



SOLICITATION NO: PS-00075-FF
RELEASE DATE: March 19, 2019

REQUEST FOR QUALIFICATIONS

2019 Governmental Engineering Design Services

Non-Mandatory Pre-Submittal Conference:
March 29, 2019 at 11:00 a.m. (CT)

Submission Deadline:
April 15, 2019 at 2:00 p.m. (CDT)

****ONLY HARD COPY SUBMISSIONS****

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I. Project Information

A. Objective

The San Antonio Water System (SAWS) is pursuing professional engineering design services and accepting Statements of Qualifications (SOQ) in connection with the 2019 Governmental Engineering Design Services Contract, which will include the rehabilitation and replacement of small and large diameter water and/or wastewater facilities for unspecified projects which will require a Scope of Services to be performed by a qualified consultant(s) or consulting firm(s) on a work order basis. It is anticipated that SAWS will award four (4) contracts as a result of this RFQ. Respondents should have familiarity working on joint bid and non-joint bid SAWS projects within the City of San Antonio (COSA), Bexar County, Texas Department of Transportation (TXDOT), and San Antonio River Authority right-of-way and other governing agencies.

B. Scope of Services

The scope of services for selected consultant(s) will include, but is not limited to, the following:

1. Meet with SAWS engineering staff as required to coordinate the engineering design and schedule of tasks of each identified project.
2. Provide a proposal for each project requested by SAWS within five (5) working days of request. If the project is considered urgent then provide the proposal within 24 hours of the request.
3. Coordinate the design of the SAWS project work closely with various local, state and federal agencies and their consultants as required to successfully complete the design of the requested project.
4. Identify SAWS conflicts with each outside agency's existing and proposed facilities and propose adjustments of SAWS facilities.
5. Review CCTV and video Reports provided by SAWS.
6. Provide necessary field survey services to determine the existing field conditions including all utilities and surface features to the maximum extent possible.
7. Coordinate with other utilities and agencies as required in securing all necessary permits and approvals.
8. Prepare detailed design plans, cost estimates and specifications for the use in the bidding and construction of the project.
9. Abide by all of the latest applicable federal, state and local rules, regulations, specifications, special specifications, ordinances, codes TCEQ, and any other pertinent governing entity requirements for the development of the design plans and supporting documents.
10. If necessary, identify and prepare survey documents for the acquisition of easements to accommodate the construction of any water, recycle or sanitary sewer infrastructure, which shall bear the seal of a Registered Professional Land Surveyor in the State of Texas. Include recommendations for any anticipated easement acquisitions for permanent and temporary easements.
11. Provide the design digitally to SAWS in Microstation (.dgn) and/or Adobe Portable Document Format (.pdf) format.
12. Provide calculations of design in the submittal of plans.

13. Provide other related services to design, bid, and construction of the project.
14. Provide construction phase engineering services by reviewing shop drawings and material submittals, providing all required construction staking, reviewing and responding to requests for information, developing change orders, conducting periodic site visits, reviewing and approving construction pay estimates, reviewing monthly construction schedules, and providing record drawings.
15. Provide professional surveying/potholing services, as required.
16. Provide professional geotechnical services, as required.
17. Provide professional environmental services, as required.
18. Research and identify all necessary permits, construction methods and schedule limitations required from jurisdictional governing agencies, such as COSA Floodplain Development Permit (FPDP), COSA Right of Way (ROW), TxDOT, COSA Tree Permit, Bexar County ROW, Union Pacific Railroad, Texas Commission on Environmental Quality (TCEQ), etc.
19. Review plans, specifications, applications for permits and any other work submitted by design consultants, provide review comments and recommendations, and ensure that these are corrected by responsible party, if requested by SAWS.
20. Conduct preliminary geotechnical, environmental or archeological reviews in order to determine full extent of necessary project requirements, if requested by SAWS.
21. Accept tasks on a work order basis.
22. Adhere to the completion of projects on tight schedules for CD projects and projects located within the Edwards Aquifer Recharge Zone.
23. SAWS will provide the schedule of projects.

C. Additional Requirements

1. The selected consultant(s) will be required to perform all project-related functions utilizing SAWS' Contract and Project Management System (CPMS). This includes any and all correspondence; submittal reviews, review and responses to contractor requests for information; review of contract request for proposals; contractor compensation requests; review of contractor change orders and other administrative activities as may be required in the Contract. In performing project-related functions in CPMS, Consultant shall process tasks and take appropriate review action in CPMS at the following service levels:
 - Construction Submittals shall be processed within seven (7) business days;
 - Requests for Information (RFIs) shall be processed within two (2) business days;
 - Create an independent cost estimate, utilizing RS Means prior to a contractor submitting a Request for Proposal and/or Change Order.
 - Requests for Proposals (RFPs) shall be processed within five (5) business days;
 - Review of Change Orders shall be processed within five (5) business days;
 - Review of scratch sheets and project schedules shall be processed within two (2) business days
2. Design by selected consultants shall meet all of the latest applicable federal, state, local, and SAWS standards, rules, regulations, specifications, special specifications, ordinances, codes TCEQ, and any other pertinent governing entity requirements for the development of the design plans and supporting documents. Consultant agrees to perform quality assurance, quality control and constructability reviews for all work products and deliverables in accordance with the Consultant's Quality Management Plan (QMP) to be developed in accordance with SAWS

guidelines. A certified statement signed by a Principal of the Consultant Firm shall be provided at 100% Design Phase that verifies compliance with the QMP for all phases of the project.

3. Respondent shall be familiar with the consent decree (CD) which requires certain actions to rehabilitate the wastewater collection system to reduce sanitary sewer overflows (SSOs). All work performed by the selected consultant(s) shall conform to the requirements of the Consent Decree, including its appendices, and planning guidelines issued by SAWS. The full Consent Decree document may be found at the following link on the SAWS at:
http://www.saws.org/infrastructure/epa/docs/20130723_SAWS_EPA_FinalDecree.pdf
4. Create cost estimates for all phases (40%, 70%, 95%, 100%) of each project as per the recommendations of AACE International (formerly the Association for the Advancement of Cost Engineering). For more information please refer to AACE's document 56R-08: Cost Estimate Classification System – as Applied for the Building and General Construction Industries. If the Project is a governmental (e.g., TxDOT, COSA, etc), Consultant shall complete the Work by adhering to the following design phases: 40%, 70%, 95%, and Bid Documents.

SAWS will select multiple consultants to award two (2) year contracts, which will remain in full force during that period, or until funds are exhausted from issuance of the Authorization to Proceed, whichever comes first. If a work order is issued prior to the expiration of the contract, the work order will remain in effect until completion of the work order.

5. SAWS will require a certified statement in letter format signed by a Principal of the firm to be provided at 100% Design Phase that verifies compliance with the Quality Management Plan (QMP) or all phases of the project. The project will not proceed to bidding phase without the letter statement. The statement letter will address project's design compliance with all the applicable TCEQ rules including 30 TAC Chapter 217 (Design Criteria for Domestic Wastewater Systems) for which SAWS has been delegated review authority and will summarize approved variance(s) and attach approval letter. If the project was submitted to TCEQ for review then a copy of TCEQ approval letter will also need to be attached to the QMP form.

D. Estimated Timeline

March 19, 2019 by 2:00 pm	RFQ Released
March 29, 2019 at 11:00 a.m. (CDT)	Non-Mandatory Pre-Submittal Conference
April 3, 2019 by 4:00 p.m.	Receipt of Written Questions Due
April 5, 2019 by 4:00 p.m.	Q & A Posted to Website
April 15, 2019 by 2:00 p.m. (CDT)	Proposals Due
April-May 2019	Proposals Evaluated
May 22-24, 2019	Interviews, if necessary
July 2, 2019.....	SAWS Board Consideration and Award
July 2019.....	Non-Selection Notices mailed
July 2019.....	Authorization to Proceed
July 2019.....	Start Work

The dates listed above are subject to change without notice.

II. Selection Process

A. Selection

1. The San Antonio Water System (SAWS) will evaluate all proposals according to a two-tier process. The first tier is the Technical Evaluation Committee and the second tier is the Selection Committee.
2. The Technical Evaluation Committee will review, evaluate, and rank the proposals according to a numerical scoring system based on the responses to the criteria listed below. Those firms deemed most qualified by the Technical Evaluation Committee will be forwarded to a Selection Committee.
3. The Selection Committee will review the proposals forwarded for final recommendation of award. The Selection Committee may select two or more firms to be interviewed, based wholly on qualifications.

B. Interviews

In the event interviews are deemed necessary, Respondents will be asked to provide a brief presentation to the Selection Committee summarizing their qualifications and project approach as well as answer any questions posed by the Selection Committee.

C. Evaluation Criteria Summary

Respondents not providing a response to each of the criteria listed in this solicitation may be considered non-responsive and ineligible for consideration.

Additional pages outside of what is provided under the Response Format and Page Limits columns will not be evaluated.

Evaluation Criteria	Points	Description	Response Format and Page Limits	Submission Reminders
<p>Team Experience and Qualifications</p>	<p>20 pts</p>	<p>1) Respondent shall provide an organizational chart identifying:</p> <ul style="list-style-type: none"> • All proposed key team members to include Respondent’s personnel, as well key sub-consultants who will work on the project <ul style="list-style-type: none"> ○ Key team members should include, at a minimum, the Project Manager, Cost Estimator, Quality Assurance and Quality Control Reviewer, and all Design Team Leads. • Percentage of time each key team member will be committed to the Project, as well as their role 	<p>One (1) page limit.</p>	<ul style="list-style-type: none"> ✓ Ensure sub-consultants identified match those listed on the Good Faith Effort Plan ✓ Ensure key personnel identified are included in the org chart

Evaluation Criteria	Points	Description	Response Format and Page Limits	Submission Reminders
		<p>2) Provide resumes for the following key personnel only: Project Manager, Cost Estimator, Quality Assurance and Quality Control Reviewer, Design Team Leader(s). Resumes for Design Team Leader(s) are limited to no more than three (3) regardless of the number of Design Team Leads. <u>The Project Manager's resume should be included first.</u> Team members resumes should include the following:</p> <ul style="list-style-type: none"> • Name, title, education • Description of professional qualifications (to include licenses, certifications, and associations) • Brief overview of professional experience • Identify three (3) projects and provide a detailed description of capabilities and project experience and role in project <u>relevant</u> to the Scope of Services requested within this RFQ as it relates to joint bid and non-joint bid Governmental Projects. • List of all active projects the team member is currently assigned to for the duration of the Project, to include the phase and percentage of time allocated to each of the other projects. <p>3) Using the Sub-Consultant Table within the Evaluation Criteria form, describe your firm's most relevant experience, as well as the Respondent' sub consultants role in performing work as it relates to the Scope of Services identified within this RFQ.</p>	<p>Eight (8) page limit.</p> <p>Use Table Provided One (1) page limit. No additional narrative is required</p>	<p>✓ Key personnel resumes should not include an exhaustive list of projects, but rather on select projects only that are relevant to the scope of services within this RFQ to include their role</p> <p>✓ Use experience relevant to the scope</p>
<p>Similar Projects and Past Performance</p>	<p>25 pts</p>	<p>1) Complete the Project Table provided within the Evaluation Criteria forms identifying five (5) relevant projects of similar scope to the Scope of Services & Additional Requirements mentioned within this RFQ that were completed within the past five (5) years. Identify key personnel, who are part of the proposed team, and their roles and responsibilities for at least three (3) of the five (5) projects.</p>	<p>Use project table provided. Five (5) page limit. No additional narrative is required.</p>	<p>✓ Similar projects are considered water and/or wastewater/SSO projects of similar scope, pipe diameter and contract value</p> <p>✓ A minimum of three (3) of the projects identified were performed by Respondent</p> <p>✓ Ensure contact information for references is correct and up to date</p>

Evaluation Criteria	Points	Description	Response Format and Page Limits	Submission Reminders
		<p>2) Using the table and space included within the Evaluation Criteria form, provide information for the five (5) projects submitted in section 1) of <u>this</u> criteria, as well as three (3) additional projects, as it relates to the accuracy of the Opinions of Probable Construction Cost (OPCC), comparing the 100% design phase estimate to approved construction awards.</p>	<p>Use table provided. No additional narrative is required</p>	<p>✓ Three (3) of five (5) projects provided are to be performed by the Respondent, not sub-consultants.</p>
<p>Project Approach</p>	<p>30 pts</p>	<p>1) Describe the team's approach to complete the projects, to include managing risk between design related issues, coordination with other governmental/non-governmental agencies and constructability, as well as maintaining the schedule and overall project budget.</p> <p>2) Identify Respondent's team's suggested alternative innovative approaches to accomplishing the scope of services identified within this RFQ that would result in a more successful and timely completion of the Project.</p>	<p>Narrative. Six (6) page limit</p>	<p>✓ Responses to this criteria should clearly demonstrate Respondent's familiarity with the Scope of Services identified within this RFQ.</p>

Evaluation Criteria	Points	Description	Response Format and Page Limits	Submission Reminders
		3) Describe Respondent's team's approach to preparing deliverables to meet deadlines associated with fast track schedules without compromise to quality. Include schedule risks and mitigation measures, schedule recovery approach and other issues relative to schedule maintenance on similar projects.		
Quality Management/ Quality Control Plan	10 pts	<p>Describe Respondent's Quality Control Plan (QCP) for this project. Include the following</p> <ul style="list-style-type: none"> • Overview of the QCP process for this project, the independent technical review team and their roles • Plan for how design issues will be identified, tracked and resolved. • How the independent quality review team will confirm design documents will result in project that is biddable, constructible, operable, maintainable, permissible and cost effective. • QCP Schedule • Respondent's role compared to SAWS' role • Approach to becoming familiar with local construction practices and requirements, standard products and material costs, and the conditions (i.e., environmental, regulatory, ect...) influencing design and construction decisions for each project • How the accuracy and completeness of independent cost estimates are derived for each of the design phase of the project. 	Narrative. Two (2) page limit.	✓ Responses to this criteria should clearly demonstrate Respondent's familiarity with the Scope of Services identified within this RFQ.
Small, Minority, Woman, and Veteran-owned (SMWVB) Business Participation	15 pts	Complete Exhibit B indicating Respondent's commitment to SAWS' SMWVB policy, which will be based on meeting or exceeding the minimum SMWVB goal of 40%. All sub-consultants should be included on this form, regardless of their SMWVB status.	Exhibit B	✓ Ensure sub-consultants listed on the organizational chart are included on the GFEP

III. Communication

A. Restrictions

1. Respondents or their representatives are prohibited from communicating with any City of San Antonio officials to include:
 - City Council members (as defined by the City of San Antonio Ethics Code),
 - City Council member's staff, and

- San Antonio Water System (SAWS) Board of Trustees regarding the RFQ from the time the solicitation 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 RFQ, except as provided under "Technical Questions," from the time the solicitation is released until the contract is awarded.
 3. This includes "thank you" letters, phone calls, emails, and any contact that results in direct or indirect discussion of the RFQ 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. Pre-Submittal Conference

1. Respondents may ask verbal questions regarding this solicitation at the *non-mandatory* Pre-Submittal Conference on:

March 29, 2019 at 11:00 AM Central Time
San Antonio Water System
Customer Center Building
2800 U.S. Hwy 281 North, Room CR-C145
San Antonio, TX 78212

2. Attendance is encouraged in order for the proposed Respondent to gain a better understanding of the project and ask relevant questions.
3. Any oral responses provided by SAWS staff at the Pre-Submittal Conference shall be preliminary. Any oral response given at the Pre-Submittal Conference shall not be official or binding on SAWS. Only written responses shall be official and all other forms of communication with any officer, employee or agent of SAWS shall not be binding on SAWS.
4. SAWS has a new security policy in place which requires all visitors to obtain a temporary badge in order to proceed past the guard station. Therefore, it will be necessary for all persons attending the pre-submittal meeting to allow sufficient time to check-in. We recommend arriving at least 30 minutes prior to the meeting start time.

At check-in with the guard station, the guard will ask to see the attendee's identification, preferably a driver's license, and will need to record the attendee's name, job title and company name. If you have a business card available, please provide this as well. Also, please advise the guard that you are here to attend a meeting at the location referenced above.

If the attendee is already in possession of a SAWS issued contractor badge, this is sufficient and should be worn upon entering the SAWS Customer Service Building and kept on during the meeting and until exiting the building.

C. Technical Questions

1. Respondents may submit technical questions concerning the services in this RFQ in writing. Electronic inquiries by e-mail will be accepted. The contact person for this solicitation is:

Fred Flores
Contract Administration
San Antonio Water System
Customer Center Building
2800 U.S. Hwy 281 North, Counter Services
San Antonio, TX 78212

Email: Fred.Flores@saws.org

2. Questions regarding this RFQ received after the deadline will not be answered in order to allow ample time for the distribution of answers and/or addenda to this RFQ.
3. Answers to the questions will be posted on the SAWS website.

D. SMWVB Questions

1. Respondents and/or their agents may contact Marisol V. Robles, SMWVB Program Manager at 210-233-3420 for assistance or clarification with issues specifically related to the Small, Minority, Woman, and Veteran-Owned Business (SMWVB) Program policy and/or completion of the *Good Faith Effort Plan*.

Exhibit "B" contains the required forms in order to respond to this solicitation.

E. Submittal or Status Questions

1. To check the status of this solicitation after the due date, visit our website located at www.saws.org, select Business Center, Contract Solicitations, then select Archive, scroll down to locate the RFQ and select More. The status is located under the due date.
2. For questions regarding this solicitation or if the website does not provide sufficient information, please call Fred Flores at 210-233-3404 for assistance.

IV. Submitting a Response

A. Deadline

Respondents are strongly encouraged to submit their proposals at least two (2) hours prior to the Proposal deadline and time to avoid last minute issues. If you believe there is an issue, please contact Fred Flores, Contract Administrator at 210-233-3404 for assistance before the due date deadline.

