structure/entity (as its own company), then to be considered for SMWB points/participation, the SMWB partner would need to be a 51% owner, and certified as an SMWB. The federal government recognizes Joint Ventures, and so SMWB designation would need to be obtained from [www.sam.gov](http://www.sam.gov) (the System for Award Management).

If a Joint Venture has been formed as a legal structure/entity (as its own company), and the primary owner (51% or greater) is non-SMWB, then the Joint Venture is not an SMWB, and the SMWB partner's participation would not count.

If a legal entity has not been formed, then it is simply a prime consultant-subconsultant relationship that we are talking about, and the participation of the SMWB “partner” can be counted. The 51% non-SMWB prime consultant would be asked to report payments to the SMWB partner as a subconsultant.

Lastly, in the spirit of the SMWB program at SAWS, we ask all prime contractors/consultants, whether SMWB or not, to use SMWB subcontractors/subconsultants whenever possible.

Q3: If a firm was included as a subconsultant on previous RFQs for design services, is it precluded from providing commissioning services as a subconsultant on this solicitation?

A3: No.

Q4: Can SAWS provide a little more description of the types of projects included in the Program scope, e.g. plants & equipment, buildings, pipelines, civil works, etc., that would help us provide appropriate staff skills, especially operators?

A4: The intent is for water, sewer, facilities, and treatment plant type of work.

Q5: Para 1.1, page 2. Do these reviews include a professional review for code compliance or document completeness? Are the OPCCs intended to be complete independent owner estimates or a review of the A/E submitted estimate matching their plans and specs?

A5: Yes, both. The OPCCs is intended to be completed independent owner estimate.

Q6: Exhibit E, Sample Contract, Para 2a, page 38. Will the liquidated damages rate be provided prior to a RFP issuance or prior to cost negotiation?

A6: Exhibit E, Sample Contract, Para 2a, page 38 will be revised to reflect the following:

**The current sample contract:**

2. Term, Termination and Suspension.

(a) Term. The term of this Agreement shall be for the period provided in Exhibit D attached hereto and incorporated herein, beginning and ending on the dates provided in Exhibit D. In the event that Consultant has not completed the work specified on Exhibit B prior to the end of the term of this Agreement, in addition to any other remedies to which the Water System may be entitled, at law or in equity, Consultant shall pay to Water System, or the Water System may withhold from sums then due and owing the Consultant, the amount of \$ \_\_\_\_\_ per day as “Liquidated Damages” until such time as the work is completed to the Water System’s satisfaction. It is hereby acknowledged and agreed that the Liquidated Damages to which the Water System is entitled to hereunder are a reasonable forecast of just compensation for the actual damages for delay of the Project caused by Consultant’s failure to complete the work within the time allotted in this Agreement.

**Revised Contract:**

2. Term, Termination and Suspension.

(a) Term. The term of this Agreement shall be for the period provided in Exhibit D attached hereto and incorporated herein, beginning and ending on the dates provided in Exhibit D.

End Question and Answer

No other items for this RFQ are changed.

END QUESTION AND ANSWER