



**SOLICITATION NO: PS-00151**  
**RELEASE DATE: June 7, 2023**

**REQUEST FOR QUALIFICATIONS**

**2023 Professional Electrical Engineering Services  
Work Order Contract**

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**Pre-Submittal Conference: June 15, 2023 – 1:00 p.m. (CDT)**

**Deadline: July 11, 2023 at 11:00 a.m. (CDT)**

**\*\*ELECTRONIC SUBMISSIONS ONLY\*\***

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## Project Information

### A. Objective

The San Antonio Water System (SAWS) is pursuing a Request for Qualifications (RFQ) for professional engineering services for the **2023 Professional Electrical Engineering Services Work Order Contract** ("Project"). Statements of Qualifications (SOQs) from interested firms (Respondents) are being accepted in connection with this Project, which will require the scope of services to be performed by qualified professional engineering firms (Consultants). The selected professional engineering firms shall provide electrical engineering services, which will entail engineering evaluations, studies, reports, preliminary engineering, design, bid, construction, start-up/commissioning, and overall project management services for the design and construction of the Project.

The anticipated services will include, but not limited to, project management and coordination, preliminary engineering, evaluations and recommendations, conceptual design of various building and process system improvements/rehabilitations, bid phase services, construction phase services, surveying, subsurface utility engineering, geotechnical investigation services, environmental/archeological services, permitting, scheduling, cost estimating, construction management, and other services as necessary. Engineering disciplines under this contract include electrical and may include civil, mechanical, structural, architectural, instrumentation and controls, and others on an "as needed" basis for the Project.

SAWS anticipates awarding one (1) work order type contract as a result of this RFQ.

The work order contract shall be for two (2) years with the option to extend the initial term for up to three (3) successive (1) year term extensions or until the available funds are exhausted.

### B. Scope of Services

The following includes the general scope of services needed for the work order contract identified under this RFQ. Refer to Attachment I – Project Charters and Maps for the work order description and scope. The extent and details of the scope of services needed for the Project will be negotiated after the selection of the Consultant.

The scope of work will include, but not be limited to, the following tasks:

#### 1. **30% Design Phase**

Upon the issuance of the Notice to Proceed (NTP), proceed with 30% Design activities, including but not necessarily limited to, the following. The Consultant(s) shall:

- Conduct site visits to become familiar with the project and surrounding area.
- Prepare meeting documents (sign-in sheet, meeting minutes, and agenda) and conduct a kick-off meeting with applicable SAWS Engineering, Treatment, Operations, Maintenance, Water Resources and Governmental Relations, Master Planning, etc. staff to gather most up-to-date data/information to be used for design.
- Conduct project kick-off meeting to introduce the design teams, set project objectives, expectations, standards, approach, schedule and lines of communications, and review the project Quality Management Plan (QMP).
- Conduct bi-weekly design progress and coordination meetings. The format for these meetings can be a phone call, virtual meeting (using WebEx or MS Teams), or in-person as required to ensure the successful implementation of the project. The meetings shall be intentional, action-driven, and efficient. Consultant shall provide an agenda, identify and follow up on action items, and provide meeting minutes.

