

SOLICITATION NO: F-13-002-RA
RELEASE DATE: July 23, 2013

CALL FOR REAL ESTATE TITLE SERVICES

Deadline: September 3, 2013 @ 2:00 PM Central Time

This Call Will Remain Active Until closed by Addendum

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I. Project Information

A. Objective

The San Antonio Water System (SAWS) is pursuing Request for Proposals of Real Estate Title Services for water and sewer easements and other real estate rights related to the acquisition of Real Property in its various proposed and on-going projects which will require a Scope of Services to be performed by a qualified consultant or consultant firm including easement acquisitions, fee simple acquisitions and disposal of SAWS surplus property.

B. Scope of Services

SAWS is seeking qualified firms for Real Estate Title Services that meet SAWS's functional requirements in respect to one or more of:

- a. Title Run Services – Provide all inclusive reports of all instruments filed in the public records in the office of the Secretary of State of the State of Texas and/or county in which the land is located over a designated period of time.
- b. Title Search Services – Provide all inclusive investigation of public records in the office of the Secretary of State of the State of Texas and/or the county where the land is located to determine, among other things which may be requested from time to time, the name and address of the current owner of the property, a list and copy of all liens, claims, encumbrances, easements, rights-of-way, reservations, restrictions, covenants and other conditions affecting title to the land and/or improvements thereon and a confirmation of the status of tax payments on the property, which investigation shall be summarized in a report that is signed by the Consultant or its authorized agent.
- c. Commitment of Title Insurance – Provide a signed and binding commitment of title insurance in the form promulgated by the Texas Department of Insurance, committing to issue to the named insured, a policy of title insurance, in the form promulgated by the Texas Department of Insurance, upon the payment of the premium and other charges due and compliance with the requirements on Schedule B and Schedule C thereof, and providing a copy of all documents listed in Schedules B and C thereof.
- d. Policy of Title Insurance – Issue a policy of Title Insurance in the form promulgated by the Texas Department of Insurance, in accordance with the Title Commitment prepared by Consultant.
- e. Escrow Services – Provide general escrow services, including without limitation, receipt of contracts and purchase and sale agreements; receipt and deposit (in an interest bearing account) of all earnest money and other deposits payable under the agreements; receipt and disbursement of all earnest money and other sums in the manner provided for in the agreements; provide general and customary closing services, including, without limitation, preparation of settlement statements, notarizing and recording documents and performing services set forth in closing instruction letters prepared by SAWS or its agents or authorized representatives.
- f. Tax Certificate – Provide tax certificates indicating tax account information.
- g. Recordings – Provide service of recording legal documents pertinent to each transaction.

C. Additional Requirements:

- Be licensed and authorized by the Texas Department of Insurance in the State of Texas to provide such services if applicable and be competent to testify at any legal proceeding to include court testimony.
- The Consultant must name one individual as coordinator or primary contact to resolve all issues that may arise during the term of the contract and this individual shall be available to attend meetings and make presentations as requested by SAWS.
- At SAWS' request, Consultant shall allow SAWS or its designee to audit any and all files maintained by Consultant without notice.
- It is not necessary that Consultant be able to provide all of the above list Scope of Services. For example, a Consultant may offer title run and title search services but not title insurance.

Terms of Service Agreement: SAWS desires a 5 year contract, however, this is subject to negotiation. All contracts and contract renewals by SAWS are subject to and contingent on Board approval.

Insurance Requirement: See Exhibit "A"

D. Estimated Timeline – The dates listed below are subject to change without notice.

July 23, 2013..... Call Released
None..... *Pre-Submittal Conference*
 August 6, 2013 by 4:00 PM Central Time Receipt of Written Questions Due
 August 13, 2013 by 4:00 PM Central Time Q & A Posted to Website

SAWS is accepting proposals until such time the Call for Title Services is closed via addendum; however, proposals received prior to September 3, 2013, will be considered for contract award in the fourth quarter of 2013.

II. Selection Process

A. Selection

The proposals will be reviewed according to the responses to the criteria listed below. SAWS may select several firms to be interviewed and or selected, based solely on qualifications.

B. Interviews

In the event that interviews are deemed necessary, the Respondents will provide a brief presentation summarizing the firm's qualifications and project approach and answer any questions posed.

C. Evaluation Criteria Summary

Respondents not providing a response to each of the criteria listed in this Call for Title Services shall be considered non-responsive and ineligible for consideration.

Evaluation criteria are listed in order of priority:

1. Thoroughness of the submission and completeness of information clarity and conciseness;

2. Escrow Office Team and Resumes, including organization chart to determine qualifications and experience of key personnel.
3. Prior Experience in the last five years with SAWS, another municipality or similar entity.
4. State whether you have a San Antonio office to receipt contracts and perform closings and state whether your company has plants and/or agreements to use other company's plants for Bexar, Medina, Uvalde and Atascosa Counties.
5. (SMWB) participation
 - Brief description of the company's Affirmative Action Program
 - Meets SMWB Goal
 - Brief description of company's efforts to meet SMWB goal
 - Copy of certification certificate

III. Communication

A. Restrictions

1. Respondents or their representatives are prohibited from communicating with any City of San Antonio officials to include:
 - o City Council members (as defined by the City of San Antonio Ethics Code),
 - o City Council member's staff, and
 - o San Antonio Water System (SAWS) Board of Trustees regarding the CALL DOCUMENT from the time the CALL DOCUMENT is released until it has been acted upon by the Board of Trustees.
2. Respondents or their representatives are prohibited from communicating with SAWS employees regarding this CALL DOCUMENT, except as provided under TECHNICAL QUESTIONS, from the time the RFQ is released until the contract is awarded.
3. This includes "thank you" letters, phone calls, emails, and any contact that results in the direct or indirect discussion of the CALL DOCUMENT and/or proposal submitted by Respondents.
4. Violation of this provision by the Respondent and/or their agent may lead to disqualification of the Respondent's proposal from consideration.

B. A Pre-Submittal Conference is not scheduled for this CALL DOCUMENT.

C. Technical Questions

1. Respondents may submit technical questions concerning the services in this CALL DOCUMENT, in writing; however electronic inquiries by e-mail or fax will be accepted. The Contact Person for this project is:

Rosalee B. Arcos
Contract Administration
San Antonio Water System
Customer Center Building
2800 U.S. Hwy 281 North, Suite 171
San Antonio, TX 78212
Email: rarcos@saws.org
Fax to 210-233-4493

2. Questions regarding this CALL DOCUMENT received after 4:00 PM Central Time on August 6, 2013 will not be answered in order to allow ample time for distribution of answers and/or addendums to this CALL DOCUMENT.

3. Answers to the questions will be posted on the SAWS website by 4:00 PM Central Time on August 13, 2013.
4. Verbal questions are not permitted other than as described in this section and during interviews, if any.

D. SMWB Reporting Requirements

The contractor will be required to report the actual payments to all subcontractors, utilizing the Sub-contractor Payment and Utilization Reporting (S.P.U.R.) System, in the time intervals and format prescribed by SAWS. This information will be utilized for SMWB participation tracking purposes. Any unjustified failure to comply with the committed SMWB levels may be considered breach of contract.

Web Submittal of Subcontractor Payment Reports

The Contractor is required to electronically submit monthly subcontractor payment information utilizing the Subcontractor Payment and Utilization Reporting (S.P.U.R.) System, beginning with the first SAWS payment for services under the contract, and with every payment thereafter (for the duration of the contract).

Electronic submittal of monthly subcontractor payment information will be accessed through a link on SAWS' "Business Center" web page. The Contractor and all subcontractors will be provided a unique log-in credential and password to access the SAWS subcontractor payment reporting system. The link may also be accessed through the following internet address: <https://saws.smwbe.com/>

Training on the use of the system will be provided by SAWS. After the prime receives payment from SAWS, electronic submittals will require data entry of the amount paid to each subcontractor listed on the Contractor's Good Faith Effort Plan.

Respondents and/or their agents may contact the SMWB Program Manager at 210-233-3420 for assistance or clarification with issues specifically related to the Small, Minority, and Woman-owned Business (SMWB) Program policy and/or completion of the *Good Faith Effort Plan*, and S.P.U.R. System reporting.

E. SMWB Questions

1. Respondents and/or their agents may contact Marisol V. Robles, SMWB Program Manager at 210-233-3420 for assistance or clarification with issues specifically related to the Small, Minority, and Woman Business (SMWB) Program policy and/or completion of the *Good Faith Effort Plan*.
2. Exhibit "B" contains the required forms in order to respond to this CALL DOCUMENT

F. Submittal or Status Questions

1. For questions regarding this solicitation please contact Rosalee B. Arcos, Contract Specialist, via e-mail at rarcos@saws.org or by fax at 210-233-4493.
2. To check the status of a CALL DOCUMENT, visit our website located at www.saws.org, select Business Center, Contract Solicitations, then select Archive, scroll down to locate the CALL DOCUMENT and select more. The CALL DOCUMENT status is located under the due date.
3. If the website does not provide sufficient information, please Rosalee B. Arcos, Contract Specialist at 210-233-3894 for assistance.

G. Submittal Clarification

SAWS reserves the right to contact any Respondent for clarification after responses are opened and/or to further negotiate with any Respondent if such is deemed desirable by SAWS.

IV. Submitting a Response

A. Deadline

Responses may be submitted and will be received until public notification of the cessation of the Call for Title Services

To be considered for contract award in 2013, please respond by September 3, 2013, no later than 2:00 PM Central Time.

B. Submission

1. Submission of CALL DOCUMENTS – Submit the CALL DOCUMENT in CD Format and hard copies. The CD should contain the entire CALL DOCUMENT as submitted, and be encased in a paper CD envelope, clearly marked with the CALL DOCUMENT title information.
2. One (1) hard copy shall be clearly marked as “**ORIGINAL**” on the document cover and on signature sheet. Seven (7) copies must be submitted as well. The CD, original and all copies should be submitted in a sealed package, with the project information and due date and time clearly identified on the outside of the package.

San Antonio Water System
Attn: Contract Administration
Customer Center Building
2800 U.S. Hwy 281 North, Suite 171
San Antonio, Texas 78212

3. Responses submitted via any form of electronic transmission, such as electronic mail, or facsimile, will not be considered.
4. If the submittal to this CALL DOCUMENT is by any means other than personal delivery, then it is the Respondent's sole responsibility to ensure the submittals are delivered to the exact location by the time specified.
5. If submission is by personal delivery, allow fifteen (15) minutes for check-in with the guard. SAWS map is attached.
6. Responses are limited to a maximum of **25** pages per proposal. A single side equals to a single page. **Required forms do not count toward the page limit.**
7. Responses should be clear, concise, and complete. They should be submitted using an 8 ½” by 11” portrait format. Illustrations, if required, may be submitted on 11” by 17” sheets. These pages **will** count towards the page limit amount of **25** pages.
8. Responses must be **securely** bound by any means **except** by 3-ring binders, metal bindings and paper/binder clips.
9. By submission of a response, the Respondent acknowledges that it has read and thoroughly understands the Scope of Service, agrees to all terms and conditions stated herein, and acknowledges that it can perform all tasks as required.