B. Submission – *****Hard Copy Submittals Accepted Only*****

1. Submit the proposal in CD of USB flash drive format and hard copies. The CD or USB flash drive should contain the entire proposal as submitted, to include the appropriate required signatures, and be encased in a paper envelope, clearly marked with the solicitation information.
2. Responses must be **securely** bound by any means **except** by 3-ring binders and paper/binder clips. One (1) hard copy should be clearly marked as "ORIGINAL" on the cover and the signature sheet and should include original signatures. Eight (8) must be submitted as well. The CD or USB flash drive, original and all copies should be submitted in a sealed package, with the project information and deadline date and time clearly identified on the outside of the package.
3. Proposals should be delivered to the following address:

San Antonio Water System
Attn: Contract Administration
Customer Center Building (Tower II)
2800 U.S. Hwy 281 North,
*Counter Services, Suite 141
San Antonio, Texas 78212

*Located across from the Guard Station when entering the Tower II lobby

4. Responses are limited to a maximum of twenty (20) pages per proposal. Required forms do not count toward the page limit. Required forms are the Submittal Response Checklist, Respondent Questionnaire, Evaluation Criteria Forms, W-9 form, Insurance requirements, Good Faith Effort Plan, SCTRCA Certificates and the Conflict of Interest Questionnaire. The cover page, table of contents and tabs do not count towards the page limit. Number each page starting with the cover letter, including text charts and graphic images.
5. Brochures, visual or other presentations, art work and marketing information beyond those sufficient to present a complete and effective proposal are neither necessary nor desired.
6. Responses should be clear, concise, and complete. They should be submitted using an 8 ½" by 11" portrait format (up to 11' by 17" will be permitted for drawings, where warranted).
7. By submission of a response, Respondent acknowledges that they have read and thoroughly understand the Scope of Services, agree to all terms and conditions stated herein, and acknowledge that it can perform all tasks as required.
8. Once issued, this RFQ is subject to revision via written Addenda any time before the submittal deadline. Any such Addenda will be available through the SAWS website. Respondent is solely responsible for obtaining all Addenda prior to submitting its SOQ. Respondents should check the SAWS website frequently, including the day of the SOQ Submittal Deadline. SAWS assumes no responsibility or liability whatsoever for the distribution of Addenda to Respondents.

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 solicitation. It also includes acknowledgements for the attached exhibits and addendums. The document is required and must be completed and included in the proposal.

3. W-9 Form

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

4. Team's Experience and Qualifications (20 Points)

Respondent shall respond using the format indicated in the table located in paragraph C. Evaluation Criteria Summary under Section II. Selection Process. Available as a Word document on the website.

5. Similar Past Projects and Performance (25 Points)

Respondent shall respond using the format indicated in the table located in paragraph C. Evaluation Criteria Summary under Section II. Selection Process. Available as a Word document on the website.

6. Project Approach (30 Points)

Respondent shall respond using the format indicated in the table located in paragraph C. Evaluation Criteria Summary under Section II. Selection Process. Available as a Word document on the website.

7. Quality Management/Quality Control Plan (10 Points)

Respondent shall respond using the format indicated in the table located in paragraph C. Evaluation Criteria Summary under Section II. Selection Process. Available as a Word document on the website.

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. Respondent should review the SAWS website at the following link: http://www.saws.org/business_center/contractsol/forms.cfm for instructions on how to prepare the certificate of insurance.
2. If awarded a contract under this RFQ, verification and tracking of insurance compliance throughout the life of the contract will be performed through the services of Ebix BPO (See Exhibit A).

The final negotiated contract price will determine the final required limits on Professional Liability Insurance Coverage.

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

1. Equal Employment Opportunity Requirements - 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, religion, sex, pregnancy, sexual orientation, national origin, political belief or affiliation, age, disability or genetic information.

The SAWS Board of Trustees has adopted the Small, Minority, Woman, and Veteran-owned Business (SMWVB) Policy to establish and oversee a program that will support the inclusion of local small, minority, woman, and veteran-owned businesses (SMWVB). It is the policy of SAWS that it will ensure that local small, minority, woman, and veteran-owned businesses have an equal opportunity to compete for 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, woman-owned business good faith efforts are considered for contract awards.

Respondent's commitment to SAWS SMWB policy will be based on meeting or exceeding the minimum SMWB goal of 40%. The minimum goal is based on the total contract value. Points will be awarded based on the tiered scales below.

Please note that as of 1/1/2017, an updated SMWVB Policy and scoring methodology are being implemented by San Antonio Water System. Veteran-owned Business Enterprises (VBEs), are tracked for statistical purposes, but are not eligible for points. **The maximum number of Small, Minority, and Woman-owned Business (SMWB) points to be earned is 15 points.** Self-

performance and Sub-consulting may be used to achieve the aspirational goals and earn points. **SMWB Respondents and/or Sub-consultants must be certified by the South Central Texas Regional Certification Agency. Eligible firms (including MBEs and WBEs) must also be certified as a Small Business Enterprise (SBE), must perform a commercially-useful function on the project, and must have a local presence in the San Antonio Metropolitan Statistical Area in order to be counted for SMWB points.** Please see the Good Faith Effort Plan for definitions of terms. All Respondents, whether SMWB or not, may earn the maximum number of SMWB points (15) by adhering to any combination of the point structures below when attempting to meet the aspirational goals:

a. M/WBE Scoring Method: Up to 15 Points (By percentage) **40.00% M/WBE Goal**

- M/WBE Participation Percentage between 1% and 7.99%: 2 Points
- M/WBE Participation Percentage between 8% and 14.99%: 4 Points
- M/WBE Participation Percentage between 15% and 21.99%: 6 Points
- M/WBE Participation Percentage between 22% and 28.99%: 8 Points
- M/WBE Participation Percentage between 29% and 34.99%: 10 Points
- M/WBE Participation Percentage between 35% and 39.99%: 12 Points
- M/WBE Participation Percentage meeting or exceeding 40.00%: 15 Points

b. Utilization of a local, certified SMWB Engineering Firm that has not worked with SAWS before as a prime consultant, for 10% of water and sewer Design Services: **5 Points**

c. **Optional:** Prior Sub-consultant utilization compliance averages for the past 2 years may be considered when totaling the SMWB score, based upon data from the Subcontractor Payment & Utilization Reporting (SPUR) System. This applies to SMWB and Non-SMWB Prime Consultants' utilization of their SMWB sub-consultants. Up to 3 points may be deducted from the SMWB score for discrepancies between the pledged SMWB goal, and the current/ongoing actual utilization of SMWB sub-consultants on recent SAWS projects. This option does not apply to work order/unspecified contracts.

- Total SMWB Sub-consultant compliance discrepancy between 3.00% - 4.00%: Deduct 1 Point
- Total SMWB Sub-consultant compliance discrepancy between 4.00% - 5.00%: Deduct 2 Points
- Total SMWB Sub-consultant compliance discrepancy greater than 5.00%: Deduct 3 Points

2. All firms submitted as SMWVB must provide a copy of their certification certificate.
3. 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.
4. The Respondent agrees to employ good faith efforts to carry out this policy through award of sub-consultant contracts to SMWBs to the fullest extent possible.
5. The SAWS GFEP will be used for scoring purposes based upon SMWB participation. However, **all subcontractors and/or suppliers, whether SMWVB-certified or not, must be listed in the GFEP.** 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. Should the Good Faith Effort Plan not be submitted, the proposal may be considered non-responsive.
6. The successful respondent will be required to report actual payments to all subcontractors by using 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). This information will be used for subcontractor utilization tracking purposes. Any unjustified failure to comply with the committed SWMB levels may be considered breach of contract.

Web Submittal of Subcontractor Payment Reports

The Contractor is required to electronically submit subcontractor payment information using the Subcontractor Payment and Utilization Reporting (S.P.U.R.) System, 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 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.

7. Please contact the SMWVB Program Manager, Marisol V. Robles, at 210-233-3420 or marisol.robles@saws.org for any questions pertaining to the Good Faith Effort Plan or the SMWVB Program.

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 RFQ 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 RFQ.

D. Exhibit "D" – Security Procedures Acknowledgement

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

E. Exhibit "E" – Sample Contract Acknowledgement

The Contract terms and conditions are attached as Exhibit "E" 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 deadline. At the sole discretion of SAWS, the type and nature of exceptions may be grounds for disqualification.

VI. Requests for Feedback

Firms not selected for a contract award may request feedback in the form of their score analysis and/or may request one (1), thirty (30) minute debrief.

1. Scores analysis and/or debriefs will only be provided after the SAWS Board of Trustees has approved the contract award.

2. Requests for scores analysis and/or debriefs shall be submitted in writing, to the point of contact identified within Section III. Communication, paragraph C. Technical Questions of the solicitation,

within fifteen (15) calendar days from the date on the non-selection letter. Requests for debriefs after the fifteen (15) calendar days will not be granted.

3. Respondents may receive only one (1) debrief per calendar year from the date of the last request for a debrief. This limitation does not apply to requests for score analysis.

VII. Other Requirements

A. Other key requirements that should be noted are as follows:

- Unresolved issues with SAWS may affect your competitiveness.
- All contracts will require the provision for a "Right-to-Audit" clause.
- 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.

B. Internet-Based Project Management System. Effective June 1, 2015, SAWS shall administer its services through an Internet-Based Project Management System (hereafter referred to as "CPMS"). In such case, Consultant shall conduct communication through CPMS and perform all Project-related functions utilizing CPMS, with the exception of Sub-Consultant payment monitoring activities, which shall be through the S.P.U.R. system. This includes any and all correspondence, submittals, requests for information, vouchers, compensation requests and processing, amendment, change orders and other administrative activities as may be required in the Contract. SAWS shall administer the CPMS software, shall provide CPMS training to Project Team members and shall make the software accessible via the Internet to all necessary Project Team members. All invoices shall be submitted through the CPMS.

C. Disclosure of Interested Parties (Form 1295)

For applicable contracts entered into after January 1, 2016, a new ethics law was enacted by H.B. 1295 in 2015 that prohibits a governmental entity from entering into a contract with a business entity unless the business entity submits a Disclosure of Interested Parties Form 1295. The Texas Ethics Commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number.

For further information, please go to the following link:
https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm

D. SAWS reserves the right to:

1. Reject any and all proposals received;
2. Issue a subsequent RFQ;
3. Cancel the entire RFQ;
4. Remedy technical errors in the RFQ process;
5. Negotiate with any, all, or none of the Respondents to the RFQ;
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. Contact any Respondent for clarification after responses are opened and/or to further negotiate with any Respondent if such is deemed desirable by SAWS.

E. All responses and their contents will become the property of SAWS.

F. 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.

- G. This RFQ does not commit SAWS to enter into a Letter of Engagement, nor does it obligate it to pay any costs incurred in the preparation and submission of proposals or in anticipation of a Letter of Engagement.
- H. Gift Policy – Water System employees are prohibited from soliciting, accepting or agreeing to accept any gifts from outside sources; please see the SAWS Gift Policy at the website address:
http://www.saws.org/who_we_are/mission/giftpolicy.cfm
- I. To report suspected ethics violations impacting the San Antonio Water System, please call 1-800-687-1918.

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 Administrative office is the second office building on the right. The parking lot and main entrance are located on the west side of the 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 Administrative office is the second 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.



Attachment I
SUBMITTAL RESPONSE CHECKLIST

Project Name: 2019 Small and Large Diameter Governmental Contract

Firm 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
- Organizational Chart (1 Page)
- Resumes (8 Pages)
- Attachment III – Evaluation Criteria Form: Sub-consultant Table (1 Page)
- Attachment III – Evaluation Criteria Form: Five (5) Projects (5 Pages)
- Attachment III – Evaluation Criteria Form: OPCC Table (1 Page)
- Project Approach Questions 1.), 2.) and 3.) (6 Pages)
- Quality Management/Quality Control Plan (2 Pages)
- Copy of Current Certificate of Liability Insurance
- Exhibit “B” – Good Fain Effort Plan
- Exhibit “C” – Conflict of Interest Questionnaire
- CD or USB flash drive of all documents within the Original Proposal

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

Signature

Date

Printed Name

Title



Attachment II RESPONDENT QUESTIONNAIRE

PROJECT NAME: 2018 Governmental Engineering Design Services

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. **Operational 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. **Legal Contact Information:** If a contract were to be awarded, list where all notices under the Contract shall be sent to. This is in addition to the Operational Contact.

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

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

Yes No

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

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

7. **Affirmative Action** - Respondent agrees to adhere to the EEO requirements contained in the RFQ section V, sub-section B.,1.

Yes No If "No", state reason.

8. **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.

9. **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.

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

11. **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.

12. 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 RFQ, 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

13. 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

14. No Boycotting Israel Verification: Respondent acknowledges having read the No Boycotting Israel Verification Exhibit "X" and understands the requirements. Respondent can and will make this verification if awarded a contract.

Yes No

15. Contract Terms and Conditions: Respondent acknowledges having read the contract attached to this RFQ. By responding to this RFQ, 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.

16. **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

**Attachment III
Sub-Consultant Table**

Evaluation Criteria Form: Team Experience and Qualifications

When answering the questions below, use only the space provided in this form, unless otherwise indicated. If all fields are not completed, the Respondent is at risk for being rejected due to non-responsiveness. It is not acceptable to indicate "see attached" on this form.

- 3) Using the table, describe your firm's most relevant experience. Include a description of the role of any sub-consultants your firm is proposing and their experience. Any firm or sub-consultant experience provided is to be relevant to the Scope of Services requested within this RFQ.

<p align="center">Experience Relevant to Scope of Work</p> <p align="center"><i>(I.E.: Trenchless technology, open cut pipeline installation, conducting preliminary archaeological and environmental reviews, etc.)</i></p>	Respondent	Sub 1:	Sub 2:	Sub 3:	Sub 4:	Sub 5:	Sub 6:	Sub 7:	Sub 8:	Sub 9:	Sub 10:

Project Table

Evaluation Criteria Form: Similar Projects and Past Performance

- 1) Complete the table provided within the Evaluation Criteria forms identifying five (5) relevant projects of similar Scope of Services that details the entire project life cycle to the projects identified within this RFQ that were completed within the past five (5) years. Identify key personnel, who are part of the proposed team, and their roles and responsibilities for at least three (3) of the five (5) projects.

Photos can be inserted but could hinder your availability to provide further project description within the allotted page and are not encouraged

Project #1 Name:			
Description. <i>Characters are limited to 600:</i>			
Key Personnel (to include personnel titles and specific project tasks). <i>Characters are limited to 780:</i>			
Number of Change Orders (not requested by the Project Owner).			
Contract Value:		Project Owner Name:	
Project Owner's Current Phone Number:		Project Owner's Current E-mail Address:	

**Evaluation Criteria Form: Similar Projects and Past Performance
(continued)**

Project #2 Name:			
Description. <i>Characters are limited to 600:</i>			
Key Personnel (to include personnel titles and specific project tasks). <i>Characters are limited to 780:</i>			
Number of Change Orders (not requested by the Project Owner):			
Contract Value:		Project Owner Name:	
Project Owner's Current Phone Number:		Project Owner's Current E-mail Address:	

**Evaluation Criteria Form: Similar Projects and Past Performance
(continued)**

Project #3 Name:			
Description. <i>Characters are limited to 600:</i>			
Key Personnel (to include personnel titles and specific project tasks). <i>Characters are limited to 780:</i>			
Number of Change Orders (not requested by the Project Owner):			
Contract Value:		Project Owner Name:	
Project Owner's Current Phone Number:		Project Owner's Current E-mail Address:	

**Evaluation Criteria Form: Similar Projects and Past Performance
(continued)**

Project #4 Name:			
Description. <i>Characters are limited to 600:</i>			
Key Personnel (to include personnel titles and specific project tasks). <i>Characters are limited to 780:</i>			
Number of Change Orders (not requested by the Project Owner):			
Contract Value:		Project Owner Name:	
Project Owner's Current Phone Number:		Project Owner's Current E-mail Address:	

**Evaluation Criteria Form: Similar Projects and Past Performance
(continued)**

Project #5 Name:			
Description. <i>Characters are limited to 600:</i>			
Key Personnel (to include personnel titles and specific project tasks). <i>Characters are limited to 780:</i>			
Number of Change Orders (not requested by the Project Owner):			
Contract Value:		Project Owner Name:	
Project Owner's Current Phone Number:		Project Owner's Current E-mail Address:	

OPCC Table

Evaluation Criteria Form: Similar Projects and Past Performance (continued)

- 2) Using the table within the Evaluation Criteria form, provide project information for the five (5) projects submitted in section 1) of this criteria, as well as three (3) additional projects that the prime has been involved, as it relates to the accuracy of the Opinions of Probable Construction Cost (OPCC) and change orders, comparing the 100% design phase estimate to approved construction awards.

Project Name	100% OPCC – Engineer’s Estimate	Low Responsive Bidder – Contract Award	Percent Difference between OPCC and Low Bid	Number of Bidders	Average of all other Bids	Total Change Orders	Change Orders as % of Contract Award
Project 1	\$	\$	%		\$	\$	%
Project 2	\$	\$	%		\$	\$	%
Project 3	\$	\$	%		\$	\$	%
Project 4	\$	\$	%		\$	\$	%
Project 5	\$	\$	%		\$	\$	%
Project 6	\$	\$	%		\$	\$	%
Project 7	\$	\$	%		\$	\$	%
Project 8	\$	\$	%		\$	\$	%

Exhibit "A"
EXHIBIT III
SAWS STANDARD INSURANCE SPECIFICATIONS &
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) **Workers' Compensation (WC)** insurance that will protect the CONSULTANT, SAWS and the City from claims under statutory Workers' Compensation laws, disability laws or such other employee benefit laws and that will fulfill the requirements of the jurisdiction in which the work is to be performed.

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

This **line of insurance coverage** shall be endorsed to provide a **Waiver of Subrogation** in favor of SAWS and the City with respect to both this insurance coverage and the **Employers' Liability (EL)** insurance (as specified immediately below in section 1.a.2)).

- 2) **Employers' Liability (EL)** insurance (**Part 2** under the standard Workers' Compensation insurance policy) that will protect the CONSULTANT, SAWS and the City for damages because of bodily injury, sickness, disease of vendor's employees apart from that imposed by Workers' Compensation laws.

