



REQUEST FOR QUALIFICATIONS

Vista Ridge Regional Supply Project Technical Advisor

Solicitation No.: Q-15-009-MF

Addendum 3 | December 14, 2015

CHANGES TO THE RFQ

1. Regarding Section IV.C. 5. Add the following:

- c. Prior Alternative Delivery Experience - Describe any of the Respondent firm/team's experience managing Owner's interests on P3 type projects or alternative delivery projects like CMAR.

2. Regarding Section IV. C. of the RFQ, page 1 of Addendum 2, that reads:

- 6. Project Team Structure, Internal Processes, and Project Approach
 - a. Prior Alternative Delivery Experience - Describe any of the Respondent firm/team's experience managing Owner's interests on P3 type projects or alternative delivery projects like CMAR.
 - b. Provide a detailed description of the firm/team structure, how it is organized for this Project, and the roles of each partnering firm. Descriptions of structure, processes, and approach should include:
 - Project leadership, reporting structure and communication/interface with the proposed design team and SAWS.
 - Specialized skills needed and resources to be utilized.
 - Understanding and familiarity with the Project.
 - Responsiveness, attention to details, follow through and responsibility of sub-consultants.
 - Decisiveness in findings and recommendations.
 - c. Describe any potential alternative or innovative approaches to ensure the successful and timely performance of the scope of services and SAWS' objectives in the Project.

Is amended to now read:

6. Project Team Structure, Internal Processes, and Project Approach

- a. Provide a detailed description of the firm/team structure, how it is organized for this Project, and the roles of each partnering firm. Descriptions of structure, processes, and approach should include:
 - Project leadership, reporting structure and communication/interface with the proposed design team and SAWS.
 - Specialized skills needed and resources to be utilized.
 - Understanding and familiarity with the Project.
 - Responsiveness, attention to details, follow through and responsibility of sub-consultants.
 - Decisiveness in findings and recommendations.
- b. Describe any potential alternative or innovative approaches to ensure the successful and timely performance of the scope of services and SAWS' objectives in the Project.

3. Exhibit "A", Section 1.a. which reads:

- 5) **Excess/Umbrella Liability (UL)** insurance in the amount of **\$5,000,000.00**. This policy shall be of an **"Occurrence" type** and the limit of liability shall be concurrent with (following form) and in excess of the **EL, CGL, and AL** lines of insurance coverage.

Is amended to read:

- 5) **Excess/Umbrella Liability (UL)** insurance in the amount of **\$2,000,000.00**. This policy shall be of an **"Occurrence" type** and the limit of liability shall be concurrent with (following form) and in excess of the **EL, CGL, and AL** lines of insurance coverage.

4. Exhibit "A", Section 1.a. which reads:

- 6) **Professional Liability (PL)** (errors and omissions) insurance with minimum coverage limits of **\$10,000,000** per claim, \$10,000,000 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.

Is amended to read:

- 6) **Professional Liability (PL)** (errors and omissions) insurance with minimum coverage limits of **\$5,000,000** per claim, \$5,000,000 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.

5. Page 6, Section I. D. Additional Requirements, 3. that reads:

The selected TA's Lead Project Manager must reside locally within the Bexar County area.

Is amended to read:

The selected TA's Lead Project Manager must be able to respond in person, if necessary, within 2 hours of SAWS request.

6. Page 3 of Addendum 2, Question #2, last paragraph, remove the following sentence:

The Bexar County area is defined as Bexar County and its contiguous counties.

END CHANGES TO THE RFQ

QUESTIONS AND ANSWERS

1. Please clarify that if you submit on and are awarded this project, that you are not prohibited in any way from pursuing the Vista Ridge Owner's Engineer Project for the Integration Facilities, or the Vista Ridge Design Build Project for Integration.

A: *Provided the requirements of Section I.D.1. of the RFQ are met, and as provided herein, Respondent may concurrently pursue both the Vista Ridge TA and other SAWS' contracts including those associated with Vista Ridge Integration facilities (e.g. Owner's Representative (OR) or Design Build (DB) contracts). However, for purposes of clarity, the selected TA may be part of the OR team or the DB team, but not both.*

2. Upon review of referenced RFQ, I would appreciate if SAWS could clarify the RFQ or answer the following questions:

Page 2, Item 4.b: Could you provide clarification of SAWS expectations regarding the review of the AVR's documents for "deficiencies and errors"? Given the TA will have a narrow window of time to review AVR's designs and is not the Engineer of Record, what is SAWS' expectation of the TA's liability of design related issues?

A: *SAWS' intent is that the TA will undertake review with sufficient depth to confirm compliance with the contractual Design Requirements, assess possible impacts on SAWS distribution system, and evaluate adequacy of the general function and accuracy of the design. Given the limitations of review time, Respondent's should expect that the extent of review and comment provided by the TA will be guided by budgetary constraints that may be further discussed during contract negotiation or in the early phases of the assignment after the award of the contract. Refer to additional guidance as noted in the response to questions that follow.*

Page 4, Item 7.a: Also could SAWS expand upon SAWS' expectations for "alternative approaches" to O&M choices?

A: *Alternative approaches to design, construction and O&M choices are not currently defined. Drawing on its experience and expertise, the TA may discover during its review of AVR's choices in the various phases of the project that better approaches are possible. The TA will be expected to bring such discoveries to SAWS' attention for further evaluation.*

Page 4, Item 7.b: Is SAWS expecting the TA to "guarantee" or "warrant" the "adequacy of the AVR's design"?

A: *It will not be the TA's responsibility to guarantee or warrant the adequacy of AVR's design. SAWS will expect the TA to reasonably fulfil review responsibilities in a manner consistent with the highest standards of the TEPA. Respondents should expect that the quality of the TA's performance on this project will be a consideration in SAWS' evaluation of subsequent SOQ or proposals submitted to SAWS in the future by the TA.*

Page 4, Item 8.d: Does SAWS mean that the TA will be providing recommendations for treatment that AVR will implement? If so, is the TA or the AVR responsible for the design of the recommendation and the outcomes?

A: *AVR has design responsibility for treatment process to meet the requirements of the contract. The TA will be responsible for reviewing the designs of AVR and/or possibly evaluation of other design alternatives or approaches that would be more advantageous to SAWS. Furthermore, if SAWS determines that treatment to more stringent limits is desirable or that additional treatment objectives should be pursued, the TA may be asked to provide recommendations, conduct preliminary design analysis, or perform a limited degree of conceptual design that may help guide a Design Requirements Change to be performed and executed by AVR. AVR is ultimately responsible for design of all facilities, not the TA.*

3. After further review, the response to the following question has been changed: Page 6, Item D2: Time and Materials and Lump Sum is mentioned here, but the Agreement is written around a Lump Sum contract. Could SAWS provide a T & M Agreement for review? What elements of the work does SAWS expect to be provided as Lump Sum?

A: *The sample contract form in Addendum No. 1 is typically utilized as a lump sum contract, however, SAWS anticipates that the TA contract will be adapted to a Time and Materials/Expenses type form during negotiation. If portions of the scope of service might be performed more effectively or economically as a lump sum task item, Respondents may identify this within Exceptions, per #13 Contract Terms and Conditions of the Respondent Questionnaire.*

END OF QUESTIONS AND ANSWERS

No other items, dates, or deadlines for this RFQ are changed.

END ADDENDUM 3