C. Response Format - The response shall be organized as follows, and each section shall be titled accordingly:

1. Submittal Response Checklist

Complete and include the Submittal Response Checklist within the proposal. Verify that the checklist is signed and that all documents on the checklist have been included with the proposal.

2. Respondent Questionnaire

The Respondent Questionnaire captures general information regarding the firm submitting a proposal in response to this CALL DOCUMENT. It also includes acknowledgements for the attached exhibits and addendums. The questionnaire is a required submittal and must be completed and included in the proposal.

3. W-9 Form

Please submit a completed and signed W-9 Form with your proposal. Please go to <http://www.irs.gov/formspubs/index.html?portlet=3> to download the form, if needed. Please also include an email address or fax number for the firm.

4. Project Team and Resumes to determine qualifications and experience of key personnel, to include Escrow Agents and Plant Director.

Provide an organizational chart identifying each member and their role in providing the scope of services and a resume of not more than two (2) pages per person on the capabilities, experience and qualifications of each member. Resumes should include the member's name, title, education, brief overview of professional experience, and member licenses or professional affiliations.

Provide a summary of not more than one (1) page detailing the unique qualifications of each sub-consultant.

5. Firm Experience in the last five years with SAWS, another municipality or similar entity.

Provide a list of at least three (3) current and/or previous projects in the last five (5) years, in which the Respondent has performed services similar to those sought in this CALL DOCUMENT. This list should include:

- o Name of client
- o Location (city and state)
- o Respondent's role in project
- o Reference contact to include name and phone number

6. State whether you have a San Antonio office to receipt contracts and perform closings and whether your company has plants and/or agreements to use other company's plants for Bexar, Medina, Uvalde and Atascosa Counties.

V. Other Required Documents to Submit

A. Exhibit "A" – Insurance Requirements and Proof of Insurability

1. Respondent shall submit a copy of a Certificate(s) of Insurance giving evidence of the various lines of Respondent's commercial insurance coverage currently in force; Please review our website at the following link for instructions on how to prepare the certificate of insurance: http://www.saws.org/business_center/contractsol/forms.cfm for instructions.
2. If awarded a contract under this CALL DOCUMENT, verification and tracking of insurance compliance throughout the life of the contract will be performed through the services of Ebix BPO (See Exhibit A).
3. The final negotiated contract price will determine the final limits on Professional Liability Insurance Coverage.

B. Exhibit "B" – Good Faith Effort Plan (GFEP)
Policies on Equal Employment Opportunity and SMWB

1. Equal Employment Opportunity Requirements - The SAWS highly encourages Respondents to implement Affirmative Action practices in their employment programs. This means Respondents should not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, age, handicap, or political belief or affiliation.

The SAWS Board of Trustees has adopted a policy to establish and oversee a program that will support the inclusion of small, minority and woman-owned businesses (SMWB). It is the policy of SAWS that it will ensure that small, minority, and woman-owned businesses have an equal opportunity to receive and participate in SAWS contracts. It is our policy to:

- Ensure nondiscrimination in the award and administration of SAWS contracts;
- Create a level playing field on which SMWBs can compete fairly for SAWS contracts;
- Ensure that only firms that attempt to meet small, minority, and woman-owned business good faith efforts are considered for contract awards.

Respondent's commitment to SAWS SMWB policy will be based on meeting or exceed the minimum SMWB goal of 25%. The minimum goal is based on the total contact value. Points will be awarded based on the formula below:

- Minority and Women Owned Firms primes
 - Awarded 15 points
- Small Business Enterprises (SBEs) primes
 - Award 5 points plus,
 - Subcontractor SMWB % participation X 20
 - Maximum of 10 points
- Non-SMWB primes
 - Subcontractor SMWB % participation X 20
 - Maximum of 10 points

The successful respondent will be required to report the actual payments to all subcontractors, specifically SMWB firms, in the time intervals and format prescribed by SAWS. This information will be utilized for SMWB participation tracking purposes. Any unjustified failure to comply with the committed SMWB levels may be considered breach of contract

2. All SMWBs responding to SAWS solicitations as either prime or subcontractors, consultants, or vendors will require certification as an SMWB. SMWB certification will be accepted from The South Central Texas Regional Certification Agency (SCTRCA). The GFEP which is required with submittals of construction bids and professional services and other consulting proposals includes an SMWB goal. In order to comply with the SMWB goal in the GFEP, all firms submitted as SMWB must provide a copy of their certification certificate. If you have questions, please contact Marisol V. Robles, SMWB Program Manager at 210-233-3420.
3. The SAWS Board of Trustees has adopted a policy to establish and oversee a program that will support the inclusion of small, minority and woman-owned businesses (SMWB). It is the policy of SAWS that it will ensure that small, minority, and woman-owned businesses have an equal opportunity to receive and participate in SAWS contracts. It is our policy:
 - o To ensure nondiscrimination in the award and administration of SAWS contracts;
 - o To create a level playing field on which SMWBs can compete fairly for SAWS contracts; and
 - o To ensure that only firms that fully meet small, minority, and woman-owned business eligibility standards are permitted to participate as SMWBs.
4. SAWS Board of Trustees has approved overall goals for construction, professional services, and procurement contracts. The overall professional services goal for this project is 25%.
5. The SMWB goal is expressed as a percentage of the total dollar amount of the contract going to SMWBs for those areas which the Respondent has subcontracted or anticipates to subcontract, including any future contract amendments. The goal shall also apply to contract amendments that require work beyond the scope of services originally required to accomplish the project.
6. The Respondent agrees to employ good faith efforts to carry out this policy through award of subconsultant contracts to SMWBs to the fullest extent possible. SAWS Respondents are expected to solicit bids from available SMWBs on contracts which offer subcontracting opportunities.
7. Respondents for this contract are asked to make good faith efforts to meet or exceed the aspirational goal for SMWB participation. Respondents must satisfy the good faith effort requirements by documenting the achievement of the overall goal for professional services on the SMWB Good Faith Effort Plan or completing all sections of the SMWB Good Faith Effort Plan and documenting good faith efforts to meet the goal in order to be approved by the SMWB Program Manager as part of the proposal submittal prior to the award of the contract. Should the Good Faith Effort Plan not be submitted, the proposal shall be considered non-responsive.
8. SAWS highly encourages applicants in those instances 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 SAWS GFEP will be used for scoring purposes based SMWB participation. The information provided in the GFEP will be utilized in the development of the final contract/agreement. The GFEP format is attached as Exhibit "B." This form is required and considered part of the response to the RFQ.

C. Exhibit "C" - Conflict of Interest Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with SAWS shall file a completed Conflict of Interest Questionnaire (CIQ) with SAWS.

The CIQ will be submitted as part of the response to this CALL DOCUMENT from SAWS. The CIQ is attached as Exhibit "C", or is available from the Texas Ethics Commission at www.ethics.state.tx.us.

Please consult your own legal advisor if you have questions regarding the statute or form. This form is required and is considered part of the response to this CALL DOCUMENT.

D. Exhibit "D" – Texas Public Information Act Release Form

This form is required and is considered part of the response to this CALL DOCUMENT.

E. Exhibit "E" – Security Procedures

The Security Procedures are attached as Exhibit "E". Respondent must acknowledge the requirements of this exhibit on the Respondent Questionnaire Form.

F. Exhibit "F" – Sample Contract Acknowledgement

The Contract terms and conditions are attached as Exhibit "F" for review purposes only. Respondent must acknowledge the contract terms and conditions on the Respondent Questionnaire. If Respondent has exceptions to the terms and conditions, they must be submitted with the proposal. Respondents shall submit exceptions with proposed alternative language to SAWS as an attachment accompanying the Respondent Questionnaire Form.

Exceptions will not be accepted after the proposal due date and time. At the sole discretion of SAWS, the type and nature of exceptions may be grounds for disqualification.

VI. Other Requirements

Other key requirements that should be noted are as follows:

1. Unresolved issues with SAWS may affect your competitiveness.
2. All contracts will require the provision for a "Right-to-Audit" clause.
3. The SAWS shall retain the right to approve or disapprove all sub-consultant selections on all projects.
4. The SAWS shall retain the right to approve or disapprove any changes/variances of proposed sub-consultants and their related percentage of work "as proposed" from the original submittal form of the selected Respondents.
5. All resulting contracts from this solicitation will be required to define and provide supporting documentation for reimbursable costs with no additional markup applied.

VII. Reservation of Rights

A. SAWS reserves the right to:

1. Reject any and all submittals received;
2. Issue a subsequent Call for Title Services;
3. Cancel the entire Call for Title Services;
4. Remedy technical errors in the Call for Title Services process;
5. Negotiate with any, all, or none of the Respondents to the Call for Title Services;
6. Accept the written proposal as an offer;

7. Waive informalities and irregularities;
 8. Accept multiple proposals;
 9. Make multiple recommendations to the Board;
 10. Request additional information or clarification;
 11. All responses and their contents will become the property of SAWS.
- B. SAWS will not reimburse Respondents or sub-contractors for any costs associated with any travel and/or per diem incurred in any presentations associated with the selection process.
- C. This Call for Title Services does not commit SAWS to enter into a contract, nor does it obligate it to pay any costs incurred in the preparation and submission of proposals or in anticipation of a contract.