The **EL** line of insurance coverage shall have minimum policy limits of liability of not less than:

\$ 1,000,000.00	Bodily Injury by Accident
1,000,000.00	Bodily Injury by Disease - Each Employee
1,000,000.00	Bodily Injury by Disease - Policy Limit

- 3) **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** for both ongoing and completed operations; and
 - To provide a **Waiver of Subrogation** in favor of SAWS and the City.
- 4) **Commercial/Business Automobile Liability (AL)** insurance that will protect the CONSULTANT, SAWS and the City from claims for damages arising out of the maintenance, operation, or use of any owned, non-owned or hired vehicles.

Minimum policy limits of liability for this line of insurance coverage for bodily injury and property damage **combined** shall be not less than \$1,000,000.00 per each occurrence.

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.
- 5) **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.
 - h. SAWS acceptance of Certificate(s) that in any respect, do not comply with these Specifications, does not release the CONSULTANT from compliance herewith.
 - i. 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.
 - j. 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.

- k. Failure to provide and to maintain the required lines of insurance coverage shall constitute a material breach of this contract.
- l. 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.
- m. 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.
- n. 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.
- o. 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.
- p. 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.5) 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. **Additional Insured:**

SAWS requires that the Automobile Liability (“AL”) and the Commercial General Liability (“CGL”) policies must be endorsed naming Certificate Holder (as per item 2. i. below) as an **Additional Insured** and, so noted in the **DESCRIPTION OF OPERATIONS** section of the Certificate;

Suggested wording to be placed on the Certificate is as follows:

EITHER use,

The AL and CGL policies include a blanket automatic Additional Insured endorsement that provides additional insured status to the Certificate Holder only when there is a written contract between the named Insured and the Certificate Holder that requires such status.

OR use,

The AL and CGL policies are endorsed naming the Certificate Holder as an **Additional Insured**.

NOTE: If the above wording cannot be placed in the **DESCRIPTION OF OPERATIONS** section of the Certificate, please provide SAWS with the completed Certificate, a copy of the

specific AL and CGL Additional Insured endorsement documents or the policy wording from both the AL and CGL policies.

g. **Waiver of Subrogation:**

SAWS requires that the AL, CGL and Workers' Compensation/Employer's Liability ("WC/EL") policies must be endorsed with the **Waiver of Subrogation** in favor of Certificate Holder (as per item 2. i. below) and, so noted in the **DESCRIPTION OF OPERATIONS** section of the Certificate;

Suggested wording to be placed on the Certificate is as follows:

EITHER use,

The AL, CGL and WC/EL policies include a blanket, automatic **Waiver of Subrogation** endorsement that provides this feature only when there is a written contract between the named Insured, the Certificate Holder that requires such status.

OR use,

The AL, CGL and WC/EL policies are endorsed with the **Waiver of Subrogation** in favor of the Certificate Holder.

NOTE: If the above wording cannot be placed in the **DESCRIPTION OF OPERATIONS** section of the Certificate, please provide SAWS with the completed Certificate, a copy of the specific AL, CGL and WC/EL Waiver of Subrogation endorsements documents or the policy wording from each of the AL, CGL and WC/EL policies.

- h. 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.
- i. **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 100085-ZD
Ref. # [Lawson Number]-[Contract Number]
Duluth, GA 30096

**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.

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

1) Send Original:

a) By **E-Mail**: saws@ebix.com

b) By **Fax**: 1-770-325-6502

c) To Upload Online: <https://www.ebix.com> (*preferred method*)

2) Send Copy to the following:

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

k. 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 Services SUB-CONSULTING for:

NOTE: Effective 1/1/17, SMWB points shall only be assessed for consultants and/or sub-consultants who are local and certified as SBEs (including MBEs and WBEs).

NAME OF PROJECT: 2018 Governmental Engineering Design Services

SECTION A - PRIME CONSULTANT INFORMATION

Legal Name of Firm, including "doing business as" if applicable:

Address of Office to Perform Project Work:

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax: _____

Contact Person: _____

Email Address: _____ Is your firm Certified as an SMWVB? Yes: _____ No: _____

If "Yes", Certification Agency that granted SMWVB designation: _____

Type/s of Certification: SBE: _____ MBE: _____ VBE: _____ WBE: _____

Prime Consultant's Percentage of Participation: (Ex: 100% is the total value of the contract) _____%

1. List ALL SUB-CONSULTANTS/SUPPLIERS that will be utilized on this project/contract. (SMWB AND Non-SMWB)

	Legal Name of Sub-consultant/Supplier (including "doing business as", if applicable).	Address of Office Location to Perform Project Work or Provide Supplies:	Scope of Work/Supplies to be Performed/Provided by Firm:	Estimated Percentage of Participation on this Project:	Certification Type & Certification Agency:
1					
2					
3					
4					

5					
---	--	--	--	--	--

SECTION B. – SMWB COMMITMENTS

The SMWB goal on this project is 40%

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

The proposer is committed to a minimum of 40 % SMWB utilization on this contract.

The proposer, (if unable to meet the SMWVB goal of 40%), is committed to a minimum of % SMWB utilization on this contract.
 _____(If contractor 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: _____
 Email Address: _____

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. On a separate sheet of paper, list and attach to this Good Faith Effort Plan written, posted, or published notification to all firms you contacted with sub-consulting/supply opportunities for this project that will not be utilized for the contract by choice of the proposer, sub-consultant, or supplier. Notices to firms contacted by the proposer for specific scopes of work identified for sub-consulting/supply opportunities must be provided to sub-consultant/supplier **not less than five (5) business days prior to proposal due date**. This information is required for all firms that were contacted of sub-consulting/supply opportunities.

Copies of said notices must be provided to the SMWB Program Manager at the time the response is due. Such notices shall include information on the plans, specifications, and scope of work.

2. Did you attend the pre-submittal 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 sub-consultants/suppliers:

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

5. Indicate advertisement mediums used for soliciting 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, SMWVB Program Manager, at 210-233-3420.

DEFINITIONS

Note: To be eligible for participation in the SAWS Small, Minority, Woman, and Veteran-owned Business Program, a firm must be local, and must be certified as a Small Business Enterprise (SBE). This includes firms certified as Minority and/or Woman-owned Business Enterprises (MBEs and WBEs). SAWS tracks Veteran-owned Business Enterprises (VBEs) for statistical purposes, but does not award points for VBE participation.

Local: A business located in the San Antonio Metropolitan Statistical Area (SAMSA) , which includes the counties of Atascosa, Bandera, Bexar, Comal, Frio, Guadalupe, Kendall, Kerr, McMullen, Medina, Uvalde and Wilson. A business's presence in the SAMSA that consists solely of a P.O. box, a mail drop, or a telephone message center does not count as being local.

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

Sub-consultants/contractor: 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

Small, Minority, and Woman-owned 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.
- 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.

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.

Veteran-Owned Business Enterprise (VBE): A business structure that is at least 51% owned, operated and controlled by an individual who served in the United States Armed Forces, and who was discharged or released under conditions other than dishonorable. Please note: This certification type should not be confused with the Service Disabled Veteran designation available through the Small Business Administration.

Web Submittal of Sub-consultant/Supplier Payment Reports:

The Contractor will be required to electronically report the actual payments to all sub-consultants and suppliers 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. This information will be utilized for subcontractor participation tracking purposes. Any unjustified failure to comply with the committed SMWB levels may be considered breach of contract.

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/>

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

 Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

 Signature of vendor doing business with the governmental entity

 Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Exhibit "D"

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 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 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- Consultants performing work must be listed on the PCDF and the Background Screening Letter. Consultant 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. Consultant shall advise the SAWS Project Manager/Inspector of any employee terminations or changes to personnel performing work under this Agreement and the 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/Inspector and provide updated PCDF and Background Screening Letters, with copies to securitygroup@saws.org.

Consultant, its employees, and agents shall obtain a SAWS photo identification badge (Consultant'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, 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.

SAWS facilities 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 property. 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, Sub-Consultants and Consultants.

Consultant **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 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 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
- Ask any unidentified or improperly identified person or equipment to leave SAWS site immediately and not return until items are remedied.

Exhibit "E"
SAMPLE CONTRACT

PROFESSIONAL SERVICES AGREEMENT
ENGINEERING SERVICES

Agreement for

2019 Governmental Engineering Design Services
Contract No. PS-XXXXX

This agreement ("Contract" or "Agreement") is made and entered into in San Antonio, Bexar County, Texas, between the San Antonio Water System, an agency of the City of San Antonio in the State of Texas, (hereinafter referred to as "SAWS" or the "Water System") and

Vendor No.
Consultant Name
Address 1
Address 2

engineers(s) duly licensed and practicing under the laws of the State of Texas (hereinafter referred to as "Consultant"), said Contract being executed by the Water System, an agency of the City of San Antonio, established and created pursuant to the provisions of Ordinance No. 75686 and Texas Local Government Code Sections 402.141 et. seq., acting by and through its President and CEO, or his authorized representative, and by said Consultant for the provision of engineering services as are hereinafter set forth in connection with the design and development of **2019 Governmental Engineering Design Services**, that are identified on a work order basis as set forth on Exhibit II hereto. Each project for which a "Work Order" is issued and completed in accordance with Exhibit II shall be referred to herein as a "Project".

I. Scope of Work.

The term "Work" means the services required by this Contract, whether completed or partially completed, and includes all services provided or to be provided by the Consultant to fulfill the Consultant's obligations hereunder. The Consultant shall not commence Work on this proposed Project until it has been thoroughly briefed on the scope of the Project and has been notified by the Water System in writing to proceed. The scope of the Project and the Consultant's services to be provided under this Contract are set forth in Exhibit II of this Contract (the "Scope of Work").

A. Water System may, without invalidating this Contract, order additional work, deletions, or other modifications to the Scope of Work, such changes to be effective only upon the execution of a written agreement specifically identifying the additional work, fee, and time prior to the performance of such work. Any adjustment to the Contract Price (as defined below) or the Production Schedule shall be made in writing in accordance with the terms of this Contract, or in the absence of such provisions, on terms agreed to in writing by both Consultant and Water System.

Consultant shall not be entitled to any additional compensation in excess of the Contract Price for its performance of the Work for any reason whatsoever unless, prior to the performance of any services giving rise to Consultant's claim for additional compensation for work outside the Scope of the Work, Consultant shall have received Water System's express written authorization to perform such additional Work.

B. The Consultant and Water System agree and acknowledge that the Water System is entering into this Contract in reliance on Consultant's expertise with respect to engineering services. The Consultant, in consideration for the compensation set forth expressly herein, shall at all times utilize its skill and attention to fully, timely and properly render professional services for the development of the Project to final completion as set out in, or reasonably inferred from, the Scope of Work in a manner utilizing the degree of care ordinarily used by engineers performing similar services on projects of a similar nature and scope within the State of Texas, such services including, but not limited to (i) preparation of plans and specifications, (ii) construction administration services, and (iii) preparation of any special or general conditions and instructions to bidders as directed in writing by the Water System.

C. The Consultant shall be represented by a professional engineer licensed to practice in the State of Texas at all meetings of any official nature concerning the Project, including, but not limited to, scope meetings, review meetings, pre-bid meetings, pre-construction meetings and construction meetings with Water System staff and/or its contractors, unless otherwise set forth in the Scope of Work or approved in writing by the Water System.

D. All completed documents submitted by Consultant to Water Systems for final approval, or issuance of a permit, shall bear the seal with signature and date adjacent thereto of a licensed professional engineer. Any design or partial submittal shall bear an appropriate notice that such submittal is a partial submittal only.

E. The Water System shall have the right to approve or disapprove all persons and sub-consultants employed by or under the Consultant to work on the Project, which approval shall not be withheld unreasonably. Neither Consultant nor any sub-consultant shall allow work under this Contract to be performed by any person whose performance of the Work covered by this Contract has been objected to by Water System in writing. All sub-consultants designated or identified in Exhibit VII are approved by the Water System unless Consultant is subsequently notified in writing by the Water System. Any other sub-consultants must be approved by the Water System in writing before they may provide professional services of any kind or extent on the Project, which approval shall not be withheld unreasonably. The Consultant agrees to retain the sub-consultants identified in Exhibit VII to work on the Project, unless the Water System agrees otherwise in writing. Consultant is responsible to the Water System for the performance of all such sub-consultants.

F. In the event that the Consultant proposes the termination or change of an identified "Small Business Enterprise", "Minority-owned Business Enterprise" (MBE), or a "Woman-owned Business Enterprise" (WBE) certified sub-consultant firm from its employ on this Project, the Consultant shall make a good faith effort, working with the Water System's SMWVB Program Manager, to substitute any SMWVB sub-consultant with a like-certified sub-consultant. If the

Consultant is unable to substitute a sub-consultant firm of like certification, the Consultant shall provide the Water System with documentation of its efforts to acquire the services of an SBE/MBE/WBE replacement firm.

G. Consultant shall not, without the prior written approval of the Water System, change (i) the overall percentage of Work to be performed by sub-consultants listed in Exhibit VII by more than a total of five percent (5%) or (ii) the percentage of Work to be performed by any one sub-consultant by more than five percent (5%).

H. All Work, labor, services and materials to be furnished by Consultant shall fully comply with all applicable federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work. In the event of any change in the applicable federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work for the Project, which occur after the Effective Date of this Contract, and which Consultant was not and should not reasonably have been aware of, which require changes to the Work that has already been completed by the Consultant, or require work outside the Scope of Work, then Consultant and the Water System shall attempt to agree in writing on the required modifications to the Scope of Work and an equitable fee and time adjustment resulting from such additional Scope of Work. Conflicts between any applicable federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work shall be brought to the attention of the Water System by Consultant.

I. The Consultant shall perform its obligations under this Contract in accordance with the Scope of Work described in Exhibit II.

J. The Consultant shall administer its services through an Internet-Based Project Management System (hereafter referred to as "CPMS"). Consultant shall conduct project communication through CPMS and perform all Project-related functions utilizing CPMS, with the exception of Sub-Consultant payment monitoring activities which shall be through the S.P.U.R. system. This includes any and all correspondence; submittals reviews, review and responses to contractor requests for information; review of contract request for proposals; contractor compensation requests; review of contractor change orders and other administrative activities as may be required in the Contract. In performing Project-related functions in CPMS, Consultant shall process tasks and take appropriate review action in CPMS at the following service levels:

- Construction Submittals shall be processed within seven (7) business days;
- Requests for Information (RFIs) shall be processed within two (2) business days;
- Create an independent cost estimate, utilizing RS Means prior to a contractor submitting a Request for Proposal and/or Change Order.
- Requests for Proposals (RFPs) shall be processed within five (5) business days;
- Review of Change Orders shall be processed within five (5) business days;
- Review of Scratch sheets and project schedules shall be processed within two (2) business days

SAWS shall administer the CPMS software, shall provide CPMS training to Project Team members and shall make the software accessible via the Internet to all necessary Project Team members. All Consultant invoices shall be submitted through the CPMS.

II. Acceptance of the Work.

A. When Consultant can demonstrate that the Work is complete in accordance with the acceptance criteria in the Scope of Work and so notifies the Water System, the Water System shall review the Work for general compliance with this Contract. Acceptance by Water System of Consultant's Work shall not constitute or be deemed a release of the responsibility, obligations, or liability of the Consultant under this Contract for any errors, omissions or defect in the design, working drawings, specifications, or documents and Work performed by the Consultant; nor shall such acceptance be deemed an assumption of responsibility or liability by Water System for any defect in the designs, working drawings, specifications or other documents and work performed by Consultant, its agents, employees and sub-consultants under this Contract. No payment made by the Water System to Consultant under the Contract shall constitute, or be construed as, an acceptance of any defective, deficient or improper work. In the event that Consultant is requested by the Water System to utilize a procedure or a product that is not on the standards list of the Water System, and Consultant has a reservation about implementing such request by the Water System, Consultant shall notify the Water System's Vice President over the engineering department in writing and identify the specific reservations with said procedure or product. The Consultant and the Vice President shall attempt to resolve the dispute. In the event the Consultant and the Water System are unable to resolve the dispute, and the Consultant continues to have reservations with the Water System's request, the Consultant shall have the right to treat such dispute as a suspension of the Work in excess of one hundred twenty (120) consecutive days pursuant to Section VIII.C below. Notwithstanding anything in this Contract to the contrary, Consultant shall be solely responsible for, and have exclusive control over the means, methods, tools, techniques, sequences, products and procedures of the Consultant's Work under this Contract.

III. Production Schedule.

A. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF CONSULTANT'S DUTIES UNDER THIS CONTRACT. The Consultant shall complete the various phases of work, tasks, and milestones under this Contract in strict accordance with the Production Schedule in Exhibit IV issued for each Work Order and with Exhibit V of this Contract. The Consultant acknowledges and agrees that any delays in the Consultant's completion of its Work under this Contract and/or performance beyond the number of days agreed to herein for completion of a milestone, task or phase of Work will cause injury and damage to the Water System. Water System reserves the right to extend Consultant's Production Schedule in a Work Order as the Water System deems necessary.

B. Upon acceptance and approval of each milestone, task, or phase of Work, the Water System may authorize in writing the Consultant to proceed with the next appropriate milestone, task or phase of work; however, if the Water System elects to terminate or suspend the Consultant's efforts for any reason, the total time expended by Consultant up to the time of suspension will be

charged against the total allowable time in the same manner as if no termination or suspension had occurred. Notwithstanding the foregoing, in the event Water System elects to suspend the Consultant's efforts for more than thirty (30) consecutive days, the Consultant's Production Schedule and time of completion shall be equitably adjusted, expanded or lengthened as appropriate to complete the required Scope of Work. Consultant shall notify the Water System of any additional time the Consultant believes it is entitled to within fifteen (15) days of its receipt of a request to resume suspended work or for additional Work outside the Scope of Work or changes in the Scope of Work, or such claim shall be deemed to have been conclusively waived.

C. If within one hundred twenty (120) consecutive days after Consultant's full and final completion of any milestone, task or phase of the Work, the Water System does not authorize Consultant to proceed with the next subsequent milestone, task or phase of the Work, and such delay in authorization is solely the fault of Water System, and not the result of a delay by the Consultant or a governmental authority (as defined below), then the Water System's delay in authorizing Consultant to proceed with the Work will be deemed to have been a suspension of the Project by the Water System enabling Consultant the right to initiate termination of this Contract as provided in Section VIII.C of this Contract.