- Gather all information (e.g., as-built documents, block maps, engineering reports, aerial images, laboratory reports, equipment shop drawings, operation and maintenance manuals, etc.) for the Project. Coordinate with SAWS and other utility providers as needed.
- Develop preliminary project schedule to include all design and construction milestones (30% Design, 60% Design, 90% Design, 100% Design and Bid, and Construction, As-builts and Closeout phases).
- Coordinate with SAWS to confirm new developments, land use, current projects in the vicinity, and other relevant information, as needed.
- Provide aerial imagery and 3D exhibits to support communication and decision making.
- Provide field sampling and/or coordinate field sampling with SAWS, as necessary.
- Provide necessary field survey services and site reconnaissance to develop schematic layouts and drawings in sufficient detail.
- Identify permanent and/or temporary construction easement acquisition needs required for construction and long-term operation of proposed infrastructure.
- Conduct utility coordination, as needed, to identify all potential conflicts with existing underground utilities.
- Determine if existing utility adjustment will be required to avoid conflicts with proposed water mains. Obtain invoices from utility companies for proposed adjustment of existing utilities and submit to SAWS.
- Meet and coordinate with CPS Energy (CPSE) to ensure that the site has adequate electrical power.
- Identify permitting agencies and key stakeholders, such as Federal, State and Local (e.g., City of San Antonio (COSA), Bexar County, Texas Commission on Environmental Quality (TCEQ), Texas Department of Transportation (TXDOT), and others as appropriate). Develop a plan for coordination of activities with the various stakeholders during the design, schedule coordination meetings, prepare for and lead coordination meetings, prepare agendas and meeting minutes and share with attendees. Ensure SAWS Engineering staff attend all coordination meetings with permitting and regulatory agencies.
- Update the design schedule.
- Prepare risk register, and update as necessary.
- Prepare a permit log including all required permits. Update the permit log as new information becomes available.
- Schedule and attend coordination meetings associated with the planning, data acquisition, or design of the project and coordinate project improvements with other governmental entities. Develop meeting minutes and share with attendees. Ensure SAWS Engineering staff attend all coordination meetings
- Identify key stakeholders for the project. Develop a plan for coordination of activities with stakeholders during the design. Schedule and attend coordination meetings. Prepare and lead coordination meetings. Prepare agendas and meeting minutes and share with attendees. Ensure SAWS Engineering staff attend all coordination meetings with key stakeholders.
- Perform a desktop review and analysis of existing geotechnical, environmental, and archeological features.
- Perform a detailed cost-benefit analysis for the design alternatives as necessary, and make a recommendation. The analysis shall include, but not be limited to, capital cost, annual operation and maintenance costs, and life cycle costs, advantages, disadvantages, useful life, maintenance requirements, operational requirements, health and safety considerations, environmental considerations, installation methods, and other critical factors. Take into consideration cost of materials, availability of qualified contractors in the project area, experience and qualifications of local Contractors related to proposed installation methods, System's ability to implement repairs in a timely manner, availability of equipment, parts, and appurtenances, etc.
- Develop electrical (ETAP) models, as necessary.
- Develop process (Biowin) and hydraulic (Visual Hydraulics) models.
- Develop Computational Fluid Mechanics (CFM) models, as necessary.
- Provide all engineering calculations.

- Determine Supervisory Control and Data Acquisition (SCADA) instrumentation and controls requirements.
- Determine security instrumentation requirements. Coordinate with SAWS for security requirements, including cameras.
- Prepare electrical layout drawings indicating electrical panel location.
- Establish final design layout and dimensions of proposed improvements for the “recommended alternative.”
- Conduct a preliminary evaluation of construction methods based on site visits and information collected and analyzed. Such construction methods may include, but not be limited to, construction in the vicinity of energized medium voltage overhead electrical power distribution lines, cast-in-place versus pre-cast building construction methods, etc.
- Prepare 30% Opinion of Probable Construction Costs (OPCC). Cost estimate shall be a Class 3 Estimate as described in the Association of the Advancement of Cost Engineering (AACE) Recommended Practice No. 17R-97 and 56R-08 or the latest editions. List/explain all assumptions, adjustment factors, and identify items driving cost.
- Develop project phasing/sequencing plan to address construction timing, construction methods, and other factors. Prepare preliminary construction schedule to include the anticipated construction milestones.
- Prepare a draft Preliminary Engineering Report (PER). The PER shall cover information, including but not be limited to project description, design criteria, modeling and analysis, alternative analysis, constructability analysis, proposed methods of construction, permitting requirements, recommended alternative, construction sequencing requirements, further investigation needs, overall project implementation schedule, OPCC, decisions and risk matrix, permits required, and other relevant information to be utilized as part of the design of the proposed work. Include preliminary engineering design schematics/plans and 3-D renderings to ensure better visualization of proposed improvements.
- Prepare for and conduct a 30% Design review workshop to elicit feedback from the various SAWS departments and make the necessary decisions to proceed with the design. The Consultant shall develop a PowerPoint presentation covering items listed above and others as needed. Prepare a summary of items identified and comments provided during the workshop and describe how those items will be addressed in subsequent design phases and ultimately incorporated into the Contract Documents. Document action items and pending decisions. Prepare meeting minutes and share with attendees. Provide responses to questions and comments provided by SAWS staff.
- Conduct a field walk-through meeting with SAWS Engineering and Treatment/Production Operations and Maintenance staff to obtain feedback from field staff, review design concepts, operation and maintenance requirements, equipment preferences, constructability, and identify potential project risks, and other necessary items. Prepare a summary of items identified and comments provided during the walk-through and describe how those items will be addressed in subsequent design phases and ultimately incorporated into the Contract Documents. Provide responses to questions and comments provided by SAWS staff.
- Address SAWS review comments.
- Prepare the final PER addressing all comments.
- Perform internal quality management including control and assurance prior to submitting design deliverables to SAWS in accordance with the QMP. Maintain these documents as part of the project records.