To access the SAWS Customer Center building:

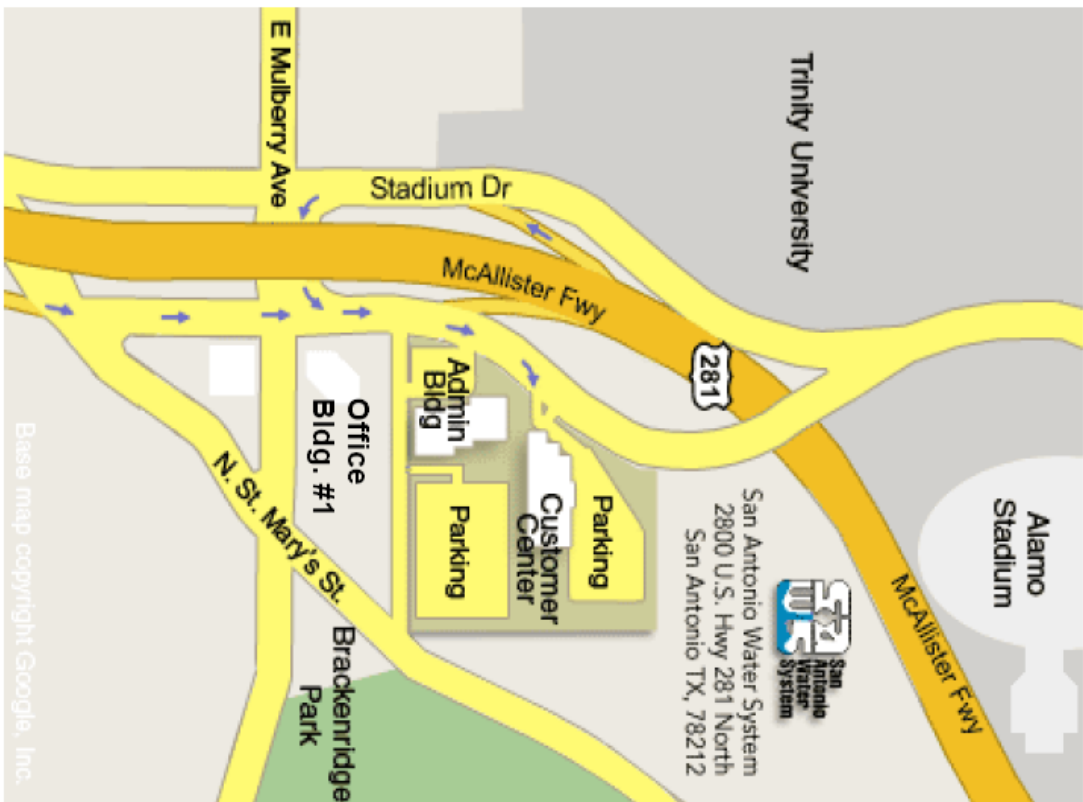
From northbound U.S. 281:

Take the St. Mary's St. / Mulberry Ave. exit. Continue on the access road through two traffic lights, crossing St. Mary's and Mulberry. After crossing Mulberry, the SAWS Customer Center is the third office building on the right. Turn right into the final driveway before the access road crosses over U.S. 281. The parking lot and main entrance are located on the north side of the building.

To access the SAWS Customer Center building:

From southbound U.S. 281:

Take the Mulberry Ave. / St. Mary's St. exit. Before crossing Mulberry take the turnaround under U.S. 281. Traveling northbound on the access road, the SAWS Customer Center is the third office building on the right. Turn right into the final driveway before the access road crosses over U.S. 281. The parking lot and main entrance are located on the northside of the building.



Please allow approximately 15 minutes for check-in at the guard's station.

SUBMITTAL RESPONSE CHECKLIST

Project Name: _____

Use the checklist to ensure that the proposal is complete by checking off each item included with your response. Sign and date this form and include this page with each proposal.

- Respondent Questionnaire
- Completed and signed W-9 Form, and include email address or fax number
- Project Team and Resumes to determine qualifications and experience of key personnel, to include Escrow Agents and Plant Director.
- Firm's Experience in the last five years with SAWS, another municipality or similar entity.
- State whether you have a San Antonio office to receipt contracts and perform closings and whether your company has plants and agreements to use other company's plants.
- Copy of Current Certificate of Liability Insurance and Respondent's commitment letter to provide the lines of insurance coverage required.
- Exhibit "B" – Good Faith Effort Plan
- Exhibit "C" – Conflict of Interest Questionnaire
- Exhibit "D" – Texas Public Information Act Requirements and Release Form
- CD

I certify that the proposal submitted includes the items as indicated above.

Signature

Date

Printed Name

Title



RESPONDENT QUESTIONNAIRE

PROJECT NAME: _____

Instructions: The Respondent Questionnaire is a required questionnaire. Complete the questionnaire by inserting the requested information. Do not modify or delete the questions.

GENERAL INFORMATION

1. **Respondent Information:** Provide the following information regarding the Respondent.
(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: _____
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Social Security Number or Federal Employer Identification Number: _____

2. **Contact Information:** List the one person who SAWS may contact concerning your proposal or setting dates for meetings.

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

3. Identify the principal contact person authorized to commit the Respondent to a contractual agreement.

4. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes No

5. Is Respondent authorized and/or licensed to do business in Texas?

Yes No If "Yes", list authorizations/licenses.

6. **Affirmative Action** - Respondent agrees to adhere to the EEO requirements contained in the Call for Participation section V, sub-section "A." paragraph 1.a.

Yes No If "No", state reason.

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes No If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

8. **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes No If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

9. Provide any other names under which Respondent has operated within the last 10 years.

10. **Litigation Disclosure:** Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required in the Litigation Disclosure questions may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

a. Have you or any member of your Firm or Team to be assigned to this project ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes No

b. Have you or any member of your Firm or Team to be assigned to this project been terminated (for cause or otherwise) from any work being performed for the San Antonio Water System or any other Federal, State or Local Government, or Private Entity?

Yes No

c. Have you or any member of your Firm or Team to be assigned to this project been involved in any claim or litigation with the San Antonio Water System or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes No

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

11. Compliance Agreement:

Nondisclosure. No information obtained by Respondent from SAWS shall be disclosed by Respondent to any third party. In the event Respondent is subject to the Texas Public Information Act, upon receipt of a request for any information obtained by Respondent, Respondent shall provide notice to SAWS of the request along with a copy of the request, and give SAWS the opportunity to respond to the request prior to its release by Respondent.

No Lobbying and Compliance with Law. During the selection process for the project named in this Call for Title Services, Respondent agrees to comply with all applicable laws and regulations, including but not limited to restrictions against direct or indirect lobbying of public officials. Respondent agrees not to make or permit to be made any improper payments, or to perform any unlawful acts.

This agreement shall be construed to be enforceable to the maximum extent permitted by law.

Failure to complete this question or comply with its terms may subject this firm to elimination from the selection process at any time.

Does the Respondent agree to the above?

Yes No

12. Security Procedures: Respondent acknowledges having read the security procedures in Exhibit "D" and understands the requirements. Respondent is prepared to perform at their own expense background security checks on their employees, or the employees of their consultants or sub-consultants if requested by SAWS.

Yes No

13. Contract Terms and Conditions: Respondent acknowledges having read the contract attached to this CALL DOCUMENT. By responding to this CALL DOCUMENT, Respondent agrees to these terms and conditions.

No Exceptions Exceptions If "Exceptions", they must be submitted with the proposal. Respondents shall submit exceptions with proposed alternative language to SAWS as an attachment accompanying this questionnaire.

Exceptions will not be accepted after the proposal due date and time. At the sole discretion of SAWS, the type and nature of exceptions may be grounds for disqualification.

14. Addendums: Each Respondent is required to acknowledge receipt of all addendums.

None Yes If "Yes", Identify.

The information provided above is true and accurate to the best of my knowledge. Furthermore, we understand that failure to complete the Respondent Questionnaire may subject this firm to elimination from the selection process.

Signature

Date

Printed Name

Title

Exhibit "A"
SAWS STANDARD INSURANCE & CERTIFICATE OF LIABILITY INSURANCE REQUIREMENTS

1. Commercial Insurance Specifications ("Specifications"):

a. Commencing on the date of this Contract, the CONSULTANT shall, at his own expense, purchase, maintain and keep in force such lines of insurance coverage as will protect him and the San Antonio Water System ("SAWS") and the City of San Antonio ("the City") and their employees and agents from claims, which may arise out of or result from his operations under this Contract, whether such operations are by himself, by any sub-consultant, supplier or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable, including, without limitation, the following lines of insurance coverage:

1) **Commercial General Liability (CGL)** insurance that will protect the CONSULTANT, SAWS and the City from claims for damages because of bodily injury, personal injury, sickness, disease or death and insurance that will protect the CONSULTANT, SAWS and the City from claims for damages to or destruction of tangible property of others, including loss of use thereof.

This line of insurance coverage shall:

- Cover independent contractors;
- Not include any exclusions relating to blasting, explosion, collapse of buildings or damage to underground property;
- Afford coverage for Products Liability and/or Completed Operations and, Contractual Liability.

The minimum policy limits of liability for this line of insurance coverage shall be:

\$ 1,000,000.00	Occurrence Limit
2,000,000.00	General Aggregate
2,000,000.00	Products/Completed Operations Aggregate
1,000,000.00	Personal and Advertising Injury
1,000,000.00	Contractual Liability

This line of insurance coverage shall be endorsed:

- Naming SAWS, and the City as an **Additional Insured**; and
- To provide a **Waiver of Subrogation** in favor of SAWS and the City.

2) **Professional Liability (PL)** (errors and omissions) insurance with minimum coverage limits of \$1,000,000 per claim, \$1,000,000 in the aggregate **and**, if this line of coverage is written on a "Claims Made" form, the CONSULTANT must maintain this line of insurance coverage for a period of at least twenty-four (24) months after the date of Contract termination.

NOTE - For Professional Liability, include in writing on the **Certificate of Liability Insurance** ("Certificate") the coverage form under which the respective line of coverage is written – either:

- **Claims-made form**; if the coverage form declared on the Certificate is the Claims-made form, the "**Retroactive-date**" for this line of coverage must also be included on the Certificate as well; **or**
- **Occurrence basis** – no additional wording required.

- b. CONSULTANT shall require all Sub-consultants to carry lines of insurance coverage appropriate to their scope of Work and submit copies of Sub-consultants' Certificates of Liability Insurance upon request by SAWS.
- c. CONSULTANT agrees that with respect to the above required lines of insurance, all insurance policies are to contain or be endorsed to the extent, not inconsistent with the requirements of the issuing insurance carrier, to provide for an endorsement that the "other insurance" clause shall not apply where SAWS and the CITY are an Additional Insured shown on the policy if such endorsement is permitted by law and regulations.
- d. CONSULTANT shall, upon request of SAWS, provide copies of all insurance policies and endorsements required under Contract.
- e. CONSULTANT is responsible for the deductibles under all lines of insurance coverage required by these Specifications.
- f. The stated policy limits of each line of insurance coverage required by these Specifications are MINIMUM ONLY and it shall be the CONSULTANT's responsibility to determine what policy limits are adequate and the length of time each line of insurance coverage shall be maintained; insurance policy limits are not a limit of the CONSULTANT's liability.
- g. These minimum limits required of each line of insurance coverage may be either basic policy limits of the WC, EL, CGL and AL or any combination of basic limits or umbrella (Umbrella form) or excess (Other Than Umbrella form) limits. SAWS acceptance of Certificate(s) that in any respect, do not comply with these Specifications, does not release the CONSULTANT from compliance herewith.
- h. Each line of insurance coverage that is specified under these Requirements shall be so written so as to provide SAWS and the City thirty (30) calendar days advance written notice directly of cancellation or non-renewal of coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- i. Within five (5) calendar days of cancellation or non-renewal of any required line of insurance coverage, the CONSULTANT shall provide SAWS a replacement Certificate with all applicable endorsements included. SAWS shall have the option to suspend the CONSULTANT's performance should there be a lapse in coverage at any time during this Contract.
- j. Failure to provide and to maintain the required lines of insurance coverage shall constitute a material breach of this contract.
- k. In addition to any other remedies, SAWS may have, upon the CONSULTANT's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, SAWS shall have the right to order the CONSULTANT to stop performing services hereunder and/or withhold any payment(s) which become due to the CONSULTANT hereunder until the CONSULTANT demonstrates compliance with the Specifications hereof.
- l. Nothing herein contained shall be construed as limiting, in any way, the extent to which the CONSULTANT may be held responsible for payments for damages to persons or property resulting from the CONSULTANT 's or its sub-consultant's performance of the services covered under this Contract.
- m. It is agreed that the CONSULTANT's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by SAWS, the City and their employees and agents for liability arising out of operations under this Contract.
- n. CONSULTANT agrees that all lines of insurance coverage required by these Specifications shall be with insurance companies, firms or entities that have an **A.M. Best** rating of "A- ("A"- minus)" and a **Financial Size Category** of a "VII" or better. All lines of insurance coverage shall be of an "Occurrence" type except for the Professional Liability line of insurance coverage.