D. Should Consultant's performance of a critical activity be materially delayed by an act or neglect by the Water System, or an employee of Water System, or by any separate contractor hired by Water System, or by fire, embargo, riot, tornado, earthquake, hurricane, flood, strike of a national scope against the Project site, or any unreasonable delay by a governmental authority, or by causes beyond Consultant's control, and the delay caused by such event could not have been known, foreseen, avoided or mitigated by Consultant by any reasonable method or action (a "Force Majeure Event"), Consultant shall be entitled to an extension of the time in which to complete such Work. Consultant shall not be entitled to any increase in compensation as a result of a Force Majeure Event, except when a Force Majeure Event causes Project conditions to change such that Consultant's Work completed at the time of the Force Majeure Event must be revised. In such event, Water System and Consultant shall negotiate reasonable additional compensation only for Work required by Consultant to complete the changes attributable solely due to the Force Majeure Event. The extension of time for a Force Majeure Event shall be a period equal to the time lost by reason of the delay, provided Consultant has taken all reasonable steps to proceed with the performance of the Contract and has provided the Water System with written notice of the delay and any corrective action taken to mitigate the delay. The term "delay by a governmental authority" shall include delays that are outside the control of Consultant and the result of the lack of required approvals or permits from federal, state and/or local governmental entities, including the Water System, CPS Energy and/or the City of San Antonio, which are not due to the late filing or request of Consultant, and which should not have been known or reasonably foreseeable by Consultant. Within thirty (30) days from the occurrence of any Force Majeure Event (for which time for performance by Consultant shall be extended under this subsection D), Consultant shall give written notice thereof to the Water System stating the reason for such extension and the actual time necessitated thereby or such claim shall be deemed to have been conclusively waived.

E. Consultant shall not be entitled to any payment, compensation or damages in any manner whatsoever for any hindrance or delay from any cause in the commencement or progress of the Consultant's Work, whether such hindrance or delay be avoidable or unavoidable.

F. This Contract shall remain in force for a period commencing on the date of the complete execution of this Contract and ending on the date for completion set forth in the Production Schedule attached as Exhibit IV hereto, unless terminated or discontinued as provided for elsewhere in this Contract. Notwithstanding the foregoing, this Contract may continue in force as may reasonably be required for the design, award of the construction contract and construction of the Project, including any additional work and required extension thereto, for which Consultant shall be compensated, per written agreement with the Water System in advance of the additional work or extension of the term. Consultant shall not be entitled to additional compensation if Consultant caused or contributed to the need for additional work or extension of time.

IV. Coordination with Water System.

A. The Consultant shall hold periodic conferences with the Water System to verify and confirm that the Project as developed (i) has the full benefit of the Water System's experience and knowledge of existing needs and facilities, and (ii) is consistent with the Water System's current policies and standards. To assist the Consultant in this coordination, the Water System shall make available for the Consultant's use in planning and designing the Project all existing plans, maps, field notes, statistics, computations, and other data in the Water System's possession relative to existing facilities and to this particular Project as requested in writing by Consultant, at no cost to the Consultant. All such Water System provided information is provided to Consultant for the sole purpose of Consultant's convenience and for use in relation to the completion of this Project. The Consultant shall use ordinary care in verifying the accuracy and sufficiency of the information furnished by Water System and facts necessary for the work, including on-the-ground observation and checks of existing infrastructure; provided however, Consultant is not responsible for verification of data that Consultant cannot reasonably confirm or check or observe from on-the-ground observations and measurements. Unless otherwise provided in the Scope of Services for the Work, ordinary care does not include potholing. Consultant shall promptly notify the Water System in writing when it reasonably believes or suspects, or should reasonably believe or suspect after reasonable inquiry, that information provided by Water System is not accurate or cannot be checked, or that it would be reasonable, prudent and ordinary engineering practice to verify specific information that cannot be readily confirmed by the Consultant by on-the-ground observation and/or measurement. Consultant may not rely solely on Water System's provided data unless the Water System has specifically stated in writing at the time the information was provided by the Water System that the Consultant may rely on the information. The Water System shall also furnish in a timely manner, all standard sheets and design criteria applicable to the Project. However, any and all information provided by the Water System shall remain the property of the Water System and shall be returned to the Water System upon written demand by Water System to Consultant.

B. The Water System Project Manager, **Herminia C. Bittle, P.E.**, or her representative as designated in writing, will act on behalf of the Water System with respect to the Work to be performed under this Contract. The Project Manager shall have authority to transmit instructions, receive information and interpret and define the Water System's policies and decisions with respect to materials, equipment elements and systems pertinent to Consultant's Work under the Contract. Water System agrees to notify Consultant in writing of any change in

Project Manager for this Project. The Project Manager does not have authority to direct work to go beyond the Not to Exceed amount without appropriate approval.

C. Unless otherwise required by this Contract, the Water System shall furnish approvals and permits received by Water System from governmental authorities having jurisdiction over the Project, and such approvals and consents from others as may be necessary for the completion of the Project. The Consultant will provide the Water System reasonable assistance in connection with such approvals and permits, such as the furnishing of data compiled by the Consultant pursuant to other provisions of this Contract, but shall not be required to develop additional data, prepare extensive reports or attend hearings, unless otherwise required by the Consultant as set forth in the Scope of Work, or unless directed to do so for a fee and within a time frame agreed to in writing by the Water System and Consultant.

V. Compensation.

A. In return for Consultant's timely and proper completion of all of its obligations under this Contract, Water System shall pay to Consultant the fee set forth in Exhibit I attached hereto and which is made a part hereof (the "Contract Price"). Consultant acknowledges and agrees that the Work required by this Contract can and will be fully and timely completed by Consultant for the Contract Price as full and complete compensation for Consultant's full and timely completion of the Scope of Work, and Consultant shall not be entitled to any compensation in addition to the Contract Price for the performance of the Scope of Work for any reason whatsoever, unless otherwise expressly provided by the terms of this Contract, or by subsequent mutual written agreement between Water System and Consultant.

B. Water System, in its sole discretion, shall have the right, but not the obligation to (a) make direct payments to any suppliers to Consultant of labor, materials, or equipment; and (b) issue checks jointly payable to Consultant and any suppliers to Consultant of labor, materials, or equipment. All such payments shall be deemed payments made to the Consultant for purposes hereof. Water System may exercise the rights in this Section V.B only in the event that (i) there is not a good faith dispute between the Consultant and its suppliers of labor, materials or equipment, (ii) Water System has provided at least ten (10) business days prior written notice to Consultant, (iii) such payment is necessary in the opinion of the Water System to continue with the timely progress of the Work under this Contract, and (iv) authorization is made by the President or a Vice President of the Water System.

C. Nothing contained in this Contract shall require Water System to pay for any unsatisfactory work as determined by the Project Manager or for work that is not in compliance with the terms of this Contract. Water System shall not be required to make any payments to Consultant at any time Consultant is in default under this Contract.

VI. Revisions to Drawings and Specifications.

Notwithstanding anything in this Contract to the contrary, Consultant shall provide, at no additional expense to the Water System, reasonable minor revisions, whether previously approved and accepted, as may be required to satisfy the Scope of Work established by this Contract. It is

agreed and understood that the scope of each of the tasks in the Scope of Work may require some reasonable minor revisions, as the scope of the Project is refined, and that such reasonable minor revisions are included within the existing Scope of Work under this Contract. The Consultant shall make, without additional expense to the Water System, such reasonable minor revisions and/or corrections to the Work as may be required. The Contract Price shall be equitably adjusted through a written amendment to this Contract for any revisions requested in writing by Water System that requires Work outside of the Scope of Work or reduces Consultant's obligations under this Contract. Any revisions, additions, or other modifications made at the Water System's request after the Water System's approval of a task or phase of the work, other than the correction of errors or omissions by the Consultant, and/or enforcement of any contractual obligation, which involve extra services or expenses to the Consultant beyond that contemplated by this Contract shall entitle Consultant to a written amendment to this Contract for additional compensation for such extra services and expenses, which compensation shall be agreed upon in writing by the Water System and the Consultant prior to commencement of such services by Consultant. Any disagreement between the Consultant and the Water System over whether additional compensation is owed to the Consultant due to Water System's changes in the Scope of Work shall first attempted to be resolved by mutual agreement, or negotiation, prior to any other method of dispute resolution.

VII. Ownership and Use of Documents.

A. Consultant acknowledges and agrees that Water System shall own exclusively any and all information in whatsoever form and character produced and/or maintained in accordance with, pursuant to, or as a result of this Contract and shall be used as Water System desires and shall be delivered to Water System at no additional cost to Water System upon request or completion or termination of this Contract.

B. Consultant agrees and covenants to protect any and all proprietary rights of Water System in any material provided to Consultant. Such protection of proprietary rights by Consultant shall include, but not be limited to, the inclusion in any copy intended for publication a copyright mark reserving all rights to Water System in any such material provided by Water System to Consultant. Additionally, any materials provided to Consultant by Water System shall not be released to any third party without the written consent of Water System and shall be returned intact to Water System upon completion or termination of this Contract. The provisions of this Section VII.B shall not apply to material in the public domain on the Effective Date of this Contract or material that subsequently comes into the public domain by other than an unauthorized disclosure.

C. Consultant hereby assigns all statutory and common law copyrights to any copyrightable work that in part or in whole was produced from this Contract to Water System, including all moral rights. No reports, maps, documents or other copyrightable works produced in whole or in part by this Contract shall be subject of any application for copyright by Consultant. All reports, maps, project logos, drawings or other copyrightable work produced under this Contract shall become the property of Water System (excluding any instrument of services, unless otherwise specified herein).

D. Consultant shall, at its own expense, defend all suits or proceedings instituted against SAWS, its officers, agents and employees, based on any claim that the Work, or any part

thereof, or the process performed thereby constitutes the infringement of either any patent or copyright or any trademark or trade secret protected by either federal or state law. Consultant shall pay any awards of damages or loss resulting from any such claim, suit or proceeding and shall indemnify and hold the Water System harmless against any and all losses, expenses, costs, fees (including reasonable attorneys' fees), and damages resulting from any such claim, suit or proceeding, including compliance with resulting decrees and compromises. If, in any such suit, a restraining order or temporary injunction is granted, Consultant shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of any such restraining order or temporary injunction. If, in any such suit, the Work or any part thereof or the process performed thereby is held to constitute an infringement and its use is permanently enjoined, Consultant shall immediately make every reasonable effort to secure for the Water System a license at Consultant's expense authorizing the continued use of the alleged infringing portion of the Work. If the Consultant is unable to secure the license within a reasonable time, Consultant shall at its own expense and without impairing the performance requirements, either provide non-infringing replacements or modify the Work to eliminate the infringements.

E. Consultant may make copies of any and all documents and items for its files. Consultant shall have no liability for changes made to or use of the drawings, specifications and other documents by other engineers, or other persons, subsequent to the completion of the Project. Water System shall require that any such changes or other use shall be appropriately marked to reflect what was changed or modified.

F. Notwithstanding the provisions of Section VII.G, copies of documents that may be relied upon by Water System are limited to the printed copies (also known as hard copies) that are sealed and signed by Consultant (the "Final Documents"). Consultant shall not be liable for changes made to the Final Documents that are not made by the Consultant. Documents and reports provided in electronic media form shall not have inaccuracies and anomalies including errors due to electronic translation, formatting or interpretation. In the event of any inconsistency between the electronic media and hard copies provided by the Consultant, the hard copy shall govern.

G. If Consultant is required by the Scope of Work to provide Construction Administration Services that include site visits to observe the progress of the work and provide the Water System with record drawings of the Project as constructed ("Record Drawings"), the Water System may use and rely upon such Record Drawings from the Consultant in connection with future work on the Project without further verification or authorization by the Consultant, and the Consultant shall be responsible for the accuracy and correctness of such Record Drawings; provided, however, it is agreed and understood that the Record Drawing is a compilation of a copy of the sealed engineering drawing for the Project; modified by addenda, change orders, information furnished by others, and observations by Consultant as part of its Construction Administration Services, if any. Consultant shall make reasonable observations of the Project as constructed to verify the general accuracy of the Record Drawings provided by Consultant to the Water System, but the Consultant is not liable for errors or omissions in information provided by the contractor or others outside Consultant's control. Consultant shall promptly bring to SAWS' attention, questions or concerns regarding the Record Drawing data provided to Consultant by Contractor and/or the Water System.

Consultant and Water System agree that if the Water System uses record drawings prepared as part of this Project for the purposes of representing the as-built location of this Project with respect to a subsequent project, Consultant's obligation with respect to the accuracy of the record drawings is commensurate with the effort allowed for preparation of the record drawings as set out in the Scope of Work. Any re-use of the documents by the Water System for any project other than the Project for which it was prepared without specific written verification or adaptation by Consultant will be at the Water System's sole risk and without any liability or legal exposure to Consultant, except for errors and omissions in Consultant's work in connection with the original Project. Water System agrees that the accrual of the Statute of Repose, Texas Civil Practice and Remedies Code §16.008, shall be based upon the date of substantial completion of the Project on which the Record Drawings originally were prepared (as opposed to the date of substantial completion of subsequent projects in which the Record Drawings were used).

H. All digital drawings provided to the Water System must conform to the SAWS CADD standards as found on the Water System webpage. All digital utility layouts must be ready to electronically integrate into the Water System utility mapping system.

VIII. Termination and/or Suspension of Work.

A. Right of Either Party to Terminate for Cause

This Contract may be terminated for cause by either party for material breach by the other party to perform (through no fault of the terminating party) in accordance with the terms of this Contract.

(1) Consultant's Default.

Material breach by Consultant shall include, but is not limited to the following: (a) Consultant has made, or allows to be made, any material misrepresentation with respect to the Contract; (b) Consultant materially fails to timely perform any obligation or duty of Consultant under this Contract (c) Consultant materially fails to timely cure any default or breach in accordance with the terms of this Contract; (d) Consultant assigns its rights and/or obligations under this Contract without the prior written consent of the Water System; (e) Consultant ceases to continue to do business as a going concern employing the engineers working on the Project; or (f) Consultant violates any rule, regulation or law applicable to the Project and/or the Contract and fails to timely correct such violations following receipt of notice by Water System.

When any of the reasons described herein exist, Water System may, without prejudice to any other rights or remedies, and after giving Consultant the notice required hereunder, and Consultant's failure to cure, terminate this Contract and do any one or more of the following, at the sole discretion of the Water System:

- (a) take possession of the Work and of all documents and materials owned or in the possession of the Consultant;
- (b) accept assignment of service contracts relating to the Consultant's work on terms and conditions acceptable to Water Systems;

- (c) finish the Consultant's work by whatever reasonable method Water System may deem expedient, in which event, upon written request of the Consultant, Water System will furnish the Consultant with an accounting of the costs incurred by Water System in finishing Consultant's Work; and
- (d) recover from the Consultant, or deduct from any sums then owed to the Consultant, the losses, costs and damages incurred by Water System, directly or indirectly arising from Consultant's default, including attorneys' fees.

If Water System terminates this Contract for Consultant's substantial failure as set forth above, Consultant shall not be entitled to receive further payment on the Project for Work performed until all amounts owed to Water System pursuant to the terms hereof have been fully paid.

(2) Water System's Default.

Substantial failure to perform by the Water System shall include, but is not limited to the following: (a) the Water System fails to timely pay Consultant any sums due under the Contract, which are not then the subject of a good faith dispute; (b) the Water System fails to timely cure any noticed default or breach under this Contract; or (c) the Water System fails to timely perform any obligation or duty of the Water System under this Contract, which are not then the subject of a good faith dispute between Water System and Consultant. Upon the Water System's default, the Consultant may terminate this Contract by written notice to Water System as hereinafter provided.

(3) Notice and Opportunity to Cure Default.

The party not in default of the Contract shall send the defaulting party written notice of the alleged default. The party in default shall have a period of fifteen (15) business days from the date notice is received to cure the default. If the default is not cured within the fifteen (15) business day period, then the other party may thereafter terminate the Contract by sending the defaulting party notice of termination, which termination is effective upon sending of the notice.

B. Right of Water System to Terminate for Convenience of the Water System

The Water System reserves the right to terminate this Contract for the convenience of the Water System by issuing a signed, written notice of termination (citing this paragraph), which termination shall become effective on the twentieth (20th) day following receipt of notice, or upon the scheduled completion date of the milestone, task, or phase of work in which Consultant is then currently authorized to work, whichever occurs first.

C. Right of Water System to Suspend Work

The Water System reserves the right to suspend Work under this Contract at any time and from time-to-time for the convenience of the Water System by issuing a written notice of suspension (citing this paragraph), which notice outlines the reasons for the suspension and the then estimated duration of the suspension. The Water System's estimated duration of the suspension shall in no way constitute a representation or guarantee of 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, then the date the notice of suspension is received by the Consultant. Upon receipt of a notice of suspension in excess of one hundred twenty (120) consecutive days, the Consultant shall have the right as its sole and exclusive remedy, to terminate this Contract 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 twenty (120) consecutive 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 written notice from Consultant.

D. Legal Prohibition

If any state or federal law, rule or regulation is enacted, promulgated or interpreted to prohibit the performance of any part of this Contract or the Project, that would make the Project unachievable under normal expectations, then either party may terminate this Contract by giving the other party not less than twenty (20) days prior written notice of the effective date of termination. Consultant shall be paid for the portion of the Work completed through date of termination.

E. Procedures Consultant to Follow upon Receipt of Notice of Termination.

(1) Upon receipt of any notice of termination, unless the notice otherwise directs, Consultant shall immediately begin the phase-out and the discontinuance of all services in connection with the performance of this Contract 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 Contract. Within thirty (30) days after receipt of such notice of termination, the Consultant shall submit a statement showing in detail the services performed under this Contract prior to the effective date of termination. The Water System shall have the option to grant a written extension to the time period for submittal of such statement.