### **1.1 30% Design Phase Deliverables**

The following deliverables are anticipated for this phase of the projects:

- Draft 30% Design PER
- 30% Design OPCC
- Preliminary construction implementation schedule
- Response to 30% Design PER comments
- Final signed and sealed 30% Design PER

- 30% Design review workshop agenda, presentation, and meeting minutes
- 30% Design walkthrough meeting summary
- Meeting minutes from coordination meetings with stakeholders and permitting agencies, and coordination meetings with SAWS staff
- List of required easements
- Permit log
- Risk register
- Project schedule

## **2. 60% Design Phase**

Upon written authorization from SAWS, proceed with 60% Design activities including but not necessarily limited to the following. The Consultant(s) shall:

- Attend coordination meetings associated with the planning, data acquisition, or design of the project and coordinate project improvements with other governmental entities. Develop meeting minutes and share with attendees. Ensure SAWS Engineering staff attend all coordination meetings.
- Conduct site visits to review field conditions, validate survey information, and meet with landowners and/or local representatives as required to ensure feasibility and constructability of the project.
- Prepare draft Geotechnical Data Report (GDR) based on data collected during completion of the geotechnical investigations.
- Prepare draft Geotechnical Design Recommendations Letter based on data collected during completion of the geotechnical investigation.
- Finalize all process and hydraulic models.
- Determine final structure layout and section design by determination of critical elevations and dimensions.
- Determine final construction methods for proposed improvements.
- Develop schematic drawings of each structure as required. This includes hydraulic control structures, if applicable.
- Identify, design and draw plan view solution to utility conflicts to be relocated within the project.
- Preparation of 60% Design deliverables including:
  - Title page / cover page
  - Sheet index page
  - General notes pages
  - Quantities table
  - Existing and proposed easements
  - Project control maps including survey control points and benchmarks
  - Project layout sheets
  - Process flow diagrams
  - Civil design sheets: Site plan, yard piping, offsite piping, elevations, sections, drainage plan, grading, landscaping
  - Structural design sheets
  - Architectural design sheets
  - Mechanical design sheets
  - Electrical sheets: Site plan, electrical one-line diagrams, miscellaneous controls, SCADA sheets, instrumentation, security details, grounding, cable and conduit schedule, lighting, legend, panel layouts and schedule
  - Construction sequencing sheets
  - Contractor access and staging plan sheets
  - Abandonment plan sheets, as needed
  - Proposed temporary water service, temporary recycle water service, and bypass layout sheets
  - Plan and profile sheets
  - Utility relocations
  - Pavement replacement and/or surface restoration requirements