SAWS will accept worker's compensation insurance coverage written by the Texas Workers Compensation Insurance Fund.

- o. SAWS reserves the right to review the above stated insurance specifications during the effective period of this Contract and any extension or renewal hereof and to request modification of lines of insurance coverage and their respective liability limits when deemed necessary and prudent by SAWS' Risk Manager and Legal Department based upon changes in statutory law, court decisions, or circumstances surrounding this Contract.

In no instance will SAWS and the City allow modification whereupon SAWS and the City may incur increased risk exposure.

2. Certificate(s) of Liability Insurance ("Certificate") Requirements

Prior to the commencement of any Services under this Contract and once notified by SAWS Contracting Official that your Company has been selected as the apparent successful CONSULTANT pursuant to a Request for Proposal selection process, pending Board final approval, and, a request is made for you to submit your Company's Certificate of Liability Insurance, that Certificate must meet all of the following requirements:

- a. The CONSULTANT shall have completed by its insurance agent(s), and submitted to SAWS Contracting Department within 5 business days, a Certificate(s) of Liability Insurance ("Certificate(s)") providing evidence of the lines of insurance coverage pursuant to Section 1.a.1) through 1.a.2) above.
- b. The original Certificate(s) or form must include the agent's original signature, including the signer's company affiliation, mailing address, Office and FAX phone numbers, email address, and contact person's name; and, be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative in strictly compliance with sections 2.g. (Certificate Holder) and 2.h. (Distribution of Completed Certificates) below.
- c. The Texas Legislature passed and Governor Perry signed Senate Bill 425 to become effective January 1, 2012. This law will require all certificates of insurance forms to be filed with and approved by the Texas Department of Insurance before they can be used after the effective date of the law. In addition, the law codifies current Texas Department of Insurance rules that a certificate of insurance must not obscure or misrepresent the coverage provided by the insurance policies.
- d. SAWS will not accept Memorandum of Insurance or Binders as proof of insurance.
- e. SAWS shall have no duty to pay or perform under Consulting Services Agreement until such certificate(s) and applicable endorsements have been received, reviewed and deemed 100% compliant with the Insurance Specifications contained herein by SAWS' Risk Management/Contract Services Department. No one other than SAWS Risk Manager shall have authority to waive any part of these requirements.
- f. The SAWS Project/Contract number(s) along with its Descriptor Caption must be included in the Description of Operations section located in the bottom half of the standard ACORD Certificate forms.
- g. Certificate Holder - SAWS shall be shown as the Certificate Holder in the Certificate Holder section located in the bottom half of the standard ACORD Certificate forms and formatted as follows:

San Antonio Water System
c/o Ebix BPO
PO Box 257
Ref. # 107-(Lawson Acct's Payable Vendor #)-(SAWS Contract/Project #)*
Portland, MI 48875-0257

**SAWS Contracting Official will include in the above address, the correct, complete Ref# in the written confirmation of your selection as a CONSULTANT pending final Board approval.*

DO NOT BEGIN THE DISTRIBUTION OF ANY CERTIFICATE(S) BEFORE RECEIVING AND INSERTING THE COMPLETE REFERENCE NUMBER INTO THE CERTIFICATE HOLDER ADDRESS SHOWN ABOVE.

- h. Distribution of Completed Certificates - Completed Certificates shall be distributed by the Consultant as follows:

1) Send Original:

a) By Mail:

San Antonio Water System
C/O Ebix BPO
P.O. Box 257
Ref. #107-(*Same as the Certificate Holder name/address shown above.*)
Portland, MI 48875-0257

b) By Fax: 1-517-647-7900

c) By E-Mail: CertsOnly@periculum.com

2) Send Copy to the following:

San Antonio Water System
Attention: Contract Administration
P.O. Box 2449
San Antonio, TX 78298-2449

- i. CONSULTANT shall be responsible for obtaining Certificates of Insurance from the first tier Sub-consultant, and upon request furnish copies to SAWS.

3. SURVIVAL

Any and all representations, conditions and warranties made by Consultant under this Contract including, without limitation, the provisions of Section 1.a.2), 1.a.3) and 1.a.4) of these Commercial Insurance Specifications and Certificates of Liability Insurance Requirements are of the essence of this Contract and shall survive the execution and delivery of it, and all statements contained in any document required by SAWS whether delivered at the time of the execution, or at a later date, shall constitute representations and warranties hereunder.



EXHIBIT "B"

**GOOD FAITH EFFORT PLAN FOR
PROFESSIONAL AND OTHER CONSULTING SERVICES
SUB-CONTRACTS**

FOR

NAME OF PROJECT: _____

SECTION A - PROPOSER INFORMATION:

Name of Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Telephone: _____

Email Address: _____ Fax: _____

Is your firm Certified: Yes _____ No: _____ If certified, Certification Number: _____

Type of Certification: _____ SBE _____ WBE _____ MBE

Prime's Percent Participation on this Project _____ %

1. List ALL SUBCONTRACTORS/SUPPLIERS that will be utilized on this project/contract.

Name & Address of Company	Scope of Work/Supplies to be Performed/Provided by Firm	% Level of Participation on this Project	If Firm is Certified, Provide Certification Number and attach copy of Certification Affidavit
1.			
2.			
3.			
4.			

SECTION B. – SMWB COMMITMENTS

The SMWB goal on this project is 25 %

1. The undersigned proposer has satisfied the requirements of the CALL DOCUMENT specification in the following manner (please check the appropriate space):

The proposer is committed to a minimum of 25% SMWB utilization on this contract.

The proposer, (if unable to meet the SMWB goal of 25%), is committed to a minimum of _____% SMWB utilization on this contract. *(If contractor/consultant is unable to meet the goal, please fill out Section C and submit documentation demonstrating good faith efforts).*

2. Name and phone number of person appointed to coordinate and administer the SMWB requirements on this project.

Name: _____

Title: _____

Phone Number: _____

IF THE SMWB GOAL WAS MET, PROCEED TO AFFIRMATION AND SIGN THE GFEP. IF GOAL WAS NOT MET, PROCEED TO SECTION C.

SECTION C – GOOD FAITH EFFORTS (Fill out only if the SMWB goal was not achieved).

1. List all firms you contacted with subcontracting/supply opportunities for this project that will not be utilized for the contract by choice of the proposer, subcontractor, or supplier. Written notices to firms contacted by the proposer for specific scopes of work identified for subcontracting/supply opportunities must be provided to subcontractor/supplier not less than five (5) business days prior to bid/proposal due date. The following information is required for all firms that were contacted for subcontracting/supply opportunities.

Name & Address of Company	Scope of Work/Supplies to be Performed/Provided by Firm	Is Firm SMWB Certified?	Date Written Notice was Sent & Method (Fax, Letter, E-Mail, etc.)	Reason Agreement was not reached?
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

(Use additional sheets as needed)

In order to verify a proposer’s good faith efforts, please provide to SAWS copies of the written notices to all firms contacted by the proposer for specific scopes of work identified in relation to the subcontracting/supply opportunities in the above named project. Copies of said notices must be provided to the SMWB Program Manager within five (5) business days after the response is due. Such notices shall include information on the plans, specifications, and scope of work.

2. Did you attend the pre-proposal conference scheduled for this project? ____ Yes ____ No

3. List all SMWB listings or directories, contractor associations, and/or any other associations utilized to solicit SMWB Subcontractors/suppliers.

4. Discuss efforts made to define additional elements of the work proposed to be performed by SMWBs in order to increase the likelihood of achieving the goal:

5. Indicate advertisement mediums used for soliciting bids from SMWBs. (Please attach a copy of the advertisement(s):

AFFIRMATION

I hereby affirm that the above information is true and complete to the best of my knowledge. I further understand and agree that, this document shall be attached thereto and become a binding part of the contract.

Name and Title of Authorized Official:

Name: _____

Title: _____

Signature: _____ Date: _____

NOTE:

This Good Faith Effort Plan is reviewed by SAWS Contracting Department. For questions and/or clarifications, please contact Marisol V. Robles, SMWB Manager at 210-233-3420. If the SMWB goal was not met, the SMWB Program Manager will evaluate the "good faith efforts" of the respondent.

DEFINITIONS:

Prime Consultant/Contractor: Any person, firm partnership, corporation, association or joint venture which has been awarded a San Antonio Water System contract.

Subconsultants/subcontractor: Any named person, firm partnership, corporation, association or joint venture identified as providing work, labor, services, supplies, equipment, materials or any combination of the foregoing under contract with a prime consultant/contractor on a San Antonio Water System contract.

Small, Minority and Woman Business (SMWB): All business structures Certified by the Small Business Administration, Texas State Comptroller's Office, or the South Central Texas Regional Certification Agency that are 51% owned, operated, and controlled by a Small Business Enterprise, a Minority Business Enterprise, or a Woman-owned Business Enterprise.

Small Business Enterprise (SBE): A business structure that is Certified by the Small Business Administration, Texas State Comptroller's Office or the South Central Texas Regional Certification Agency as being 51% owned, operated and controlled by someone who is legally residing in or a citizen of the United States, and the business structure meets the U.S. Small Business Administration's (SBA) size standard for a small business within the appropriate industry category

Minority Business Enterprise (MBE): A business structure that is certified by the Small Business Administration, Texas State Comptroller's Office or the South Central Texas Regional Certification Agency as being 51% owned, operated, and controlled by an ethnic minority group member(s) who is legally residing in or a citizen of the United States. For purposes of the SMWB program, the following are recognized as minority groups:

- a. **African American** – Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian or West Indian.
- b. **Hispanic American** – persons of Mexican, Puerto Rican, Cuban, Spanish or Central or South American origin.
- c. **Asian-Pacific American** – persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- d. **Asian-Indian American** – persons whose origins are from India, Pakistan, Bangladesh or Sri Lanka.
- e. **American Indian/Native American** – persons having no less than 1/16 percentage origin in any of the American Indian Tribes, as recognized by the U.S. Department of the Interior's Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

Women Business Enterprise (WBE): A business structure that is Certified by the Small Business Administration, Texas State Comptroller's Office or the South Central Texas Regional Certification Agency as being 51% owned, operated and controlled by a woman or women who are legally residing in or citizens of the United States.