(2) All completed or partially completed designs, plans, specifications and reproducibles prepared under this Contract, as well as all other documents, property records, tests, charts, reports and other materials, or information pertaining to the Project and/or Consultant's services hereunder (the "Project Documents") shall be delivered to the Water System without further cost or charge to the Water System. Further payment to the Consultant is conditioned upon delivery of all such documents to the Water System. These documents shall be subject to the restrictions and conditions set forth in Section VII above. In accordance with Section VII.E, Water System is not entitled to rely on incomplete or partial designs, plans, specifications, or reproducibles prepared by Consultant.

(3) Upon the above conditions being met, the Water System shall pay the Consultant within thirty (30) days following receipt of an invoice therefore, the unpaid portion of the Contract Price for the services actually performed in accordance with the terms and provisions this Contract, unless the termination is by the Water System for cause, in which event any further payment may be withheld until final completion of the Project.

(4) Failure of the Consultant to comply with the submittal of the statement and documents as required above, shall constitute a waiver by the Consultant of any and all rights or claims to collect monies that Consultant may rightfully be entitled to for services performed under this Contract.

F. Procedures Consultant to Follow upon Receipt of Notice of Suspension

(1) Upon receipt of written notice of suspension the Consultant shall, unless the notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Contract 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 Contract.

(2) Consultant shall prepare a statement showing in detail the services performed by Consultant under this Contract prior to the effective date of suspension and deliver the same to Water System within thirty (30) days after the date of the suspension.

(3) Copies of all completed or partially completed designs, plans, specifications and reproducibles prepared under this Contract, prior to the effective date of suspension, and all other Project Documents shall be prepared for delivery to the Water System but shall be retained by the Consultant until such time as Consultant or the Water System may exercise the right to terminate this Contract.

(4) In the event that Consultant exercises the Consultant's right to terminate this Contract for cause or following a suspension, then the Consultant shall submit to the Water System an update and final statement showing in detail the services performed under this Contract prior to the effective date of suspension.

(5) Upon the above conditions being met, and the final determination that Consultant has the right to terminate for cause or as a result of such suspension, which final determination, to the extent possible, will be made within sixty (60) days following the effective date of termination, the Water System shall promptly pay the Consultant the unpaid proportion of the Contract Price for the services actually performed in accordance with the terms and provisions of this Contract. Final payment shall be made within thirty (30) days of delivery of all Project Documents, the delivery of which shall be a pre-condition to final payment.

G. Remedies

The Water System's right or act of terminating this Contract, whether for cause or otherwise, shall not be an election of remedies. In addition to any right of termination, the Water System shall be entitled to pursue and enforce any other right or remedy available by contract, law or at equity, including the right to pursue damages. The remedies of the Water System set forth in this Contract shall not be restrictive but shall be cumulative and in addition to all other remedies of Water System hereunder and under applicable state laws, including all laws related to fraud or latent defects. Nothing herein shall restrict, limit or otherwise diminish in any way the liability of the Consultant for errors, omissions, design defects or deficient work under the statutory and

common laws of the State of Texas. Notwithstanding anything in this Contract to the contrary, Consultant shall not be entitled to lost or anticipated profits should the Water System choose to exercise its option to terminate this Contract for cause or convenience.

H. Documentation

Water System, as a public entity, has a duty to document the expenditure of public funds. Consultant acknowledges this duty on the part of the Water System. To this end, Consultant understands that failure of Consultant to substantially comply with the submittal of the statements and documents as required herein shall constitute a waiver by the Consultant of any portion of the fee for which Consultant did not supply such necessary statements and/or documents.

IX. Solicitation.

The Consultant represents that Consultant 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 Contract, nor 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 Contract. In the event of a breach of this covenant by Consultant, the Water System shall have the right to terminate this Contract under the provisions of Section VIII above, in addition to Water System's other rights and remedies under this Contract.

X. 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 because of race, color, religion, sex, pregnancy, sexual orientation, national origin, political belief or affiliation, age, disability or genetic information.

The Consultant acknowledges that the SAWS Board of Trustees has adopted a Small, Minority, Woman, and Veteran-owned Business (SMWVB) Policy to establish and oversee a program that will support the inclusion of local small, minority, woman, and veteran-owned businesses (SMWVB). It is the policy of SAWS that it will ensure that local small, minority, woman, and veteran-owned businesses have an equal opportunity to compete for, receive and participate in SAWS 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 maintain compliance with at least the minimum percentage of participation for SMWVBs set out in Consultant's proposal to the Water System. Consultant shall be required to electronically report the actual payments to all subcontractors, whether SMWVB or non-SMWVB, using 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). After Consultant receives payment from SAWS, electronic submittals will require data entry of the amount paid to each subcontractor, whether SMWB or non-SMWB, listed on the Contractor's Good Faith Effort Plan. Data entry is required even if the actual payment

amount is zero dollars and zero cents (\$0.00). This information will be used for subcontractor utilization tracking purposes. Any unjustified failure to comply with the committed SMWVB levels may be considered breach of contract.

Electronic submittal of subcontractor payment information will be accessed through a link on SAWS' "Business Center" web page. Consultant 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>.

Respondents and/or their agents may contact the SMWVB Program Manager at 210-233-3420 for assistance or clarification with issues specifically related to the Small, Minority, Woman, and Veteran-owned Business (SMWVB) Program, and S.P.U.R. System reporting.

By entering into this Contract, the Water System approves the use of subcontractors and sub-consultants identified in Exhibit VII (attached).

XI. Assignment of Interest or Delegation of Performance.

The Consultant shall neither assign nor transfer Consultant's interest in this Contract nor delegate any duty or obligation required by this Contract without the express written consent of the Water System. The Water System's approval of an assignment or agreement to use a sub-consultant shall not relieve Consultant of its obligations and duties under this Contract unless such written consent expressly provides for such a release.

By entering into this Contract, the Water System approves the use of subcontractors and sub-consultants identified in Exhibit VII (attached).

A change of more than thirty percent (30%) (cumulatively during the term of this Contract) of the ownership of Consultant's business entity shall be deemed to be an assignment of the Contract, which would give the Water System the right to terminate this Contract in addition to the enforcement of its other rights under this Contract. Consultant shall immediately notify the Water System of any change of ownership of twenty-five percent (25%) or greater during the term of the Contract.

XII. Indemnification.

To the maximum extent permitted by law, Consultant agrees to and does hereby fully **INDEMNIFY 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 NEGLIGENT ACTS, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, ERRORS OR OMISSIONS OF CONSULTANT, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, SUB-CONSULTANT OF CONSULTANT, 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 CONTRACT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the sole, joint, or concurrent negligence of Indemnitees. **IN THE EVENT CONSULTANT AND THE INDEMNITEES ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE INDEMNITEES UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE FOREGOING NOTWITHSTANDING, IT IS AGREED THAT, WITH RESPECT TO ANY STATUTORY RESTRICTIONS AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION AND DEFENSE OBLIGATIONS HEREIN, IT SHALL BE SUBJECT TO SUCH RESTRICTIONS, AND THE INDEMNIFICATION AND DEFENSE OBLIGATIONS HEREIN SHALL BE DEEMED TO BE AMENDED, TO THE MINIMUM EXTENT NECESSARY TO CONFORM THEREWITH, AND SHALL OTHERWISE CONTINUE IN FULL FORCE AND EFFECT.**

Consultant shall promptly advise the Water System in writing of any claim or demand against the Consultant or against any of the Indemnitees, provided Consultant has actual notice, and which relates to or arises out of the Consultant's activities under this Contract.

Consultant hereby releases Water System and the other Indemnitees from any and all claims or causes of action of any kind whatsoever that Consultant might otherwise possess resulting in or from, or in any way connected with any loss covered, or which should have been covered but for Consultant's failure to purchase and/or maintain the required insurance policy(ies) (including the deductible portion thereof) required by Section XIV, and Exhibit III of this Contract.

All indemnification obligations set forth herein shall survive the termination of the Contract regardless of the reason for such termination.

The provisions of this Section XII are solely for the benefit of the Indemnitees and the parties hereto and not intended to create or grant any rights, contractual or otherwise to any other person or entity.

Nothing in this Section XII shall be interpreted to constitute a waiver of any governmental immunity available under Texas law or any available defenses under Texas law.

XIII. Consultant's Liability and Duties.

In the event of any default or breach of the terms and provisions of this Contract, the Water System shall be entitled to any and all remedies at law or in equity, and the exercise of any one remedy shall not constitute an election of remedies.

Consultant will utilize only qualified personnel to perform the work under this Contract. All of such work shall be under the direct supervision of a properly licensed professional engineer or state licensee as appropriate for the Project and Work.

Consultant represents that prior to signing this Contract, Consultant has become thoroughly acquainted with all matters relating to the performance of this Contract, and all applicable laws, and all of the terms and conditions of this Contract.

XIV. Insurance.

Consultant shall, at its own expense, purchase, maintain, and keep in force for the duration of this Contract, insurance in accordance with the terms and provisions of Exhibit III hereto.

The Consultant shall provide certificates of insurance to the Water System not later than the date of this Contract. Each certificate shall specifically identify the Project, the name of the Consultant and any other information reasonably requested by the Water System. 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.

The Consultant's insurance coverage is to be written by companies authorized to do business in the State of Texas at the time the policies are issued and shall be written by companies with an A.M. Best ratings of A- and a Financial Size Category of VII or better. The Water System will accept worker's compensation coverage written by the Texas Workers Compensation Insurance Fund.

The Consultant shall be responsible for all premiums, deductibles and self-insured retention's, if any, stated in the policies. All deductibles or self-insured retention's shall be disclosed on the Certificate of Insurance.

All endorsements naming the San Antonio Water System as additional insured, waivers, and notices of cancellation endorsements, as well as the Certificate of Insurance, shall indicate: San Antonio Water System, c/o Ebix BPO, P.O. Box 100085-ZD, Duluth, GA 30096.

Consultant shall, upon request of the Water System, provide copies of all insurance policies and endorsements required under this Contract.

XV. Severability.

If for any reason any one or more paragraphs of this Contract are held invalid, such judgment shall not affect, impair or invalidate the remaining paragraphs of this Contract but shall be confined in its operations to the specific section, sentences, clauses or parts of this Contract held invalid and invalidity of any section, sentence, clause or parts of this Contract in any one or

more instance shall not affect or prejudice in any way the validity of this Contract in any other instance.

XVI. Estimate of Costs.

Consultant has no control over the cost of labor, materials or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Thus, Consultant's opinions of probable Project cost or construction cost provided for herein are made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a design professional familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by Consultant.

XVII. Interest in Water System Contracts Prohibited.

Consultant acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with the City or any City agency such as City owned utilities. Consultant represents and certifies that this Contract is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City or Water System. Consultant further represents and certifies that it has tendered to the Water System all necessary disclosures and other documents in compliance with the Water System's Code of Ethical Standards, including, without limitation, a Discretionary Contracts Disclosure Statement.

No officer or employee of the Water System shall have a financial interest, directly or indirectly, in any contract 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 Water System as an officer or employee. This prohibition extends to the CPS Energy, the City of San Antonio, and other City boards and commissions other than those which are purely advisory.

Gift Policy – Water System employees are prohibited from soliciting, accepting or agreeing to accept any gifts from outside sources; please see Section M. – Gifts or Benefits of the Water System's Code of Ethical Standards. Section M of the Water System's Code of Ethical Standards regarding Gifts or Benefits is available on the SAWS Business Center website.

To report suspected ethics violations impacting the San Antonio Water System, please call 1-800-687-1918.

XVIII. Accounting Records.

The Consultant agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the Project for a period of three years after final payment for completed services and all other pending matters concerning this Contract have been closed, except the foregoing requirement shall not apply if the entire Contract Price is payable on a lump

sum basis. The Consultant agrees that the Water System 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 Contract for the purposes of making audits and examinations. Water System agrees to provide Consultant with at least ten (10) business days prior written notice of Water System's request to inspect Consultant's books, documents, papers, and records.

The Consultant further agrees to make the above requirement apply to any and all sub-consultant agreements in which the Consultant has a contractual relationship for the services to be performed under this Contract. The sub-consultant shall agree that the Water System shall have access during normal business hours to any and all books, documents, papers, and records of the sub-consultant which are directly pertinent to the services to be performed for the purposes of making audits and examinations.

XIX. Entire Agreement and Amendment.

This Contract represents the entire and integrated Contract between the Water System and Consultant and supersedes all prior negotiations, representations or agreements, either oral or written. This Contract may be amended only by written instrument signed by both the Water System and Consultant. Any written instrument signed by representatives of both the Water System and Consultant that evidence additional services or a modification of the Scope of Work and the fee for such services shall constitute an amendment to this Contract for all purposes.

XX. Independent Contractor; No Third Party Beneficiary.

Consultant's work shall be performed by Consultant as an independent contractor and not as an agent, employee or partner of Water System. Consultant shall be solely responsible for, and have exclusive control over: (a) the means, methods, tools, techniques, sequences and procedures of the Consultant's Work under this Contract; and (b) the acts, errors and omissions of its employees, sub-consultants, sub-sub-consultants, suppliers and their respective agents and employees, and other persons or entities performing portions of the work for or on behalf of the Consultant or any of its sub-consultants. Any instruction or direction by Water System with respect to the Work shall be deemed to relate to the results the Water System desires to obtain from the Work, and shall in no way affect Consultant's status as an independent contractor as described herein. While the Water System has the right to review, approve and accept the Work, the detailed manner and method of performance of the Work shall be under the sole control of the Consultant. Nothing in this Contract shall create a partnership or joint enterprise between the Water System and Consultant.

Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either Water System or the Consultant.

XXI. Applicable Law and Venue.

This Contract shall be governed by and construed in accordance with Texas law. Venue for any action or proceedings arising under or pertaining to this Contract shall be exclusively in Bexar County, Texas.

XXII. Interpretation and Contract Construction.

Paragraph headings are for convenience only and shall not effect in any manner the terms and conditions of this Contract. All parties have participated in the negotiation of the Contract and any rule of interpretation or construction to the effect that an ambiguous term is construed against the drafter shall not apply to the interpretation of this Contract.

XXIII. Non-Waiver of Performance.

A waiver by either party of a breach of any term, condition, covenant, obligation or benefit of this Contract shall not be construed or held to be a waiver of any succeeding, proceeding or other term, condition, covenant, obligation or benefit of this Contract. The failure of either party to insist in any one or more cases upon the strict performance of any term, condition, covenant, obligation or benefit of this Contract or to execute any option or right herein contained, shall in no event be construed as a waiver or relinquishment for the future of such term, condition, covenant, obligation or benefit. Any waiver of performance must be in writing and signed by the parties. No course of conduct or action shall constitute a modification of this Contract.

XXIV. Nondisclosure.

The Water System has a proprietary interest in this Contract and in the advisory and consulting services provided by Consultant. Accordingly, this Contract, 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 Contract, Consultant shall provide written 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 sub-consultants 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.

XXV. Non-Appropriation.

Consultant agrees that the Water System has projected costs for this Contract and Water System expects to pay all obligations of this Contract 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 Contract 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 Contract, then the Water System's obligations under this Contract shall terminate, and the Consultant's sole option and remedy shall be to terminate this Contract 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. Water System agrees to use good faith efforts to provide written notice to Consultant when funds have been appropriated for expenditure under this Contract, and if expected funds are requested and not appropriated, Water System agrees to use good faith efforts to provide written notice to the Consultant of the non-appropriation.

XXVI. Notices.

All notices under the Contract shall be in writing and shall be deemed given when either delivered in person, or (ii) deposited in the U.S. Mail, postage prepaid, addressed to the receiving party as follows:

If to Water System: San Antonio Water System
Contract Administration
2800 U.S. Hwy. 281 North
San Antonio, Texas 78212
Attn: Herminia C. Bittle, P.E., Project Manager
Email: Nina.Bittle@saws.org

With a copy to: San Antonio Water System
2800 US Hwy 281 North
San Antonio, Texas 78212
Attn: Vice President & General Counsel
Email: Nancy.Belinsky@saws.org

If to Consultant: (Consultant Name)
(Address)
(City, State, Zip)
Attn: (Insert Name)
Email: _____

XXVII. Authority.

The individuals executing this Contract each represent and warrant to the other party that he/she has full authority to execute this Contract on behalf of his/her respective party.

XXVIII. Attachments.

The following attachments are a part of this Contract:

- Exhibit I. Compensation for Professional Services under this Contract
- Exhibit II. Scope of Services
- Exhibit III. Insurance Specifications

Exhibit IV.	Sample Work Order Request and Production Schedule
Exhibit V.	Security Exhibit
Exhibit VI.	Consent Decree Notice Provision
Exhibit VII.	List of Sub-Consultants
Exhibit VIII.	Term and Timeframe for Deliverables
Exhibit IX.	No Boycotting Israel Verification

SAMPLE CONTRACT

IN WITNESS WHEREOF, the Consultant and the San Antonio Water System, their respective representatives execute this Contract effective on the date counter signed by the Water System.

SAN ANTONIO WATER SYSTEM

BY: _____
Philip C. Campos Jr., CPA
Director, Contracting

DATE: _____

[CONSULTANT]

BY: _____

NAME: _____

TITLE: _____

DATE: _____

SAMPLE CONTRACT

EXHIBIT I

**COMPENSATION FOR PROFESSIONAL SERVICES
WORK ORDER BASIS**

Section 1 - Basis for Compensation

1.1 In consideration of the mutual promises, commitments and representations herein stated it is hereby agreed that the total of all fees, costs and expenses for the services set forth in all Work Orders under this Agreement shall not exceed a total amount of **\$000,000.00 – [Dollar Value Written out] dollars and no cents** (the “Contract Price”). This amount has been approved and appropriated by the San Antonio Water System for expenditure under this Agreement. Consultant agrees that the Contract Price, or any portion thereof, shall be earned upon the successful completion of a Work Order(s) up to the not to exceed Contract Price amount, and the fees earned pursuant to the Work Orders assigned under this Agreement, up to the Contract Price amount shall be full and complete compensation for the full and timely performance of the services provided under this Agreement, and Consultant shall not be entitled to any compensation in excess of the Contract Price. Any provision contained herein notwithstanding, the Consultant expressly understands and agrees that this is a Work Order Contract and as such SAWS makes no representation or warranty and there are no guarantee as to the Work or amount of dollars that will be assigned to the Consultant under this agreement through Work Orders by SAWS. While the not to exceed limit of fees to be incurred under this Contract is **\$000,000.00**, Consultant is not guaranteed that amount of Work to be assigned through Work Orders under this Agreement and SAWS shall only be obligated to pay, and Consultant shall only earn, those amounts agreed to pursuant to each Work Order assigned.