- Traffic control requirements
- Preliminary tree permit and tree protection details plan sheets
- List of standard details
- List of special project specific details.
- Prepare draft special technical specifications.
- Prepare draft special specifications and special provisions to SAWS standard specifications including SAWS, COSA, Bexar County, TCEQ, and TXDOT applicable specifications.
- Prepare draft supplemental conditions and special conditions to SAWS General Conditions.
- Develop a traffic control and phasing plan to be used for sequencing the project construction as required. Coordinate with the corresponding agency to ensure the proposed plan is acceptable.
- Develop strip map, and prepare plats and fields notes (PFNs) for permanent easements, temporary construction easements if required by the project. This may include provisions for construction access, material storage, and staging areas. Provide necessary support to SAWS during the easement acquisition process, as applicable.
- Update the permit log.
- Prepare tree survey and inventory by contacting COSA Arborist to coordinate preservation recommendations; prepare a Tree Preservation Plan; and, coordinate with the COSA Arborist Office for the tree permit application and associated fees.
- Prepare 60% Design OPCC. Estimate shall be a Class 2 Estimate as described in AACE Recommended Practice No. 17R-97 and 56R-08 or the latest editions. List/explain all assumptions, adjustment factors, and identify items driving cost.
- Update the risk register.
- Update the design schedule.
- Update the project phasing/sequencing plan to address construction timing, construction methods, and other factors. Prepare and submit the construction implementation schedule to include all anticipated construction milestones accordingly.
- Coordinate with vendors and suppliers for critical equipment and materials required for the project. Determine lead times for critical equipment and materials. Secure quotes from vendors and suppliers for critical equipment and materials.
- Ensure proposed construction duration is adequate based on feedback provided by vendors and suppliers for critical equipment and materials.
- Coordinate and reach out to qualified contractors. Provide information regarding the project and proposed timelines for construction of proposed improvements. Invite SAWS Engineering staff to participate in meetings with contractors.
- Submit draft 60% Design documents.
- Conduct a 60% Design review workshop to elicit feedback from the various SAWS departments and make the necessary decisions to proceed with the design. Items to be covered during the workshop, at a minimum, include proposed methods of construction, alignment, permanent and temporary easements, permits, design conditions, unique project challenges, archaeological and environmental items, temporary water, traffic plan and coordination requirements, and other items having a potential schedule and/or financial impact to the project. Develop a PowerPoint presentation covering items listed above and others as needed. Prepare a summary of items identified and comments provided during the workshop and describe how those items will be addressed in subsequent design phases and ultimately incorporated into the Contract Documents. Prepare meetings minutes and share with attendees.
- Conduct a plans-in-hand field walk-through meeting with SAWS Engineering and Construction and Inspections staff to review plans, proposed project alignment, constructability, adequacy of proposed easements, impact to property owners, identify potential project risks, and other necessary items. Prepare a summary of items identified and comments provided during the walk-through and describe how those items will be addressed in the Contract Documents.
- Address SAWS review comments.
- Perform internal quality management including control and assurance prior to submitting work products and design deliverables to SAWS in accordance with the QMP. Maintain these documents as part of the project records.

## **2.1 60% Design Phase Deliverables**

The following deliverables are anticipated for this phase of the Project:

- 60% Design deliverables (plans and specifications)
- 60% Design OPCC
- Updated construction implementation schedule
- Response to 60% Design comments
- 60% Design review workshop presentation and meeting minutes
- 60% Design walkthrough meeting summary
- Draft GDR
- Draft GDR Letter
- SUE deliverables
- Meeting minutes from coordination meetings with stakeholders and permitting agencies, and coordination meetings with SAWS staff, design review workshop
- PFNs for all temporary construction easements, permanent easements, and land acquisition, if applicable.
- Updated permit log
- Updated risk register
- Updated project schedule

## **3. 90% Design Phase**

Upon written authorization from SAWS, proceed with 90% Design activities including but not necessarily limited to the following. The Consultant(s) shall:

- Attend coordination meetings associated with the planning, data acquisition, or design of the Project and coordinate improvements with other governmental entities. Develop meeting minutes and share with attendees. Ensure SAWS Engineering staff attend all coordination meetings.
- 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. Ensure SAWS Engineering staff attend all coordination meetings.
- Conduct site visits to review field conditions, validate survey information, and meet with landowners and/or local representatives as required to ensure feasibility and constructability of the project.
- Attend public meetings and meet with SAWS staff as deemed necessary. Develop meetings minutes and distribute to attendees.
- Prepare final GDR, and final GDR Letter.
- Preparation of 90% Design deliverables including:
  - Title page / cover page
  - Sheet index page
  - General notes pages
  - Quantities table sheet
  - Existing and proposed easements
  - Project control maps including survey control points and benchmarks
  - Project layout sheets
  - Process flow diagrams
  - Civil design sheets: Site plan, yard piping, offsite piping, elevations, sections, drainage plan, grading, landscaping
  - Structural design sheets
  - Architectural design sheets
  - Mechanical design sheets
  - Electrical sheets: Site plan, electrical one-line diagrams, miscellaneous controls, SCADA sheets, instrumentation, security details, grounding, cable and conduit schedule, lighting, legend, panel layouts and schedule
  - Construction sequencing sheets