African American Business Enterprise (AABE): A business structure that is Certified by the Small Business Administration, Texas State Comptroller's Office or the South Central Texas Regional Certification Agency as being 51% owned, operated and controlled by African American minority group member(s) who are legally residing in or are citizens of the United States.

Joint Venture: A limited association of two or more persons to carry out a single business enterprise for profit, for which purpose they combine their property, money, efforts, skills and knowledge.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Governmental Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1. Name of person doing business with local governmental entity.

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or business relationship as defined by Section 176.001 (1-a), Local Government Code.. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with the governmental entity

Date

Exhibit "D"

**ACKNOWLEDGEMENT OF TEXAS PUBLIC INFORMATION ACT REQUIREMENTS AND
RELEASE FORM**

All responses to this Call for Participation will be considered public information pursuant to the terms of the Texas Public Information Act in Chapter 554 of the Texas Government Code (the "Act"). By submitting a response to this Call for Participation, Respondents expressly waive any exceptions to disclosure to which it may be entitled under the Act, including, without limitation, a claim that any material submitted in response to this solicitation is proprietary or is a trade secret or otherwise confidential under the Act or otherwise.

I acknowledge the aforementioned statement and understand that my proposal is subject to being made available to requestors of public information.

Signature

Printed Name and Title

Date

Exhibit "E"

SECURITY PROCEDURES

If work will be conducted on SAWS property, on a SAWS customer's property, involve any SAWS networks or any SAWS facility the Contractor shall ensure a Prime Contractor Data Form (PCDF) and a Background Screening Letter (provided by SAWS Security) is properly completed for all employees performing work under this Agreement and is on file with SAWS Security prior to work commencement. Any person found to have an unacceptable background check will not be allowed to perform work under this Agreement (A waiver may be given by SAWS Security for an unacceptable finding but must be signed off by the Director of SAWS Security). Sub-Contractors performing work must be listed on the PCDF and the Background Screening Letter. Contractor shall be responsible for the accuracy of information on the PCDF and the Background Screening Letter, and for obtaining any and all required items (badges and parking tags) necessary to fulfilling the work under this Agreement. The PCDF and Background Screening Letter must be sent electronically to securitygroup@saws.org. Contractor shall advise the SAWS Project Manager/Inspector of any employee terminations or changes to personnel performing work under this Agreement and the Contractor shall immediately turn in any and all badges and/or parking tags of employees who are terminated or no longer performing work under this Agreement. If there are any changes in the information contained in the PCDF or the Background Screening Letters, Contractor shall immediately notify the SAWS Project Manager/Inspector and provide updated PCDF and Background Screening Letters, with copies to securitygroup@saws.org.

Contractor, its employees, and agents shall obtain a SAWS photo identification badge (Contractor's Badge) and parking tag, prior to any work on SAWS property, which shall be used only for purposes necessary to perform the work under this Agreement. SAWS Badge Office hours are Monday, Wednesday and Friday 8:00am to 12:00pm excluding SAWS holidays (hours are subject to change). Security staff can be contacted at (210) 233-3177 or (210) 233-3338. A replacement fee may be charged for lost or damaged badges or parking tags. As a condition of final payment, Contractor shall return all badges and parking tags to the Security Office. In the event Contractor fails to return all security badges and parking tags, in addition to any other rights or remedies to which SAWS may be entitled at law or in equity, SAWS may withhold from payment to the Contractor the sum of \$500.00 dollars per badge or parking tag as liquidated damages. Contractor agrees that the actual amount of damages for failure to return the badges and/or parking tags are difficult to determine, and the liquidated damages herein are not a penalty, but are a reasonable estimate of the costs and expenses that may be incurred by SAWS for failure to return the badges or parking tags.

SAWS facilities require a SAWS employee to physically escort Contractor at all times. SAWS may, in its sole discretion, waive the escort requirements if the PCDF and a "clean" Background Screening Letter, signed by an authorized representative of Contractor are approved by SAWS Security.

Sub-Contractors must always be under escort of the Contractor while performing work on any SAWS property. Sub-Contractors must display either a company photo badge, with name, or a valid driver's license at all times while working on any SAWS property. Contractor is solely responsible for the actions of its employees, agents, sub contractors and Contractors.

Contractor **MUST** be prepared for additional security requirements at its expense if violations of SAWS Security procedures are noted. Some examples of additional requirements include hiring of SAWS approved security guards, temporary fencing, mobile Closed Circuit Television Monitoring trailer(s), or extra lighting. Notwithstanding anything herein to the contrary, any provisions in these Security Procedures that may appear to give SAWS the right to direct Contractor as to details of doing any work under this Agreement or to exercise a measure of control over any security measures or such work shall be deemed to mean that Contractor shall follow the desires of SAWS in the **results** of the work or security measures only.

Advance coordination by Contractor with SAWS Security for these security requirements is necessary to ensure no delays with timely performance of the work. In the event Contractor fails to comply with SAWS Security requirements, SAWS may, with no penalty or claim against SAWS:

- Issue a Work Stoppage Order until the security violation (s) are remedied
- Ask any unidentified or improperly identified person or equipment to leave SAWS site immediately and not return until items are remedied.

Exhibit "F"
SAMPLE CONTRACT

**SAN ANTONIO WATER SYSTEM
CONSULTING AGREEMENT**

AGREEMENT FOR

Call for Real Estate Title Services
(the "Project")

Contract No. _____

THIS IS A CONSULTING AGREEMENT (this "Agreement") by and between

INSERT CONSULTANT NAME
ADDRESS 1
ADDRESS 2

(the "Consultant"), and San Antonio Water System, municipally-owned utility of the City of San Antonio in the State of Texas (the "Water System" or "SAWS"), and by which parties to this Agreement, in consideration of the mutual covenants set forth below and other good and valuable consideration (the mutuality, adequacy, and sufficiency of which are hereby acknowledged), hereby agree as follows:

1. Consulting.

(a) Consulting and Advisory Services. During the term of this Agreement, the Consultant will provide consulting and advisory services to the Water System in accordance with the highest professional standards. Consultant shall perform the services described on Exhibit B attached hereto and incorporated herein. The Consultant shall perform such duties in accordance with the time schedule attached hereto as Exhibit D and comply with the Security Procedures attached as Exhibit E. Acceptance of work of the Consultant by the Water System shall not constitute or be deemed a release of the responsibility, obligations or liability of the Consultant under this Agreement for any errors, omissions, defect in the design, drawings, specifications, documents, reports and work performed by the Consultant. Consultant will utilize only qualified personnel to perform the work under this Agreement. All of such work shall be under the direct supervision of properly licensed professionals as appropriate for the Project and work.

(b) Compensation and Expenses. The Water System shall pay Consultant as set forth on the attached Exhibit A. If Consultant's services do not conform to the specifications stated on Exhibit B, as determined by Water System, Consultant shall promptly re-perform such services to the satisfaction of Water System at no additional charge to Water System.

CONSULTING AGREEMENT

(c) Independent Contractor. It is acknowledged and agreed that the Consultant is an independent contractor of the Water System and not an employee or agent or fiduciary of Water System, and each of the parties to this Agreement agrees to take actions consistent with the foregoing. Consultant is not being engaged to perform any fiduciary functions of Water System. Further, nothing in this Agreement shall be construed to create a partnership, joint venture, or other association between the parties.

(d) Water System's Responsibilities. Water System will use its reasonable best efforts to provide Consultant with all documentation and information in the possession of the Water System required to enable Consultant to provide the services, and will cause its employees and agents to cooperate with Consultant's reasonable requests in order to assist Consultant in providing the services.

(e) Work Papers. All final work product and work papers directly relating thereto delivered to Water System by the Consultant in connection with the performance of services pursuant to this Agreement, including public records obtained by the Consultant, shall be the property of the Water System whether or not in the possession of the Consultant, for use and re-use by the Water System, its agents, employees, contractors and consultants, as needed from time-to-time.

(f) Nondisclosure. The Water System has a proprietary interest in this Agreement and in the advisory and consulting services provided by Consultant. Accordingly, this Agreement, the services, and any information obtained by Consultant through Water System in connection with the performance of the services shall not be disclosed by Consultant to any third party. In the event Consultant is subject to the Texas Public Information Act, upon receipt of a request for any information obtained by Consultant in the performance of this Agreement, Consultant shall provide notice to Water System of the request along with a copy of the request, and give Water System the opportunity to respond to the request prior to its release by Consultant. In no event shall Consultant or any of its subconsultants provide or participate in any public presentations or prepare or present any papers for public dissemination concerning the Project, or with information obtained in connection with the Project, without receiving the prior written approval from the Water System, which approval may be withheld in the sole and absolute discretion of the Water System.

(g) Compliance with Law. In performing this Agreement, the Consultant agrees to comply with applicable laws and regulations, and to secure, pay for and comply with all permits, governmental fees, licenses, inspections, bonds, security or deposits necessary for proper execution and completion of the services. Consultant agrees to not make or permit to be made any improper payments, or to perform any unlawful acts.

(h) Insurance. Consultant shall maintain and keep in force for the duration of this Agreement such insurance as set forth on Exhibit C of this Agreement, which is attached hereto and incorporated herein for all purposes as if fully set forth herein. Approval of insurance by the Water System shall not relieve or decrease the liability of the Consultant hereunder and shall not be construed to be a limitation of liability on the part of the Consultant. Consultant

CONSULTING AGREEMENT

shall be responsible for all premiums, deductibles and self-insured retentions, if any, stated in the policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance. All endorsements naming the Water System and the City of San Antonio (the "City") as additional insureds, waivers, and notices of cancellation endorsements as well as the Certificates of Insurance shall indicate: San Antonio Water System, Contract Administration Division, 2800 US Hwy 281 North, San Antonio, Texas 78212.

(i) Right To Audit. Consultant agrees to maintain appropriate accounting records of costs, expenses, and payrolls of its employees and agents working on the Project for a period of three years after final payment for completed work has been made and all other pending matters concerning the Agreement have been closed. Consultant agrees that the Water System or its authorized representative shall have access during normal business hours to any and all books, documents, papers, and records of the Consultant which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits and examinations.

The Consultant further agrees to make the above requirement apply to any and all subconsultant agreements in which the Consultant has a contractual relationship for the services to be performed under the Agreement. All subconsultants shall agree that the Water System or its authorized representatives shall have access during normal business hours to any and all books, documents, papers, and records of the subconsultant which are directly pertinent to the services to be performed under the Agreement for the purposes of making audits and examinations.