The base fee, costs and expenses for services performed hereunder shall be defined by an individual Work Order. Such costs and expenses for individual Work Orders shall be based upon a proposal for the services submitted to SAWS by the Consultant for review, negotiation and acceptance. Upon written acceptance of the proposal by SAWS and in accordance with all other requirements of the Contract, SAWS will issue a Work Order for the services.

1.2 For the purpose of establishing costs to the Water System for any Work Order on an hourly basis and for any additional services beyond the scope of services in Exhibit II (the “Supplemental Services”), the following Hourly Billing Rate Table of the fees shall apply:

Hourly Billing Rate Table

<u>DISCIPLINE</u>	<u>HOURLY RATE</u>
Principal	\$
Project Manager	\$
Engineering	
Design Engineer	\$
Engineer In Training	\$
Surveyors	

LSLS Registered Professional Surveyor	\$
Registered Professional Surveyor	\$
Surveyor in Training	\$
Technicians	
Design	\$
CADD	\$
Survey	\$
Abstractor	\$
Survey Crew	
Four Person	\$
Three Person	\$
Two Person	\$
GPS (Two Units) Survey Crew	\$
Flag Man	\$
3-D Digital Scanner Crew	\$
Administrative Assistant	\$

Section 2 – Changes

2.1 The Consultant and the Water System acknowledge the fact that the Contract Price 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

Monthly payments for services performed pursuant to an authorized Work Order issued pursuant to this Agreement for the various services shall be reviewed by SAWS upon Consultant entering itemized invoices, with all required back-up, within CPMS. The invoice shall indicate the value of the services performed to date.

3.1 Consultant agrees that the Contract Price, (or incremental portion thereof as agreed to in an authorized Work Order), shall only be earned upon the successful completion of a Work Order(s) up to the not to exceed Contract Price amount, and that upon earning the Contract Price (or incremental portion thereof as agreed to in an authorized Work Order) it shall be the full and complete compensation for the complete and timely performance of the services in this Agreement, and Consultant shall not be entitled to any compensation in excess of the Contract Price (or incremental portion thereof as agreed to in an authorized Work Order).

3.2 Payment upon successful completion of each phase shall be made to the Consultant as set forth in a Work Order based upon the following:

Each Work Order shall be negotiated to arrive at a lump sum base fee and may also contain not to exceed supplemental fee components. The total fee for each Work Order shall establish a not-to-exceed amount, including expenses; based on the hourly rates provided in section 1.2 of this Exhibit.

3.1 Payment for each Work Order shall be provided in phases as follows:

- A. 40% Design - The fee for this Design Phase will be made in monthly installments during the period of design of this phase in proportion to the percentage of design work completed. Up to 80% of this Phase Fee shall be payable upon submittal of the Design Plans and accompanying deliverables and the remaining 20% will be held until the comments are satisfactorily (to SAWS) addressed.
- B. 70% Design - The fee for this Design Phase will be made in monthly installments during the period of design of this phase in proportion to the percentage of design work completed. Up to 80% of this Phase Fee shall be payable upon submittal of the Design Plans and accompanying deliverables and the remaining 20% will be held until the comments are satisfactorily (to SAWS) addressed.
- C. 95% Design - The fee for this Design Phase will be made in monthly installments during the period of design of this phase in proportion to the percentage of design work completed. Up to 80% of this Phase Fee shall be payable upon submittal of the Design Plans, specifications, and accompanying deliverables and the remaining 20% will be held until the comments are satisfactorily (to SAWS) addressed.
- D. Bid Documents – The fee for the Bid Phase will be made in monthly installments during the period of design of this phase in proportion to the percentage of design work completed. Up to 80% of this Phase Fee shall be payable upon submittal of the bid documents and the remaining 20% will be held until the comments are satisfactorily (to SAWS) addressed.
- E. Construction Engineering Services – The fee for the Construction Phase will be made in monthly installments during the period of construction in proportion to the percentage of SAWS construction work as completed and approved by SAWS, by the construction Contractor on the Project designed.
- F. Project Close Out and Final Payment – This Phase Fee shall be payable only at such time as the "Record Drawings" have been properly prepared and furnished to SAWS by the Consultant, and the final Field Acceptance has been properly prepared and submitted to SAWS by the Consultant. Once accepted by SAWS then 100% of the project payment shall be payable to the consultant.

Section 4 -Reimbursable Expenses

4.1 There are no reimbursable expenses allowed under this contract. All expenses are included in the fee set forth in section 1 above.

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 through the workflow in CPMS to the Project Manager identified in Section XXVI - Notices.

- 5.3 Cost of services furnished by sub-consultants on Federally Funded projects shall be reimbursed at invoice cost with no markup. Cost of services furnished by sub-consultants 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 sub-consultants 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 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.

Section 6 - Payment for Supplemental and Additional Services

- 6.1 Payments for Consultant's supplemental and additional services shall show the same information required in subparagraphs 5.6 through 5.9 dependent upon the type of compensation.

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 5.9.
- 7.3 Failure of the Consultant to provide updated record drawings within thirty (30) days after details of deviations from the Contract Documents have been provided to the Consultant by the construction contractor.
- 7.4 Failure of the Consultant to submit timely records of project conference proceedings.

- 7.5 Failure of the Consultant to submit timely job site visit reports of its job site observations.
- 7.6 Failure of the Consultant to design for compliance with the Laws of the City of San Antonio, State, and Federal governments.
- 7.7 Failure of the Consultant to adhere to the service level agreement in processing tasks in CPMS.
- 7.8 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.
- 7.9 Water System's receipt of evidence that the Consultant's sub-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 sub-consultants.
- 7.10 Failure of the Consultant to render any service required by this Contract per Exhibit V, Production Schedule.
- 7.11 Any claim for Indemnification that arise under Article XII of the Contract.

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 II SCOPE OF SERVICES

The Consultant shall perform the following Scope of Work (also referred to herein as a “Scope of Services”) in accordance with the terms and conditions of the Agreement.

The Consultant shall perform his obligations under this Agreement in six (6) Phases, namely, (1) 40% Phase, (2) 70% Phase, (3) 95% Phase, (4) Bid Phase, (5) Construction Phase, and (6) Close Out Phase, and submit weekly status reports throughout the Project phases for each Work Order. These Services will be required on an “as needed” basis. SAWS reserves the option to modify the sequence of phases for specific projects. Any such modification will be in writing and incorporated into a Work Order authorizing a project. Upon proposing and designating the Project, the Water System will provide the Consultant with a proposed Work Order detail, which will include the following information:

- i. The name, location and a detailed Scope of Work;
- ii. The schedule for completion of the phases of Work for the Project, including the date of final completion in the form of Microsoft Project;
- iii. The method of payment (i.e. lump sum with a not-to-exceed amount or task based, not to exceed basis);
- iv. The name of the Project Manager.

Thereafter, the proposed Work Order executed by the Consultant shall be referred to in this Agreement as a “Work Order”.

If the terms of the proposed Work Order are acceptable, the Consultant shall propose fair and reasonable fees for the Services, as agreed upon in Exhibit I, within five (5) business days of SAWS request. If the Project is considered urgent, then the proposal shall be submitted by the Consultant within twenty-four (24) hours of SAWS request. The Consultant shall sign the proposed Work Order in the space provided, acknowledging acceptance of the terms and service levels. If the fees proposed by the Consultant are acceptable, the Water System will acknowledge acceptance by issuing a written Authorization to Proceed.

In preparing the Scope of Work for the Work Order on a proposed Project and in accomplishing the Work pursuant to this Agreement, the Consultant understands and agrees to perform the Work as outlined in this Agreement. Though the Work Order for each assigned Project may modify the scope, the Consultant shall meet the specified service levels in Section I. (J) and at a minimum perform the following services in accordance with this Agreement:

A. 40% Phase

The Consultant shall:

1. Meet with the Water System officials to discuss and define the scope of the proposed SAWS work. The Water System shall make known to the Consultant any relevant elements that SAWS has direct knowledge of that will directly affect the SAWS work. Consultant will be given any relevant available, relevant, information about ongoing SAWS project(s) recently completed that SAWS

has direct knowledge will impact the design of the proposed SAWS work. Any request from the Consultant for additional information for the proposed SAWS work must be submitted in written form.

2. Not commence Work on a Work Order until it receives a written Notice to Proceed from SAWS. In addition, Consultant must obtain written authorization from the Water System prior to commencing any supplemental services. Consultant will bear all expenses for any Work Orders or supplemental services done by the Consultant without prior approval in writing from the Water System.
3. Meet with SAWS' Operations and Maintenance staff to discuss current operational considerations and concerns at the respective project site. Coordinate with SAWS Master Planning and Developmental Services staff to confirm new developments, land use, current and future flows, etc., for each respective Project. Coordinate with other SAWS engineering departments to identify any conflicts with other projects. Provide and submit meeting minutes within three (3) days into CPMS.
4. Obtain the necessary and latest rules and regulations, specifications, special specifications, ordinances, codes, Texas Commission on Environmental Quality (TCEQ), United States Environmental Protection Agency (EPA), and any other pertinent governing entity requirements for the development of design plans and supporting documents.
5. Obtain the latest set of design standards, .dgn cells and drawing symbols, from SAWS website http://www.saws.org/business_center/design/cadd/CADD_Standards.pdf to prepare the SAWS design plans.
6. Ensure that project drawings include, but not be limited to, plan and profile sheets with the plan view at a scale of 1"=40' horizontal and a profile view at a scale of 1"= 40' horizontal and 1" = 10' vertical on a standard sheet size of 11" x 17". All design drawings shall be submitted on 11" x 17", unless stated otherwise.
7. Governing Authority Jurisdictions – The Consultant shall:
 - a. Research and identify property ownership by public and/or private entities that will require special permitting, construction methods, or schedule limitations (*i.e.* City of San Antonio (COSA) Right-of-Way (ROW), Texas Department of Transportation (TxDOT) ROW, Bexar County ROW, Union Pacific Railroad (UPRR), Schools, Parks, Military Installations, Utility ROW's or Easements, Edwards Aquifer Recharge Zone (EARZ), United States Federal Emergency Management Agency (FEMA) Flood Plains, etc.);
 - b. Research and identify regulatory entities that control project development through permit requirements (*i.e.* COSA ROW Management, U.S. Corp of Engineers – 404 Permits, TCEQ – Water Pollution Abatement Plan, TCEQ – TPDES Permitting, etc.); and
 - c. Coordinate with each entity and identify the need for specific permits and identify any special requirements affecting the Project.
 - d. Prepare and obtain Right of Entry (ROE) agreements as needed through all phases.

- e. Establish apparent limits of existing easements. Determine proposed and temporary easements.
8. Utility Investigation - The Consultant shall provide all necessary utility research, identification, and conflict evaluation for all areas affected by the Project. These services include, but are not limited to, the following:
- a. Conduct field reconnaissance to become familiar with project sites;
 - b. Review record drawings and block maps provided by SAWS;
 - c. Make contact with all utility purveyors in the Project area;
 - d. Obtain all available mapping of underground and overhead utilities in the Project area concerning the existing and proposed facilities in the project area, including but not limited to existing water and sewer lines, communications/fiber optics, gas, electric, drainage facilities, traffic signals and petroleum product pipelines;
 - e. Request on-the-ground locates through the Texas One Call locating system;
 - f. Field tie all marked or visible utilities within the Project area;
 - g. Field locate utilities in critical areas utilizing a Subsurface Utility Engineering (SUE) Contractor. (These services are provided as Supplemental Services and authorized on a case-by-case basis);
 - h. Incorporate the utility information into the base mapping/drawing for the Project area; and
 - i. Identify potential conflicts and make recommendations for relocation/adjustments with respect to proposed improvements for the Project.

As a 40% Phase Deliverable, Consultant shall provide a copy of the utility company records showing locations of existing facilities and provide an overall utility layout plan showing existing and proposed utility facilities for the Project.

9. Subsurface Utility Engineering (SUE) Pothole Plan: During the 40% Design Phase, Consultant shall provide SAWS with a SUE pothole plan for review, approval and coordination by SAWS prior to actual SUE work. The plan is to show approximate locations of existing SAWS utilities and proposed locations of potholes for utility identification. Changes to the plan shall be documented and re-submitted to SAWS for approval and record purposes.
10. Existing ROW and Easement Surveying: The Consultant shall provide records research and all necessary surveying services to establish existing ROW and easement limits for all areas affected by the Project. These services, at a minimum, include:
- a. Establish a horizontal and vertical control network to encompass the Project limits. Horizontal datum to be based on the Texas State Plane coordinate system, South Central Zone, NAD 83(93) projection, surface coordinates. The vertical datum shall comply with NAVD 88 datum;
 - b. Set permanent monuments to be used during the design and construction phase surveying of the project;
 - c. Research existing property records to establish record limits and widths of available right-of-ways (ROWs) and easements;

- d. Obtain Right-of-Entry agreements, as necessary, for areas outside established ROW's and easements. (These services are provided as a Supplemental Service);
- e. Field tie property monumentation along the Project route in sufficient detail for limits evaluation;
- f. Evaluate and establish apparent limits of existing ROW's and easements. (This effort does not include ROW acquisition survey efforts to be provided as Supplemental Services);
- g. Incorporate ROW and easement limits information into the base plan/drawings for the Project;
- h. Identify any potential permanent easements or fee title land acquisition required for the Project; and
- i. Identify any potential temporary construction easements required by the Project.

Consultant shall provide the services above for SAWS' facilities as needed for the successful completion of the Project.

- 11. Topography Services - The Consultant shall provide topography surveying for all areas affected by the Project. These services, at a minimum, include:

- a. Locate and/or acquire mapping of the project area and develop a digital base map of the project area incorporating ownership, ROWs, photography, topography, etc.;
- b. Field tie all surface features along the Project route impacting design or construction of the Project to include: pavements, signs, mailboxes, sidewalks, curbs, fences, etc.);
- c. Field tie ground surfaces in sufficient detail for grading, drainage, and profile design and calculation of earthwork quantities;
- d. Field tie all marked or visible utilities within the Project route;
- e. Field tie all existing sanitary sewer structures within the Project limits including top of manholes/structures, pipe sizes, and pipe inverts;
- f. Field tie existing water line features to include surface markings, valve boxes, valve stem nuts, air release valve vaults, meters, etc.;
- g. Field tie drainage structures and pipelines to include inlets, junction boxes, culverts, headwalls, channels, storm drains, bridges, etc.;
- h. Field tie existing trees in compliance with COSA Tree Ordinance requirements; and
- i. Incorporate the topographic survey data into the base mapping/drawings for the project.

Consultant shall provide the services referenced above for SAWS facilities as needed for the successful completion of the Project.

- 12. Perform visual pavement conditions survey of all possible routes to be evaluated in design of the project and contact COSA-ROW to gather pavement condition index, as required by project.
- 13. Review televising report(s) and CCTV video to determine the most economical rehabilitation method for sanitary sewer mains and manholes.
- 14. SAWS may require a Preliminary Engineering Report (PER). If requested the report shall include, at a minimum, the following:

- a. Consultant shall perform hydraulic analysis to size proposed diversion lines as per TCEQ standards and SAWS criteria;
 - b. Provide conceptual alternatives;
 - c. Alignment options with pros and cons for each rehabilitation method, replacement or alignment;
 - d. Prepare preliminary Opinion of Probable Construction Cost (OPCC) for each conceptual alignment;
 - e. Provide aerial imagery exhibits showing the alignment options and provide recommendation on best alternative;
 - f. Prepare and furnish SAWS with hard copies and electronic color copies in (Adobe Acrobat *.pdf format) of the PER with 11" x 17" exhibits showing the conceptual alignment options;
 - g. Conduct review workshop on the PER with SAWS staff;
 - h. Revise the PER per SAWS' comments.
15. Conduct preliminary geotechnical, environmental or archeological reviews in order to determine the full extent of necessary Project requirements. Geotechnical deliverables for pipeline projects shall be provided in two separate reports, a Geotechnical Data Report (GDR) and a Geotechnical Design Recommendation Memorandum. Consultant will ensure geotechnical design recommendations are incorporated into the design. Submit reports into CPMS.
16. Develop a plan (and profile for Governmental Projects) view set of drawings in sufficient detail to clearly indicate the problems involved, including approximate locations of existing utilities within the Project site or ROW, and anticipated design to minimize conflicts, as applicable. Consultant shall include a statement addressing any anticipated ROW needs and recommendations concerning the need for both water and sewer adjustment for conflicts with proposed utilities, drainage structures and street reconstruction designs. Consultant shall obtain additional information to assist in the recommendation of adjustment of water and sewer facilities by referencing the latest SAWS Guidelines and Checklist found in the SAWS web page. If required for identifying conflicts, additional potholing, surveying, and measurements may be requested and will be addressed as supplemental services. If the project is being joint bid, the SAWS stationing shall match the joint bidding entities stationing.
17. 40% Phase Plans shall include as a minimum but not limited to the following:
- a. Separate sets of plans for water, sewer and recycled water;
 - b. Plan (and Profile for Governmental Projects) sheets for all existing and proposed sewer mains;
 - c. Plan (and Profile for Governmental Projects) sheets for all existing and proposed water mains 16-inches or larger;
 - d. Plan sheets (and Profile for Governmental Projects) for all existing and proposed water mains 12-inches or smaller;
 - e. Plan sheets (and Profile for Governmental Projects) for existing and proposed recycled water mains;
 - f. Callouts are not required;
 - g. Graphical Scale;

- h. North Arrow;
 - i. Location Map;
 - j. Project Limits;
 - k. SAWS Water, Sewer and Recycle Job Numbers;
 - l. SAWS Standard Title Block;
 - m. Existing water and sewer facilities, including material type and size of pipes;
 - n. Location of clean outs, fire hydrants, meter boxes, valves and manholes;
 - o. For any TxDOT or Local Area Managed (LAM) projects, the Consultant must refer to the TxDOT requirements and SAWS Guidelines and Checklist for additional requirements;
 - p. Recommendations for adjustment or rehabilitation with reference to any rules and regulations, ordinances, codes, TCEQ, and any other pertinent governing entity requirements for the development of the 40% Phase Design;
 - q. Identify if project is over the Edwards Aquifer Recharge Zone or Edwards Aquifer Contributing Zone and use appropriate notes; and
 - r. Consultant to include any other pertinent information deemed necessary by SAWS in the preparation of the 40% Phase Plans.
18. Perform 40% Phase Plans internal quality management including control and assurance. Maintain these documents as part of the project records.
19. Furnish the Water System with (5) five complete sets of 40% Phase SAWS Plans, and one (1) electronic PDF copy of plans, the SAWS QA/QC form and supporting documents for review and comments and upload electronic copies of all files to CPMS.
20. Consultant shall submit a project scheduled to be updated after each design phase. If schedule changes from the baseline, the Consultant shall document the reason for the change and provide a recovery schedule.
21. Furnish an OPCC based on the plan and supporting documents of the proposed construction (excluding land costs). The Cost Opinion must be developed as per the recommendations of AACE International (formerly the Association for the Advancement of Cost Engineering) as described in AACE's document 56R-08: Cost Estimate Classification System – as Applied for the Building and General Construction Industries. A Class 3 Estimate is required for this phase of the Project. The OPCC shall not include construction contingency. Once approved by the Water System include adjustments to reflect the ease or difficulty of constructing the project.
22. SAWS will review the plans and supporting documents and provide written comments to the Consultant.
23. 21. Resubmit two (2) copies of the SAWS plans and address all comments and respond to said comments in a narrative form within fifteen (15) calendar days of date of receipt of Water System comments. Upon SAWS approving of and being satisfied with Consultant's responses to SAWS' comments SAWS will furnish Consultant, in writing, an authorization to proceed with 70% Phase and approval of opinion of probable construction cost.