(j) Equal Employment Opportunity/Minority Business Enterprise. The Consultant agrees not to engage in employment practices which have the effect of discriminating against any employee or applicant for employment; and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Specifically, the Consultant agrees to abide by all applicable provisions of the Nondiscrimination Clause and the Small and Minority Business Advocacy Clause as contained in the City of San Antonio's current Affirmative Action Plan on file in the City Clerk's Office. In the event non-compliance occurs the Consultant, upon written notification by the Water System, will commence compliance procedures within thirty (30) days.

(k) Subconsultants. The Consultant acknowledges that it is the policy of the Water System to assist in increasing the competitiveness and qualifications of Small, Minority, and Woman Businesses (SMWB) to afford greater opportunity for such groups to obtain and participate in Water System contracts. Consultant agrees to complete and submit a Good Faith Effort Plan as part of its response to the Water System's request for a proposal. Consultant shall take all reasonable steps to be in compliance with and maintain compliance with the minimum percentage participations for SMWB set out in Consultant's proposal to the Water System. Consultant shall maintain records of all SMWB contracts and programs and submit a Vendor/Subcontractor Report Form to the Water System when submitting pay requests to the Water System.

(l) Consultant's Warranty. The Consultant warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not for the purpose of soliciting or securing this Agreement paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of this warranty, the Water System shall have the right to terminate this Agreement under the provisions of Section 2 below.

(m) Indemnification. Consultant agrees to and does hereby fully indemnify, defend, and hold harmless Water System and the City of San Antonio, and their respective members, agents, employees, officers, directors, trustees and representatives (collectively, "Indemnitees"), individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees (including, without limitation, attorneys' fees), fines, penalties, proceedings, actions, demands, causes of action, liability, and suits of any kind and nature, including, without limitation, personal injury or death and property damage, incurred by, asserted against or made upon any of the Indemnitees arising out of, resulting from or related to the acts, commissions or omissions of Consultant, any agent, officer, director, representative, employee, consultant, contractor or subconsultant or subcontractor of Consultant, and their respective officers, agents, employees, directors, and representatives, while in the exercise or performance of the rights or duties under this Agreement. Consultant shall promptly advise the Water System in writing of any claim or demand against the Consultant or any of the Indemnitees which relates to or arises out of the Consultant's activities under this Agreement at Consultant's cost. Any of the Indemnitees shall have the right, at their option and at their own expense, to participate in such defense without relieving Consultant of any of its obligations under this paragraph. The terms and provisions of this Section 1(m) shall survive the expiration of the term or earlier termination of this Agreement. Nothing in this Section 1(m) shall be interpreted to constitute a waiver of any governmental immunity available under Texas law or any available defenses under Texas law.

(n) Default. In the event Consultant fails to perform its duties or obligations under this Agreement, Water System shall be entitled to any and all remedies available at law or in equity (including, without limitation, the recovery from Consultant of all losses and damages, whether actual, direct, consequential, liquidated or otherwise, and all reasonable attorneys' and other professional fees and costs suffered or incurred by the Water System arising from such default), and, in addition, the Water System shall have the right to terminate this Agreement by written notice as provided in Section 2 below. The Water System shall be entitled to recover reasonable attorneys' fees and costs of dispute resolution incurred in connection with enforcement of this Agreement. In addition, the Water System shall have the right to (1) take possession of all materials and work completed under this Agreement, (2) accept assignment of any sub-consultant agreements relating to this Agreement on terms and conditions acceptable to the Water System, and (3) recover from the Consultant and/or deduct from any sums then owed to the Consultant, all losses, damages, penalties and fines, whether actual or liquidated, direct, consequential and/or exemplary, and all reasonable attorneys' and other professional fees and costs suffered or incurred by the Water System by reason of or as a result

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of Consultant's default. Such amounts, together with interest on same at the highest rate allowed by law until paid in full, shall be binding on Consultant and are due upon demand. No action by the Water System shall constitute an election of remedies.

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.

(b) Termination for Cause. Water System may terminate this Agreement at any time for "Cause" in accordance with the procedures provided below. Termination by Water System of this Agreement for "Cause" shall mean termination upon (i) the neglect, breach or inattention by Consultant of its duties hereunder, and such neglect, breach or inattention has not been cured within five (5) days after written notice thereof given by Water System to Consultant, (ii) the engaging by Consultant in willful or fraudulent conduct that is injurious to Water System, monetarily or otherwise, (iii) the failure by Consultant to otherwise perform its duties hereunder and such failure has not been cured within five (5) days after written notice thereof given by Water System to Consultant. Notice shall be deemed given as provided in Section 3(a) of this Agreement. Upon such termination for cause, the Consultant shall not be entitled to any further compensation under this Agreement, except for the compensation which has been earned for services rendered by Consultant in accordance with this Agreement through the date of notice of such termination, subject to offset for damages as set forth in Section 1(n) above, and which shall be paid only after final completion of the work provided for under this Agreement by the Water System.

In the event termination for cause is not proper under this Section, the termination shall be deemed to constitute a termination for convenience as set forth in Section 2(c) below.

(c) Other Termination. The Water System may terminate this Agreement at any time for any reason upon thirty (30) days written notice to the Consultant. Upon termination of this Agreement, the Consultant will be entitled only to the compensation and expenses which have been earned for services rendered in accordance with this Agreement through the date of such termination. No termination of this Agreement shall impair or defeat those obligations set forth elsewhere in this Agreement which require either party to do or refrain from doing any specified act or acts after termination of this Agreement, or to perform any obligation which by its terms or normal meaning survives termination of this Agreement.

(d) Suspension. The Water System reserves the right to suspend work under this Agreement at any time and from time-to-time work for the convenience of the Water System by issuing a written notice of suspension, which notice outlines the reasons for the suspension and the then estimated duration of the suspension, but in no way will guarantee the total number of days of suspension. Such suspension shall take effect immediately upon the date specified in the notice and if no date is specified, the date of delivery of the notice of suspension to the Consultant. Upon receipt of a notice of suspension in excess of one hundred eighty (180) days, the Consultant shall have the right to terminate this Agreement by written notice to the Water System. Consultant may exercise this right to terminate any time after a suspension has continued for more than one hundred eighty (180) days, but before the Water System gives Consultant written notice to resume the work. Termination (under this paragraph) by Consultant shall be effective immediately upon the Water System's receipt of said written notice from Consultant.

(e) Winding Up. Upon receipt of a written notice of suspension or termination, unless the notice otherwise directs, Consultant shall immediately phase-out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to the Water System under this Agreement.

3. Miscellaneous.

(a) Notices. Any notice, communication or request under this Agreement to any of the parties shall be in writing and shall be effectively delivered if delivered personally or sent by overnight courier service (with all fees prepaid), or by facsimile as follows:

If to Water System: San Antonio Water System
2800 US Hwy 281 North
San Antonio, Texas 78212
Attn: Project Manager
Fax: _____

With copy to: San Antonio Water System
2800 US Hwy 281 North
San Antonio, Texas 78212
Attn: Nancy Belinsky, General Counsel
Fax: 210.233.4587

or to Consultant: (Consultant Name)
(Address)
(City, State, Zip)
Attn: (Insert Name)
Fax: _____

Any such notice, request, demand or other communication shall be deemed to be given if delivered in person, on the date delivered, if made by facsimile, on the date transmitted, or, if

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sent by overnight courier service, on the date sent as evidenced by the date of the bill of lading; and shall be deemed received if delivered in person, on the date of personal delivery, if made by facsimile, upon confirmation of receipt (including electronic confirmation), or if sent by overnight courier service, on the first business day after the date sent.

(b) Interest in Water System Agreements Prohibited. No officer or employee of the City shall have a financial interest, direct or indirect, in any Agreement with the Water System, or shall be financially interested, directly or indirectly, in the sale to the Water System of any land, materials, supplies or service, except on behalf of the City or Water System as an officer or employee. Any violation of this Section, with the knowledge, expressed or implied, of Consultant contracting with Water System shall render this Agreement voidable by the Board of Trustees or the President/Chief Executive Officer of the Water System.

(c) Gift Policy. Water System employees are prohibited from soliciting, accepting or agreeing to accept any gifts from outside sources. A copy of Water System's Policy 2-17 "Procedures for Gift and Meal Policy" is available upon request.

(d) Tax Matters. Consultant shall be solely responsible for payment of all taxes related to Consultant's provision of the services. A tax exempt certificate is available upon request for the purchase of materials and goods only with regards to the contracted services of this Agreement.

(e) Assignment; Binding Effect. No assignment, transfer, or delegation of any rights or obligations under this Agreement by Consultant shall be made without the prior written consent of the Water System, which may be withheld in the sole and absolute discretion of the Water System. This Agreement shall be binding upon the parties to this Agreement and their respective legal representatives, heirs, devisees, legatees, or other successors and permitted assigns, and shall inure to the benefit of the parties to this Agreement and their respective legal representatives, heirs, devisees, legatees, or other permitted successors and permitted assigns.

(f) Interpretation; Captions. Whenever the context so requires, the singular number shall include the plural and the plural shall include the singular, and the gender of any pronoun shall include the other genders. Titles and captions of or in this Agreement are inserted only as a matter of convenience and for reference and in no way affect the scope for this Agreement or the intent of its provisions.

(g) Entire Agreement. This Agreement constitutes the entire agreement of the parties to this Agreement with respect to its subject matter, supersedes all prior agreements, if any, of the parties to this Agreement with respect to its subject matter, and may not be amended except in writing signed by the party to this Agreement against whom the change is being asserted. This Agreement consists of this document and attached Exhibits A, B, C, D and E, all of which are incorporated herein by reference for all purposes. Should any conflict arise between the terms of this document and the attached Exhibits, this document shall be controlling.

(h) No Waiver. The failure of any party to this Agreement at any time or times to require the performance of any provisions of this Agreement shall in no manner affect the right to enforce the same; and no waiver by any party to this Agreement of any provision (or

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of a breach of any provision) of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed either as a further or continuing waiver of any such provision or breach or as a waiver of any other provision (or of a breach of any other provision) of this Agreement.

(i) Governing Law; Jurisdiction. This Agreement has been entered in, and shall be governed by and construed in accordance with the laws of the State of Texas, without regard to principles of conflict or choice of law. This Agreement is performable in Bexar County and sole venue shall be in the courts of Bexar County, Texas.

(j) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or its terms to produce or account for more than one of such counterparts.

(k) Non-Appropriation. Consultant agrees that the Water System has projected costs for this Agreement and Water System expects to pay all obligations of this Agreement from projected revenues of the Water System. All obligations of the Water System are subject to annual appropriations by its Board of Trustees. Accordingly, notwithstanding anything in this Agreement to the contrary, in the event that the Water System should fail to appropriate funds to pay any of Water System's obligations under the terms of this Agreement, then the Water System's obligations under this Agreement shall terminate, and the Consultant's sole option and remedy shall be to terminate this Agreement by written notice to Water System, and neither the Water System nor the Consultant shall have any further duties or obligations hereunder, except those which expressly survive.

DULY EXECUTED and delivered by the parties to this Agreement, effective on the date counter signed by the Water System.

THE WATER SYSTEM:

San Antonio Water System

By: _____
Philip C. Campos, Jr., CPA
Director – Contracting

Date

CONSULTANT:

(Insert Consultant Name)

By: _____
Signature

Title

Date

LIST OF EXHIBITS:

- Exhibit A: Compensation for Consulting Agreement
- Exhibit B: Scope of Services
- Exhibit C: Standard Insurance Specifications
- Exhibit D: Term of Agreement
- Exhibit E: Security Procedures
- Exhibit F: List of Subconsultants

**EXHIBIT A
 COMPENSATION FOR CONSULTING SERVICES
 TASK BASED PAYMENT METHOD**

Section 1 – Basis for Compensation

The total fee for all services as defined herein and that may be earned through the issuance of Task Orders under this contract is a not to exceed amount of \$ –and \$ cents (the “Total Fee”) and it is agreed and understood that when earned this amount will constitute full compensation to the Consultant. This amount has been approved and appropriated by the San Antonio Water System for expenditure under this agreement. Notwithstanding anything herein to the contrary, as this is an unspecified, task order based contract, there is no assurance or guaranty that Consultant will earn the Total Fee prior to the expiration of the Term.

1.1 As outlined in Exhibit II, the Consultant shall perform scope of work Real Estate Title Services on a lump sum basis for each task as outlined herein:

Task 1 - Title Run Services

Platted Properties	\$
Un Platted Properties	\$

Task 2 - Title Search Services

Basic Premium Rate	
Currently	\$
Tax Certificates	\$

Task 3 - Title Insurance

Premium Promulgated by Texas Department of Insurance	Actual
Cost Escrow Fee	\$
Courier Fee	\$
Tax Certificates	\$
E-Filing Fee	\$
Recording Fees	\$

Section 2 - Changes

2.1 The Consultant and the Water System acknowledge the fact that the Total Fee Amount contained in paragraph 1.1 above has been established predicated upon the total estimated cost of services to be rendered under the contract. For additional services or if the scope of services are changed materially, compensation shall be re-negotiated.

Section 3 - Method of Payments

3.1 Payment may be made to the Consultant based upon the following:

By Task Order

Section 4 -Reimbursable Expenses

Reimbursable expenses are not authorized under this contract.

Section 5 - Payment for Services

- 5.1 No initial payment shall be paid to the Consultant prior to rendering services.
- 5.2 Invoices shall be submitted separately for each individual project assignment on a monthly basis to the Project Manager identified in Section XXVII - Notices.
- 5.3 Cost of services furnished by subconsultants on Federally Funded projects shall be reimbursed at invoice cost with no markup. Cost of services furnished by subconsultants as proposed from the Consultant's submittal from the request of proposal or request of interest statement shall be reimbursed at invoice cost with no markup.
- 5.4 For all services rendered, payment by the Water System is due within thirty (30) days after receipt of invoice. If payment of the amounts due, or any portion thereof, is not made as described above, interest on the unpaid balance thereof will accrue at the lesser rate of 6 percent per annum (0.5 percent per month) or the maximum lawful rate under Section 271.005 (c) of the Texas Local Government Code until such payment is made, unless delay in payment is due to improper invoicing procedures followed by the Consultant.
- 5.5 For all services rendered, Consultant's payment to subconsultants is due within ten calendar days after receipt of payment from the Water System.
- 5.6 For project assignments that are to be compensated on an hourly rate basis, the Consultant's invoice shall show the name of all consultants, employees, titles, charging time to the project, the amount of time billed, the hourly rates, and the activity or activities performed by all consultants and employees. Payroll time sheets shall be provided on request of the Water System.
- 5.7 For project assignments that are to be compensated on the salary cost multiplier method, the Consultant's invoice shall show the name of all consultants, employees, titles, charging time to the project, the amount of time billed, the raw salary cost, the fringe benefit percentage, the multiplier, and the activity or activities performed by all consultants and employees. Payroll time sheets shall be provided on request of the Water System.
- 5.8 For project assignments that are to be compensated on the cost plus fixed fee method, the Consultant's invoice shall show the name of all consultants, employees, titles, charging time to the project, the amount of time billed, the raw salary cost, the corporate overhead percentage, and the percentage of the fixed fee allocated to the invoice, and the activity or activities performed by all consultants and employees. Payroll time sheets shall be provided on request of the Water System.

- 5.9 Payment for title policy premiums shall represent payment in full for all title services, including title search and analysis, made pursuant to the applicable Title Commitment.
- 5.10 For project assignments that are to be compensated on a lump sum basis, the Consultant's invoice shall include a detailed summary of the progress and completion of tasks to substantiate the percentage of completion of services as rendered during the previous month.
- 5.9 Reimbursable expenses included on the Consultant's invoice shall have copies of invoices, receipts, and other evidence of expenses.

Section 6 - Payment for Additional Services

Payments for Consultant's additional services shall show the same information required in subparagraphs 5.6 through 5.10 dependent upon the type of compensation and other evidence of expenses.

Section 7 - Payments Withheld

The Water System may withhold, amend, or reject any request for payment by the Consultant under conditions that include those described below:

- 7.1 Consultant's failure to provide adequate documentation for reimbursable expenses.
- 7.2 Consultant's failure to invoice as required in subparagraphs 5.6 through 5.10.
- 7.3 Errors or mistakes in the Consultant's invoice and or defects, errors and omissions in the design, working drawings, specifications or other documents prepared by the Consultant or Consultant's consultants which are the basis for the payment request.
- 7.4 Water System's receipt of evidence that the Consultant's consultants have not been duly paid for their services in connection with this project subsequent to the Water System having disbursed compensation to the Consultant in consideration of and stemming from the efforts extended by the consultants.
- 7.5 Failure of the Consultant to render any service required by this agreement per Exhibit IV, Production Schedule.

If any of these conditions exist, then interest charges will not be applicable. The Water System shall provide the Consultant with written notice of its intention to withhold, amend, or reject any request for payment by the Consultant. Upon written request by the Consultant to the Water System made within 10 days after the date of notice sent by the Water System, representatives of the Water System will meet with representatives of the Consultant at a mutually agreed time to discuss the circumstances surrounding the determination to withhold, amend, or reject any request for payment by the Consultant.

EXHIBIT B
SCOPE OF SERVICE
(Tasks enumerated below may apply to respondents as applicable)

Upon the issuance of a task order (the “Task Order”) providing written authorization to proceed the following services shall be performed by the Consultant in accordance with the Contract:

- a. Title Run Services – Provide all inclusive reports of all instruments filed in the public records in the office of the Secretary of State of Texas and/or county in which the land is located over a designated period of time.
- b. Title Search Services – Provide all inclusive investigation of public records in the office of the Secretary of State of Texas and/or the county where the land is located to determine, among other things which may be requested from time to time, the name and address of the current owner of the property, a list and copy of all liens, claims, encumbrances, easements, rights-of-way, reservations, restrictions, covenants and other conditions affecting title to the land and/or improvements thereon and a confirmation of the status of tax payments on the property, which investigation shall be summarized in a report that is signed by the Consultant or its authorized agent.
- c. Commitment of Title Insurance – Provide a signed and binding commitment of title insurance in the form promulgated by the Texas Department of Insurance, committing your firm to issue to the named insured, a policy of title insurance, in the form promulgated by the Texas Department of Insurance, upon the payment of the premium and other charges due and compliance with the requirements on Schedule B and Schedule C thereof, and providing a copy of all documents listed in Schedules B and C thereof.
- d. Policy of Title Insurance – Issue a policy of Title Insurance in the form promulgated by the Texas Department of Insurance, in accordance with the Title Commitment prepared by Consultant.
- e. Escrow Services – Provide general escrow services, including without limitation, receipt of contracts and purchase and sale agreements; receipt and deposit (in an interest bearing account) of all earnest money and other deposits payable under the agreements; receipt and disbursement of all earnest money and other sums in the manner provided for in the agreements; provide general and customary closing services, including, without limitation, preparation of settlement statements, notarizing and recording documents and performing services set forth in closing instruction letters prepared by SAWS or its agents or authorized representatives.
- f. Tax Certificate – Provide tax certificates indicating tax account information.
- g. Recordings – Provide service of recording legal documents pertinent to each transaction.
- h. Courier – Provide courier service of documents pertinent to each transaction, if necessary.

EXHIBIT C
SAWS STANDARD INSURANCE SPECIFICATIONS

1. Commercial Insurance Specifications (“Specifications”):

a. Commencing on the date of this Contract, the CONSULTANT shall, at his own expense, purchase, maintain and keep in force such lines of insurance coverage as will protect him and the San Antonio Water System (“SAWS”) and the City of San Antonio (“the City”) and their employees and agents from claims, which may arise out of or result from his operations under this Contract, whether such operations are by himself, by any sub-consultant, supplier or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable, including, without limitation, the following lines of insurance coverage:

1. Commercial General Liability (CGL) insurance that will protect the CONSULTANT, SAWS and the City from claims for damages because of bodily injury, personal injury, sickness, disease or death and insurance that will protect the CONSULTANT, SAWS and the City from claims for damages to or destruction of tangible property of others, including loss of use thereof.

This line of insurance coverage shall:

- Cover independent contractors;
- Not include any exclusions relating to blasting, explosion, collapse of buildings or damage to underground property;
- Afford coverage for Products Liability and/or Completed Operations and, Contractual Liability.

The minimum policy limits of liability for this line of insurance coverage shall be:

\$ 1,000,000.00	Occurrence Limit
2,000,000.00	General Aggregate
2,000,000.00	Products/Completed Operations Aggregate
1,000,000.00	Personal and Advertising Injury
1,000,000.00	Contractual Liability

This line of insurance coverage shall be endorsed:

- Naming SAWS, and the City as an Additional Insured; and
 - To provide a Waiver of Subrogation in favor of SAWS and the City.
2. Professional Liability (PL) (errors and omissions) insurance with minimum coverage limits of \$1,000,000 per claim, \$1,000,000 in the aggregate and, if this line of coverage is written on a “Claims Made” form, the CONSULTANT must maintain this line of insurance coverage for a period of at least twenty-four (24) months after the date of Contract termination.

NOTE - For Professional Liability, include in writing on the Certificate of Liability Insurance (“Certificate”) the coverage form under which the respective line of coverage is written – either:

- Claims-made form; if the coverage form declared on the Certificate is the Claims-made form, the “Retroactive-date” for this line of coverage must also be included on the Certificate as well; or
- Occurrence basis – no additional wording required.