24. 22. If after the consultant has addressed all comments and responded in a narrative form and cannot come to an agreement with the Water System on 40% Phase Plans and supporting documents, Consultant can request a meeting with the Water System to discuss the 40% Phase at no additional cost to the Water System. The parties will continue to work together to resolve any issues to SAWS satisfaction.
25. Research, identify, coordinate and prepare drawings and documents for any permits related to the SAWS work of the Project. This should include, but not be limited to, TxDOT utility permits, Bexar County permits, City Permits, Tree Permit, Railroad Permits, or Floodplain Development Permit (FPDP), any other permit required, to be included as supplemental services.
26. Attend meetings as necessary, including but not limited to the following meetings: review, utility coordination, public, etc.

B. 70% Phase

The Consultant shall:

1. Perform any additional spot field survey as necessary to determine conflicts that impact the 70% Phase Design. During the design of the 70% Phase Plans, if required for identifying conflicts, additional potholing, survey and measurements may be requested and will be addressed as supplemental services.
2. Prior to completing the 70% water main design plans, the consultant shall coordinate with SAWS to conduct a valve test of the water system to determine if the proposed water main work can be done with minimal disruption to the customers. The Consultant shall provide a map indicating all valves which must be tested by the SAWS maintenance division. If the valve test indicates that the proposed water main design requires additional valves the Consultant shall include this in the design with the final 70% design plans submitted to SAWS for review.
3. Make a recommendation about the need for a temporary water main in order to construct the SAWS proposed water. If a temporary water main is required, the consultant shall include the necessary temporary water main design in the 70% Design Plans as a supplemental service.
4. Obtain written authorization from the Water System prior to commencing any supplemental services. Consultant shall bear all expenses for any supplemental services done by the Consultant without prior approval in writing from the Water System.
5. Prepare a by-pass flow data layout sheet. The sheet shall include existing and proposed sewer mains and manholes within and around the SAWS Project limits. The Consultant shall depict the existing flow rate on the existing manholes. The Consultant will calculate the flow rate assuming full flow capacity of the pipe. The sheet shall be scalable and include existing ROW and easements. Existing sewer manholes must be field verified by the consultant and distance must be indicated between existing manholes. Existing inverts can be listed using record drawings if no survey data is available. The consultant is not expected to indicate the location of the inlet and

discharge locations of the by-pass for this will be determined by the Contractor when preparing the by-pass pumping plan.

6. Coordinate the design of sewer and water facilities with all other aspects of the Project, including, but not limited to, proposed street design, proposed drainage design, proposed or existing CPS Gas Main, CPS Power Poles, AT&T and other providers to ensure that the Project can be constructed without conflicts. This includes the preparation of a phasing plan if the order of installation of street, drainage, sewer and water facilities requires special attention to avoid conflicts during construction.
7. 70% Phase Plans shall include as a minimum but not limited to the following:
 - a. Separate sets of plans for water, sewer and recycled water;
 - b. Cover Sheet for the water, sewer, and recycled water plans (to include a location map and SAWS job number);
 - c. Overall SAWS utility layout plan for water, sewer and recycled water plan sets;
 - d. General Notes for water, sewer, and recycled water work with an overall quantity sheet for water, sewer, and recycle on respective plan sets;
 - e. SAWS Title Block for said project on all sheets. Consultant to obtain SAWS Title Blocks from the SAWS Web page;
 - f. Plan and Profile sheets will have individual quantity sheets for water, sewer and recycled water;
 - g. Plan and Profile sheet for proposed sewer with existing and proposed inverts and top of manhole elevations and existing, proposed flow data at 10 to 50 foot intervals and proposed percent grade;
 - h. Show crossings of all existing and proposed utilities and drainage structures in the profile view of proposed sewer and water mains if applicable;
 - i. Show valve boxes, meters, air release valves, vaults and clean outs;
 - j. Provide elevation of valve nuts;
 - k. Plan sheets for proposed water mains 12-inches and smaller;
 - l. Plan and Profile sheets for proposed water mains 16-inches or larger;
 - m. Determine final structure layout and section design by determination of critical elevations and dimensions;
 - n. Determine final construction methods for each segment of the proposed improvements;
 - o. Appropriate callouts for the proposed water and sewer work;
 - p. Temporary Water Main, if required;
 - q. By-pass flow data layout sheet;
 - r. All existing water and sanitary sewer easements to include all legal information such as volume and page, etc.;
 - s. Provide a list of SAWS Standard details on plans and specifications to be used on this project (no standard sheets); with the exception of TxDOT or LAM projects;
 - t. If a SAWS standard detail is not to be used the Consultant shall make any necessary modifications to meet the requirements of the Project and to include the special detail in the plans as part of the Consultant's basic fee;

- u. Show on the plan and profile existing topographical features, improvements, and proposed street, water, sewer, gas and drainage improvements within and outside the right-of-way necessary for the design of the SAWS work;
 - v. Show any fences, trees, shrubs or structural encroachments, and identify whether or not removal is necessary for construction;
 - w. Perform tree inventory and develop tree protection and mitigation in accordance with respective COSA Tree Ordinance requirements or equivalent;
 - x. Perform scour and buoyancy computations as needed, based on COSA Floodplain Development permits;
 - y. Show tap numbers, service sizes, N.C.B., Block No. Lot No. and house numbers for each residence on the plans. Consultant is also to obtain addresses for platted vacant lots from the City of San Antonio and show the new addresses on the plans. The Water System will provide the Consultant with new tap numbers; and
 - z. When applicable, show adequate existing property line elevations, proposed top of curb elevations, proposed top of channel elevations and all adequate proposed flow line elevations on the profiles.
8. Develop draft technical special specifications based on SAWS requirements, as well as any applicable governing agencies' specifications.
 9. If the project is a standalone SAWS project and not being joint bid with a governing agency, the Consultant shall prepare erosion control, traffic control, paving restoration details, and other details as needed for review.
 10. Plan and coordinate Water System assigned Consultant Services for foundation investigations, soil borings, and other tests required for design of SAWS work. Furnish locations and depths of borings.
 11. Perform 70% Phase Plans internal quality management including control and assurance. Maintain these documents as part of the project records.
 12. Furnish the Water System with five (5) complete sets of 70% Phase SAWS Plans, a PDF copy of plans, the SAWS QA/QC form and supporting documents for review and comments and upload electronic copies of all files to CPMS.
 13. Consultant shall submit a project schedule to be updated after each design phase. If schedule changes from the baseline, the Consultant shall document the reason for the change and provide a recovery schedule.
 14. Furnish an OPCC based on the plan and supporting documents of the proposed construction (excluding land costs). The Cost Opinion must be developed as per the recommendations of AACE International (formerly the Association for the Advancement of Cost Engineering) as described in AACE's document 56R-08: Cost Estimate Classification System – as Applied for the Building and General Construction Industries. A Class 2 Estimate is required for this phase of the Project. The OPCC shall not include construction contingency. Once approved by the Water System include adjustments to reflect the ease or difficulty of constructing the project.

15. Conduct review workshop and meet with SAWS engineer on job site and perform a walk-through to verify the accuracy and constructability of the SAWS plans after the 70% Phase Plans have been submitted.
16. SAWS will review the plans and supporting documents and provide written comments to the Consultant.
17. Resubmit two (2) copies of the SAWS plans and address all comments and respond to said comments in a narrative form within fifteen (15) calendar days of date of receipt of Water System comments. Upon SAWS approving of and being satisfied with Consultant's responses to SAWS' comments SAWS will furnish Consultant, in writing, an authorization to proceed with 95% Phase.
18. If after the consultant has addressed all comments and responded in a narrative form and cannot come to an agreement with the Water System on 70% Phase Plans and supporting documents, Consultant can request a meeting with the Water System to discuss 70% Phase at no additional cost to the Water System. The parties will continue to work together to resolve any issues to SAWS satisfaction.
19. Attend meetings as necessary, including but not limited to the following meetings: review, utility coordination, public, etc.

C. 95% Phase

The Consultant Shall:

1. Obtain written authorization from the Water System prior to commencing any supplemental services. Consultant shall bear all expenses for any additional or supplemental services done by the Consultant without approval in writing from the Water System.
2. Prepare drawings and documents for any permits related to the SAWS work of the project. This should include, but not be limited to, TxDOT utility permits, Bexar County permits, U.S. Army Corp of Engineers – 404 Permit, COSA Permits, Railroad Permits, Texas Water Development Board (TWDB) Permit, or any other permit required, to be included as supplemental services.
3. Include a quantity summary table on each individual sheet of the water, sewer and recycle plan, tabulating the quantities of the work shown on that individual sheet.
4. Coordinated with SAWS Public Relations department and, if necessary, prepare exhibits, meeting agenda, and presentations and attend any necessary citizen, community meetings, if applicable.
5. Prepare Change of Service forms for all affected services. Existing service data and proper forms shall be provided by the Water System. Consultant to obtain change of service forms from the SAWS Web page. Consultant to submit one (1) change of service form for review and comments. SAWS shall return comments within ten (10) business days. Consultant to submit three (3)

approved change of service forms to the Water System within five (5) business days of receiving SAWS' comments.

6. After written authorization has been received from the Water System to proceed with the 95% Phase Plans (95% if Governmental Project), prepare detailed Construction Plans, specifications, general provisions, proposal and other necessary documents) that shall be sufficient to successfully construct and complete the Project for its intended use and purpose.
7. If joint bidding this project, review the joint bidding entities Traffic Control Plan and Construction Phasing plan to verify that SAWS work can be constructed according to their proposed Plans and that the SAWS work can be completed without impacting the overall Project and disrupting service to customers. Consultant should take into account locations of additional tie-ins, hydrostatic tests, blow-off, and any other items to ensure SAWS work can be completed within the work zones of each construction phase. If the SAWS work extends beyond the joint bidding entities project limits a separate traffic control plan will be prepared for SAWS work as a supplemental service.
8. Develop detailed specifications using the San Antonio Water System Standard Specifications for Construction, latest revisions and other necessary special specification.
9. Ensure that 95% Phase Plans are substantially complete and include special specifications or other details, as required, for the successful construction of the project.
10. Assign Asset ID numbers to plans provided by SAWS' Mapping Department and submit for approval.
11. Perform 95% Phase Plans internal quality management including control and assurance. Maintain these documents as part of the project records.
 - a. Finalize 95% design deliverables including final plan and profile documents, structure designs, utility relocations, special details including bidding and contract documents.
 - b. Finalize a traffic control/phasing plan (if necessary)
 - c. Finalize a suggested bypass plan.
 - d. Finalize Tree Preservation Plan.
 - e. Finalize Easement and/or right-of-entry documents and requirements that become part of the project.
 - f. Finalize project permits and regulatory requirements.
12. Furnish the Water System with five (5) complete sets of 95% Phase SAWS Plans, specifications, and supporting bid documents for review and comments, as well as one (1) CD containing a PDF of all listed documents and upload electronic copies of all files to CPMS.
13. Consultant shall submit a project schedule to be updated after each design phase. If schedule changes from the baseline, the Consultant shall document the reason for the change and provide a recovery schedule.

14. Furnish an OPCC based on the plan and supporting documents of the proposed construction (excluding land costs). The Cost Opinion must be developed as per the recommendations of AACE International (formerly the Association for the Advancement of Cost Engineering) as described in AACE's document 56R-08: Cost Estimate Classification System – as Applied for the Building and General Construction Industries. A Class 1 Estimate is required for this phase of the Project. The OPCC shall not include construction contingency. Once approved by the Water System include adjustments to reflect the ease or difficulty of constructing the project.
15. SAWS will review the plans and supporting documents and provide written comments to the Consultant.
16. Consultant to resubmit two (2) copies of the SAWS plans and address all SAWS comments on the 95% Phase Plans and respond to said comments in a narrative form within fifteen (15) calendar days of date of receipt of Water System's comments. Upon SAWS approving of and being satisfied with Consultant's responses to SAWS' comments SAWS will furnish Consultant, in writing, an authorization to proceed with Bid Phase.
17. Attend meetings as necessary, including but not limited to the following meetings: review workshop, utility coordination, public, etc.
18. Represent SAWS in coordinating project improvements with other utilities, agencies, and various local, state and federal agencies as required to facilitate design efforts and to secure all necessary permits. Provide and submit meeting minutes within three (3) days into CPMS.
 - a. Participate in public meetings and meet with SAWS as deemed necessary. Provide and submit meeting minutes within three (3) days into CPMS.

D. Bid Phase

The Consultant Shall:

1. The Water System will furnish a specimen copy of the latest version of SAWS' standard General Conditions, Instructions to Bidders and any applicable prevailing wage rates to the Consultant for incorporation into the specifications for the proposed Project. The Consultant shall not change or modify any of the Water System's standard General Conditions.
2. Determine the most economical way to package the Work Orders for bidding, considering geographic area and type of rehabilitation and industry standards for pay items, when requested by SAWS.
3. Perform Bid Phase internal quality management including control and assurance. Maintain these documents as part of the project records.
4. Provide all necessary bid plans and all bid documents to SAWS for review and approval.

5. Furnish a final Opinion of Probable Construction Costs (OPCC) based on the 100% Design Plans, specifications, and supporting contract documents for the proposed construction project (excluding land costs). The Cost Opinion must be developed as per the recommendations of AACE International (formerly the Association for the Advancement of Cost Engineering) as described in AACE's document 56R-08: Cost Estimate Classification System – as Applied for the Building and General Construction Industries. A Class 1 Estimate is required for this phase of the Project. The OPCC shall not include construction contingency. Once approved by the Water System include adjustments to reflect the ease or difficulty of constructing the project.
6. Submit two (2) complete bid packages including all necessary bid documents for review and comments by SAWS. Consultant to address all SAWS comments and to provide a written narrative addressing all comments. Comments will need to be addressed prior to proceeding to the next phase of work. If the Consultant does not understand the comment and a meeting is necessary, SAWS will meet with the consultant to clarify any questions. Consultant will need to address SAWS comments within ten (10) business days.
7. After approval from the Water System and for the purpose of soliciting bids for projects advertised by the Water System as part of the Consultant's basic fee, the Consultant shall furnish five (5) complete sets of plans and bid documents to the Engineering Department and an Excel spreadsheet detailing the SAWS Specification Reference, a description of the bid items, the unit of measurement, and the estimated quantities to the Contracting Department.
8. If the project is jointly bid with another governmental entity, the Water System plans and necessary bid documents shall be included in the bidding governing entity bid package. The Water System plans shall be submitted in accordance with the governmental entity requirements.
9. The Consultant shall provide written notification to the Water System identifying the location and date of the pre-bid meeting. Attend and participate the pre-bid meeting and provide copies of the agenda and meeting minutes. Provide and submit meeting minutes within three (3) days into CPMS.
10. As necessary, prepare signed and sealed addenda for the SAWS work.
11. Attend the formal opening of the bids. Review the Water System's bid tabulation, review and provide reference checks on the information provided by the Contractor and submit a detailed letter of recommendation.
12. After bid opening, provide SAWS with (8) eight copies of the SAWS plans (5 sets of 11" x 17" and 3 sets of 22" x 34") and (5) five specification books and (1) one CD containing the plans and specifications, including all addendums, in PDF and .dgn format.
13. Evaluate and analyze contractor bids and qualifications and provide a letter of recommendation for the lowest responsible bidder.
14. In addition, submit a CD containing a .dgn version of the Overall Utility Plan and all design files submitted in the Texas State Plane, South Central NAD 83(93) projection.