- b. CONSULTANT shall require all Sub-consultants to carry lines of insurance coverage appropriate to their scope of Work and submit copies of Sub-consultants' Certificates of Liability Insurance upon request by SAWS.
- c. CONSULTANT agrees that with respect to the above required lines of insurance, all insurance policies are to contain or be endorsed to the extent, not inconsistent with the requirements of the issuing insurance carrier, to provide for an endorsement that the "other insurance" clause shall not apply where SAWS and the CITY are an Additional Insured shown on the policy if such endorsement is permitted by law and regulations.
- d. CONSULTANT shall, upon request of SAWS, provide copies of all insurance policies and endorsements required under Contract.
- e. CONSULTANT is responsible for the deductibles under all lines of insurance coverage required by these Specifications.
- f. The stated policy limits of each line of insurance coverage required by these Specifications are MINIMUM ONLY and it shall be the CONSULTANT's responsibility to determine what policy limits are adequate and the length of time each line of insurance coverage shall be maintained; insurance policy limits are not a limit of the CONSULTANT's liability.
- g. These minimum limits required of each line of insurance coverage may be either basic policy limits of the WC, EL, CGL and AL or any combination of basic limits or umbrella (Umbrella form) or excess (Other Than Umbrella form) limits. SAWS acceptance of Certificate(s) that in any respect, do not comply with these Specifications, does not release the CONSULTANT from compliance herewith.
- h. Each line of insurance coverage that is specified under these Requirements shall be so written so as to provide SAWS and the City thirty (30) calendar days advance written notice directly of cancellation or non-renewal of coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- i. Within five (5) calendar days of cancellation or non-renewal of any required line of insurance coverage, the CONSULTANT shall provide SAWS a replacement Certificate with all applicable endorsements included. SAWS shall have the option to suspend the CONSULTANT's performance should there be a lapse in coverage at any time during this Contract.
- j. Failure to provide and to maintain the required lines of insurance coverage shall constitute a material breach of this contract.
- k. In addition to any other remedies, SAWS may have, upon the CONSULTANT's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, SAWS shall have the right to order the CONSULTANT to stop performing services hereunder and/or withhold any payment(s) which become due to the CONSULTANT hereunder until the CONSULTANT demonstrates compliance with the Specifications hereof.
- l. Nothing herein contained shall be construed as limiting, in any way, the extent to which the CONSULTANT may be held responsible for payments for damages to persons or property resulting from the CONSULTANT 's or its sub-consultant's performance of the services covered under this Contract.
- m. It is agreed that the CONSULTANT's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by SAWS, the City and their employees and agents for liability arising out of operations under this Contract.
- n. CONSULTANT agrees that all lines of insurance coverage required by these Specifications shall be with insurance companies, firms or entities that have an A.M. Best rating of "A- ("A"- minus)" and a Financial Size Category of a "VII" or better. All lines of insurance coverage shall be of an "Occurrence" type except for the Professional Liability line of insurance coverage.

SAWS will accept worker's compensation insurance coverage written by the Texas Workers Compensation Insurance Fund.

- o. SAWS reserves the right to review the above stated insurance specifications during the effective period of this Contract and any extension or renewal hereof and to request modification of lines of insurance coverage and their respective liability limits when deemed necessary and prudent by SAWS' Risk Manager and Legal Department based upon changes in statutory law, court decisions, or circumstances surrounding this Contract.

In no instance will SAWS and the City allow modification whereupon SAWS and the City may incur increased risk exposure.

2. Certificate(s) of Liability Insurance ("Certificate") Requirements

Prior to the commencement of any Services under this Contract and once notified by SAWS Contracting Official that your Company has been selected as the apparent successful CONSULTANT pursuant to a Request for Proposal selection process, pending Board final approval, and, a request is made for you to submit your Company's Certificate of Liability Insurance, that Certificate must meet all of the following requirements:

- a. The CONSULTANT shall have completed by its insurance agent(s), and submitted to SAWS Contracting Department within 5 business days, a Certificate(s) of Liability Insurance ("Certificate(s)") providing evidence of the lines of insurance coverage pursuant to Section 1.a.1) through 1.a.2) above.
- b. The original Certificate(s) or form must include the agent's original signature, including the signer's company affiliation, mailing address, Office and FAX phone numbers, email address, and contact person's name; and, be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative in strictly compliance with sections 2.g. (Certificate Holder) and 2.h. (Distribution of Completed Certificates) below.
- c. The Texas Legislature passed and Governor Perry signed Senate Bill 425 to become effective January 1, 2012. This law will require all certificates of insurance forms to be filed with and approved by the Texas Department of Insurance before they can be used after the effective date of the law. In addition, the law codifies current Texas Department of Insurance rules that a certificate of insurance must not obscure or misrepresent the coverage provided by the insurance policies.
- d. SAWS will not accept Memorandum of Insurance or Binders as proof of insurance.
- e. SAWS shall have no duty to pay or perform under Consulting Services Agreement until such certificate(s) and applicable endorsements have been received, reviewed and deemed 100% compliant with the Insurance Specifications contained herein by SAWS' Risk Management/Contract Services Department. No one other than SAWS Risk Manager shall have authority to waive any part of these requirements.
- f. The SAWS Project/Contract number(s) along with its Descriptor Caption must be included in the Description of Operations section located in the bottom half of the standard ACORD Certificate forms.
- g. Certificate Holder - SAWS shall be shown as the Certificate Holder in the Certificate Holder section located in the bottom half of the standard ACORD Certificate forms and formatted as follows:

San Antonio Water System
c/o Ebix BPO
PO Box 257
Ref. # 107-(Lawson Acct's Payable Vendor #)-(SAWS Contract/Project #)*
Portland, MI 48875-0257

**SAWS Contracting Official will include in the above address, the correct, complete Ref# in the written confirmation of your selection as a CONSULTANT pending final Board approval.*

DO NOT BEGIN THE DISTRIBUTION OF ANY CERTIFICATE(S) BEFORE RECEIVING AND INSERTING THE COMPLETE REFERENCE NUMBER INTO THE CERTIFICATE HOLDER ADDRESS SHOWN ABOVE.

- h. Distribution of Completed Certificates - Completed Certificates shall be distributed by the Consultant as follows:

1. Send Original:

- By Mail:

San Antonio Water System
C/O Ebix BPO
P.O. Box 257
Ref. #107-(Same as the Certificate Holder name/address shown above.)
Portland, MI 48875-0257

- By Fax: 1-517-647-7900

- By E-Mail: CertsOnly@periculum.com

2. Send Copy to the following:

San Antonio Water System
Attention: Contract Administration
P.O. Box 2449
San Antonio, TX 78298-2449

- i. CONSULTANT shall be responsible for obtaining Certificates of Insurance from the first tier Sub-consultant, and upon request furnish copies to SAWS.

3. SURVIVAL

Any and all representations, conditions and warranties made by Consultant under this Contract including, without limitation, the provisions of Section 1.a.2), 1.a.3) and 1.a.4) of these Commercial Insurance Specifications and Certificates of Liability Insurance Requirements are of the essence of this Contract and shall survive the execution and delivery of it, and all statements contained in any document required by SAWS whether delivered at the time of the execution, or at a later date, shall constitute representations and warranties hereunder.

EXHIBIT D
TERM OF AGREEMENT

- I. The Term of this Agreement shall be negotiated.
- II. This contract has the option of two renewals, each for a one year period, subject to appropriation of funds.

Time Frame for Deliverables:

Contract will be Task Order based. Therefore deliverables will be addressed in the Task Order.

EXHIBIT E

SECURITY PROCEDURES

Consultant shall ensure a Prime Contractor Data Form (PCDF) and a Background Screening Letter (provided by SAWS Security) is properly completed for all employees performing work under this Agreement and on file with the SAWS Security Office prior to work commencement. Sub-consultants performing work must be listed on the PCDF. Consultant shall be responsible for the accuracy of information on the PCDF and for obtaining any and all required items (badges and parking tags) necessary to fulfilling the work under this Agreement. The PCDF must be sent electronically to security@saws.org. Consultant shall advise the SAWS Project Manager of any employee terminations or changes to personnel performing work under this Agreement and Consultant shall immediately turn in any and all badges and/or parking tags of employees who are terminated or no longer performing work under this Agreement. If there are any changes in the information contained in the PCDF or the Background Screening Letters, Consultant shall immediately notify the SAWS Project Manager and provide updated PCDF and Background Screening Letters, with copies to security@saws.org.

Consultant and its employees and agents shall obtain a SAWS photo identification badge (Contractor's Badge) and parking tag, if necessary, prior to any work on SAWS property, which shall be used only for purposes necessary to perform the work under this Agreement. SAWS Badge Office hours are Monday and Friday 1:00 pm to 5:00 pm (hours are subject to change). Security Staff can be contacted at (210) 233-3760 or (210) 233-3619. A replacement fee shall be charged to replace any lost or damaged badges or parking tags. As a condition of final payment, Consultant shall return all badges and parking tags to the Security Office. In the event Consultant fails to return all security badges and parking tags, in addition to any other rights or remedies to which SAWS may be entitled at law or in equity, SAWS may withhold from payment to the Consultant the sum of \$500.00 dollars per badge or parking tag as liquidated damages. Consultant agrees that the actual amount of damages for failure to return the badges and/or parking tags are difficult to determine, and the liquidated damages herein are not a penalty, but are a reasonable estimate of the costs and expenses that may be incurred by SAWS for failure to return the badges or parking tags.

Certain designated SAWS facilities (list with SAWS Security) require a SAWS employee to physically escort Consultant at all times. SAWS may, in its sole discretion, waive the escort requirements if the PCDF and a "clean" Background Screening Letter, signed by an authorized representative of Consultant are approved by SAWS Security.

Sub-consultants must always be under escort of the Consultant while performing work on any SAWS designated primary facility (list with SAWS Security.) Sub-consultants must display either a company photo badge with name or a valid driver's license at all times while working on any SAWS property. Consultant is solely responsible for the actions of its employees, agents, contractors and consultants.

Due to changing security environments, Consultant **MUST** be prepared for additional security requirements at its expense, including background checks. Any person found to have an unacceptable background check (as determined by SAWS review of submitted paperwork or other information provided to or obtained by SAWS) will not be allowed to perform work under this Agreement or on SAWS facilities. Notwithstanding anything herein to the contrary, any provisions in these Security Procedures that may appear to give SAWS the right to direct Consultant as to details of doing any work under this Agreement or to exercise a measure of control over any security measures or such work shall be deemed to mean that Consultant shall follow the desires of SAWS in the **results** of the work or security measures only.

Advance coordination by Consultant with SAWS Security office for these security requirements is necessary to ensure no delays with timely performance of the work. In the event Consultant fails to comply with SAWS Security requirements, SAWS may, with no penalty or claim against SAWS, issue a Work Stoppage Order until the security violation (s) are remedied.

EXHIBIT F
LIST OF SUBCONSULTANTS

SAMPLE CONTRACT