E. Construction Phase:

The Consultant Shall:

1. Attend the Pre-Construction conference with the representative of the Water System and the Contractor. Provide meeting minutes and submit two (2) copies of meeting minutes to the Water System.
2. Participate and lead project meetings to discuss construction issues, changes in work, schedule, etc. Provide and submit meeting minutes within three (3) days into CPMS.
3. Make three (3) visits per month to the site to observe as an experienced and qualified professional engineer, as provided for in Section I.C. of the Agreement, the progress and quality of the executed Work, and to determine in general if the Work is proceeding in accordance with the plans and specifications. During such visits and on the basis of on-site observations, the Consultant shall consult with and advise the Water System during construction and submit monthly end of month site observation reports to the Water System relating to such visits. One (1) of the monthly visits shall consist of the Consultant, the Contractor and the Water System Inspector to review the Contractor's redlines and Inspector's field copies of the construction work so that the Consultant can verify that the information included in the Contractor's redline drawings is the same information contained in the Inspector's field copy and on the Consultant's copy. The Consultant shall not be required to make exhaustive or continuous on-site observations to check the quality or techniques, sequences or procedures of construction selected by the Contractor or the safety precautions and programs incident to the work of the Contractor. The Consultant's efforts will be directed towards providing Consultant's best judgment, as a professional engineer, to the Water System that the completed SAWS work will conform to the plans and specifications. The Consultant shall not be responsible for the failure of the Contractor's contract; however, the Consultant shall report to the Water System any deficiencies in the Work actually detected by the Consultant. If more or less than three (3) visits are required in any month, approval in writing would be required prior to performing any additional work in order to be compensated. Any work done without written approval will not be compensated.
4. Provide horizontal and vertical control points for construction layout and grade control (benchmarks) for construction of the proposed Project's facilities.
5. Perform the necessary services in connection with the construction layout on the ground for the Project. Construction layout services shall be performed within (7) calendar days of notification, weather and amount of staking requested permitting Consultant or their sub-consultants, will not be allowed to provide survey services to the construction contractor during the term of the Work Order for a project. Water System may require additional surveying services to be performed as a Supplemental Service for some Projects.
6. Review and take appropriate review action in CPMS (approved with modifications, reject, etc.) upon the Contractor's submittals, such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the SAWS work and compliance with the information given in the Contract Documents. Such action shall be taken within seven (7) days of receiving

the submittals. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. The approval of a specific item shall not indicate approval of an assembly of which the item is component.

7. Receive and review certificates of inspection, testing to include Field, Laboratory, Shop and Mill testing of materials, and approvals required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents to determine generally that the results certified substantially comply with the Contract Documents. The Consultant shall also recommend to the Water System special inspection or testing when deemed necessary to assure that materials, products, assemblages and equipment conform to the design concept and the Contract Document.
8. Evaluate and determine the acceptability of Request for Information (RFI's), Request for Proposals (RFP's), change orders or substitute materials and equipment proposed by Contractor(s) and take review action in CPMS. Provide independent cost estimates for change orders based on the RS Means method of cost estimating by using the most current RS Means publication, with the appropriate adjustments for the location cost factors and the applicable overhead and profit percentages. These cost estimates are due on or before a RFP is requested from a SAWS contractor.
9. Meet with governing authorities (as needed) to ensure cooperation and compliance with permit requirements. Provide and submit meeting minutes within three (3) days into CPMS.
10. Review monthly estimates and take review action in CPMS. Method of Payments on estimates submitted by the Contractor. Shall review changes or alterations to the design, provide recommendations and preparation of change order associated with these changes.
11. Perform in company with the Water System representative(s) a "conditional approval" and a "final observation of the SAWS work in conjunction with applicable Governmental Agency(ies) Final walk through to observe apparent defects in the completed construction with regards to conformance with design concept and intent of the Contract Documents. Assist the Water System in consultation and discussion with Contractor(s) concerning such deficiencies, and make recommendation as to replacement or correction of the defective work.

The Water System will require the Contractor to submit to the Consultant, who shall review and deliver to the Water System, manufacture's warranties or bonds on materials and equipment incorporated in the SAWS work for which such warranties or bonds were required by the specifications.

12. Develop, at the request of the Water System, any changes, alterations or modifications to the SAWS work which appear to be advisable and feasible and in the best interest of the Water System. The Consultant shall be cognizant that such change may affect one or more of the various utilities and every effort shall be made to avoid creating a conflict because of the change. Such alterations shall appear on or be attached to the applicable change order document. A supply of these forms will be furnished to the Consultant by the Water System for this purpose. At the direction of the Water System, the Consultant shall participate in the negotiations of the proposed alteration.

13. Respond to SAWS on issues with change orders designated as design deficiencies.
14. Prepare the "Final Change Order" recapitulations (over and under) of the SAWS work.

F. Close Out Phase:

The Consultant Shall:

1. After completion of the Work, and before final payment to the Contractor, it shall be the Water System's responsibility to obtain a set of "Red-Line Drawings" from the Contractor, who has control of the Work and who is in a position to know how the SAWS work was constructed. The Consultant, after receiving the Red-Line Drawings, shall create, in accordance with the requirements as provide under Section VII.G. of the Agreement, a set of "Record Drawings" digitally in ".DGN" (Microstation) format for the information supplied by the Contractor and/or Water System representative, and/or observations reasonably made by the Consultant during Consultant's site observations, for any subsequent reuse of such digitized information.
2. Adhere to SAWS CADD Standards for levels, weights, colors, and symbology must be followed. SAWS CADD Standards and As-Built requirements may be found on the SAWS webpage.
3. Transfer all water and sewer service measurements from inspector's field copies to the Change of Service form in Excel format and submit Excel file on CD with final plan of records.
4. Prior to providing the final "Record Drawings" digitally to the Water System, the Consultant shall submit a paper copy of the "Record Drawings" to the Water System for review and acceptance as to form.
5. If SAWS and the Consultant cannot come to an agreement on the "Record Drawings" after three (3) submittals, the Consultant shall meet with the Water System to discuss the discrepancies at no additional cost to the Water System. The parties will continue to work together to resolve any issues to SAWS satisfaction.
6. All submitted engineering drawings of proposed SAWS projects and SAWS Plan of Records drawings must include a single Overall Utility Plan in an electronic two dimensional (2D) CADD version along with the required hard copies.
7. An electronic CADD design of the Overall Utility Plan will be submitted at the bid phase followed by an updated electronic version of the Overall Utility Plan based on the As-Built submittal of Plan of Records at the completion of the project.
8. The final submittal shall be upload into CPMS and include the following items:
 - a. Final Invoice for professional services;
 - b. Scanned PDF's of the Record Drawings;
 - c. Hard Copies of Overall Utility Plan;

- d. Change of service form in Excel format on a CD.
 - e. Two to Three (1 for water and 1 for sewer and 1 for recycle if applicable) CDs containing scanned PDF's of the "Record Drawings";
 - f. Two to Three (1 for water and 1 for sewer and 1 for recycle if applicable) CDs containing overall Utility Plan in CADD format; and
 - g. Two to Three (1 for water and 1 for sewer and 1 for recycle if applicable) CDs containing "Record Drawings" in CADD format.
9. Surveying required for the SAWS work and by the contract will be based on Texas State Plane, South Central NAD 83(93) projection. All CADD drawings must be submitted in the Texas State Plane, South Central NAD 83(93) projection.
 10. The Consultant is required to provide at a minimum two (2) accurate x,y coordinates that are located at the beginning and end of the SAWS work.
 11. Measurements will be in English system units (i.e. inches, feet, miles, etc.).
 12. True North will be identified and depicted for map orientation.
 13. CADD Drawings shall be submitted preferably in Bentley Microstation (.DGN) version 7 or 8.

G. Design Phase for Projects over the Edwards Aquifer Recharge Zone:

The Consultant shall:

In regards to design services for projects over the Edwards Aquifer Recharge Zone, the Consultant shall perform the following as supplemental services in the Design, Bid and Construction Phases.

1. Meet with the Texas Commission on Environmental Quality (TCEQ) to verify that the proposed project is partially or completely within the Edwards Aquifer Recharge Zone (EARZ). If the project is within the EARZ, the Consultant shall determine requirements of the Sewage Collection System (SCS) plan or SCS Modification and will inform SAWS Project Engineer of these requirements through meeting minutes taken by Consultant.
2. Prepare SCS plan in accordance with 30 Texas Administrative Code (TAC) §213.5(c). SCS Plan shall include but not be limited to all required forms and attachments, geologic assessment, technical data, plans and specifications as detailed in or required by 30 TAC §213.5(c) and as required by applicable law.
3. Determine any variances to 30 TAC Chapter (Ch.) 213 or Ch. 217 that will be needed. As an example, these variances may relate to either the proposed design or the required testing. Any proposed variances shall be included in the SCS submittal package.
4. Submit the complete SCS submittal package to SAWS for review and comment. Comments shall be addressed by the Consultant to SAWS's satisfaction prior to beginning the submittal process to TCEQ.

5. Meet with TCEQ for an administrative review of the SCS plan and provide SAWS and TCEQ with a copy of meeting minutes. If needed, Consultant shall schedule a subsequent meeting with TCEQ to insure that the SCS plan is administratively complete.
6. Submit SCS plan to TCEQ for technical review along with any required review fee as determined by TCEQ. Currently, the submittal package requires one (1) original and five (5) copies. All comments from TCEQ will be addressed by Consultant within the timeframe required by TCEQ.

H. Other Supplemental Services that shall only be performed upon written authorization from Water System (As required, but not limited to):

The Consultant Shall:

1. Provide Survey Services, including but not limited to setting control points, stakes, and marks to establish lines, slopes, grades, centerlines and create cut sheets.
2. Potholes requested by SAWS.
3. Preparation of SCS Permit.
4. Geotechnical services, as needed, including but not limited to, foundation investigation, tunneling, soil borings, and any additional tests necessary to facilitate design and construction. Services to include identifying locations for soil borings, coordinate geotechnical investigations and field tie boring locations.
5. Metes and Bounds for SAWS Easements (permanent and temporary).
6. Design for temporary water main.
7. Traffic Control Plan outside the joint bidding entities Project Limits.
8. Additional Permits.

EXHIBIT III

SAWS STANDARD INSURANCE SPECIFICATIONS & 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) **Workers' Compensation (WC)** insurance that will protect the CONSULTANT, SAWS and the City from claims under statutory Workers' Compensation laws, disability laws or such other employee benefit laws and that will fulfill the requirements of the jurisdiction in which the work is to be performed.

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

This **line of insurance coverage** shall be endorsed to provide a **Waiver of Subrogation** in favor of SAWS and the City with respect to both this insurance coverage and the **Employers' Liability (EL)** insurance (as specified immediately below in section 1.a.2)).

- 2) **Employers' Liability (EL)** insurance (**Part 2** under the standard Workers' Compensation insurance policy) that will protect the CONSULTANT, SAWS and the City for damages because of bodily injury, sickness, disease of vendor's employees apart from that imposed by Workers' Compensation laws.

The EL line of insurance coverage shall have minimum policy limits of liability of not less than:

\$ 1,000,000.00	Bodily Injury by Accident
\$ 1,000,000.00	Bodily Injury by Disease – Each Employee
\$ 1,000,000.00	Bodily Injury by Disease - Policy Limit

- 3) **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** for both ongoing and completed operations; and
- To provide a **Waiver of Subrogation** in favor of SAWS and the City.

- 4) **Commercial/Business Automobile Liability (AL)** insurance that will protect the CONSULTANT, SAWS and the City from claims for damages arising out of the maintenance, operation, or use of any owned, non-owned or hired vehicles.

Minimum policy limits of liability for this line of insurance coverage for bodily injury and property damage combined shall be not less than \$1,000,000.00 per each occurrence.

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.

- 5) **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 five (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.5) 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. Additional Insured:

SAWS requires that the Automobile Liability ("AL") and the Commercial General Liability ("CGL") policies must be endorsed naming Certificate Holder (as per item 2.i. below) as an Additional Insured and, so noted in the DESCRIPTION OF OPERATIONS section of the Certificate;

Suggested wording to be placed on the Certificate is as follows: EITHER

use,

The AL and CGL policies include a blanket automatic Additional Insured endorsement that provides additional insured status to the Certificate Holder only when there is a written contract between the named Insured and the Certificate Holder that requires such status.

OR use,

The AL and CGL policies are endorsed naming the Certificate Holder as an Additional Insured.

NOTE: If the above wording cannot be placed in the DESCRIPTION OF OPERATIONS section of the Certificate, please provide SAWS with the completed Certificate, a copy of the specific AL

and CGL Additional Insured endorsement documents or the policy wording from both the AL and CGL policies.

g. Waiver of Subrogation:

SAWS requires that the AL, COL and Workers' Compensation/Employers' Liability ("WC/EL") policies must be endorsed with the Waiver of Subrogation in favor of Certificate Holder (as per item 2.i. below) and, so noted in the DESCRIPTION OF OPERATIONS section of the Certificate;

Suggested wording to be placed on the Certificate is as follows:

EITHER use,

The AL, CGL and WC/EL policies include a blanket, automatic Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the named Insured, the Certificate Holder that requires such status.

OR use,

The AL, CGL and WC/EL policies are endorsed with the Waiver of Subrogation in favor of the Certificate Holder.

NOTE: If the above wording cannot be placed in the DESCRIPTION OF OPERATIONS section of the Certificate, please provide SAWS with the completed Certificate, a copy of the specific AL, CGL and WC/EL Waiver of Subrogation endorsements documents or the policy wording from each of the AL, CGL and WC/EL policies.

- h. 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.
- i. **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 100085-
ZD Ref. # PS-
00065-01
Duluth, GA 30096**

** SAWS Contracting Official will include above the correct address, complete Ref# in tile 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.

j. **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 100085
ZD Ref. # PS-00065-01
Duluth, GA 30096**

b) By **E-Mail**: saws@ebix.com

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

2) Send Copy to the following:

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

k. 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 IV

**SAN ANTONIO WATER SYSTEM
PROFESSIONAL SERVICES CONTRACT
DESIGN SERVICES WORK ORDER REQUEST
AND PRODUCTION SCHEDULE**

CONSULTANT:

WORK ORDER NO:

PROJECT NAME:

SAWS PROJECT MGR:

SAWS PROJECT ENGR:

SAWS JOB NO.:

CATEGORY:

METHOD OF PAYMENT:

DATE OF REQUEST:

DESCRIPTION OF THE WORK REQUIRED:

(1) 40% Design Phase

(2) 70% Design Phase

(3) 95% Design Phase

(4) Bid Phase

(5) Construction Phase

(6) Closeout Phase

(7) Supplemental Services

PROJECT TIMELINE & SCHEDULE OF FEES FOR GOVERNMENTAL PROJECTS (by Phase):

40% Design Phase:	0	Days	\$	Lump Sum
70% Design Phase:	0	Days	\$	Lump Sum
95% Design Phase	0	Days	\$	Lump Sum
Bid Phase:	0	Days	\$	Lump Sum
Construction Phase:	0	Days	\$	Lump Sum
Closeout Phase:	0	Days	\$	Lump Sum
Supplemental Services:	0	Days	\$	Lump Sum
	0	Days	\$	

EXHIBIT V 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 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 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-Consultants performing work must be listed on the PCDF and the Background Screening Letter. Consultant 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. Consultant shall advise the SAWS Project Manager/Inspector of any employee terminations or changes to personnel performing work under this Agreement and the 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/Inspector and provide updated PCDF and Background Screening Letters, with copies to securitygroup@saws.org.

Consultant, its employees, and agents shall obtain a SAWS photo identification badge (Consultant'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, 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.

SAWS facilities 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 property. 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, Sub-Consultants and Consultants.

Consultant 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 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 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
- Ask any unidentified or improperly identified person or equipment to leave SAWS site immediately and not return until items are remedied.

EXHIBIT VI

CONSENT DECREE NOTICE PROVISION

The San Antonio Water System (“SAWS”), the United States of America and the State of Texas have entered into a Consent Decree in Civil Action No. 5:13-cv-00666, United States of America and State of Texas v. San Antonio Water System, in the United States District Court for the Western District of Texas, San Antonio Division (the “Consent Decree”). A copy of the Consent Decree is available at:

http://www.saws.org/infrastructure/epa/docs/20130723_SAWS_EPA_FinalDecree.pdf

Work performed pursuant to this contract is work that SAWS is required to perform pursuant to the terms of the Consent Decree. In the event of any conflict between the terms and provisions of this Consent Decree Notice Provision and any other terms and provisions of this Contract or the Contract Documents, the terms and provisions of this Consent Decree Notice Provision shall prevail.

Retention of documents.

Contractor shall retain and preserve all non-identical copies of all documents, reports, research, analytical or other data, records or other information of any kind or character (including documents, records, or other information in electronic form including, but not limited to e-mails) in its or its sub-contractors’ or agents’ possession or control, or that come into its or its sub-contractors’ or agents’ possession or control, and that relate in any manner to this contract, or the performance of any work described in this contract (the “Information”). This retention requirement shall apply regardless of any contrary corporate or institutional policy or procedure or legal requirement. Contractor, Contractor’s sub-contractors and agents shall retain and shall not destroy any of the Information until such time as Contractor has received written approval from the General Counsel of SAWS that the Information or any part of the Information may be destroyed. Contractor shall, within 30 days after receipt of a written request by SAWS, deliver the Information to SAWS. Contractor shall instruct and require its agents and sub-contractors performing any part of the work described in this contract to comply with the requirements of this paragraph.

EXHIBIT VII

LIST OF SUB-CONSULTANTS

Sub Consultant	Services to be Performed	Level of Participation
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SAMPLE CONTRACT

EXHIBIT VIII

TERM OF AGREEMENT AND TIME FRAME FOR DELIVERABLES

1. The Term of this Agreement shall commence upon [Date], and automatically expire on [Date], or upon the expenditure of all funds provided for in Exhibit I, whichever occurs first. Any Work Order authorized in writing through a notice to proceed prior to [Date] shall remain in effect until the completion of the Work Order and the Work Order shall survive the termination of the Agreement to the extent necessary to complete the Work Order. The terms and conditions of the Agreement shall continue to be applicable to the Work Order during any period in which a Work Order survives the termination of the Agreement.

2. Time Frame for Deliverables:
Each Work Order which, when accepted by the Water System, shall be incorporated into this agreement and become a part hereof.

EXHIBIT IX

NO BOYCOTTING ISRAEL VERIFICATION

Consultant agrees that it does not boycott Israel and will not do so during the term of this Contract. This provision is in compliance with §2270.001 of the Texas Government Code. SAWS agrees to comply with the United States and Texas Constitutions in consideration of whether to enforce this provision.

SAMPLE CONTRACT