- Security fence, cameras, lighting
- Overflow drainage structure details, altitude valve piping
- Contractor access and staging plan sheets
- Abandonment plan sheets, as needed
- Proposed temporary water service, temporary recycle water service, and bypass layout sheets
- Plan and profile drawings
- Storm water report, geologic assessment
- Utility relocations
- Pavement replacement and/or surface restoration requirements
- Traffic control requirements
- Tree permit and tree protection details plan sheets
- List of standard technical details
- List of special project specific details
- Prepare final special technical specifications required for the project.
- Prepare final special provisions to SAWS, COSA, Bexar County, and TXDOT applicable standard specifications.
- Prepare final supplemental conditions and special conditions to SAWS General Conditions.
- Develop a traffic control and phasing plan to be used for sequencing the project construction as required. Coordinate with the corresponding agency to ensure the proposed plan is acceptable.
- Finalize Tree Preservation Plan and coordinate with the COSA Arborist Office for the tree permit application and associated fees.
- Finalize easement documents and requirements.
- Update the permit log.
- Prepare and/or finalize project permits and regulatory requirements.
- Coordinate with corresponding agency and finalize pavement replacement limits to be included in the Contract Documents.
- Prepare 90% Design OPCC. Estimate shall be a Class 1 Estimate as described in AACE Recommended Practice No. 17R-97 and 56R-08 or the latest editions. List/explain all assumptions, adjustment factors, and identify items driving cost.
- Update the risk register.
- Update the design schedule.
- Update the project phasing/sequencing plan to address construction timing, construction methods, and other factors. Prepare and submit the construction implementation schedule to include all anticipated construction milestones accordingly.
- Provide constructability review.
- Provide calculations and supplemental information when requested for document clarity.
- Provide a draft spare parts list for all equipment procured as part of the project. Include the list as part of the Contract Documents.
- Develop a draft list of critical submittals for equipment and materials that have long lead times or are experiencing price volatility. Include the list as part of the Contract Documents.
- Develop a draft list of approved vendors for critical equipment and materials.
- Coordinate with vendors and suppliers for critical equipment and materials required for the project. Determine lead times for critical equipment and materials. Secure quotes from vendors and suppliers for critical equipment and materials.
- Ensure proposed construction duration is adequate based on feedback provided by vendors and suppliers for critical equipment and materials.
- Coordinate and reach out to qualified contractors. Provide information regarding the project and proposed timelines for construction of proposed improvements. Invite SAWS Engineering staff to participate in meetings with contractors.
- Submit draft 90% Design documents.
- Prepare for and conduct a 90% Design Phase review workshop to elicit feedback from the various SAWS departments and make the necessary decisions to proceed with the design. Items to be covered during the workshop, at a minimum, include proposed methods of construction, alignment, permanent and temporary easements, design conditions, unique project challenges, traffic plan and coordination requirements, and other items having a

- potential schedule and/or financial impact to the project. Develop a PowerPoint presentation covering items listed above and others as needed.
- Prepare for and conduct a 90% Design Phase review workshop to elicit feedback from the various SAWS departments and make the necessary decisions to proceed with the design. Items to be covered during the workshop, at a minimum, will include proposed methods of construction, design concepts and conditions, unique project challenges, and other items having a potential schedule and/or financial impact to the project. Develop a PowerPoint presentation covering items listed above and others as needed. Prepare a summary of items identified and comments provided during the workshop and describe how those items will be addressed in subsequent design phases and ultimately incorporated into the Contract Documents. Prepare meetings minutes and share with attendees.
  - Address SAWS review comments.
  - Perform internal quality management including control and assurance prior to submitting work products and design deliverables to SAWS in accordance with the QMP. Maintain these documents as part of the project records.
  - Coordinate with SAWS Engineering staff regarding the procurement method for the project. If construction value is over \$10 million, the project will be procured using the Request for Competitive Sealed Proposals (RFCSP) method.

### **3.1 90% Design Phase Deliverables**

The following deliverables are anticipated for this phase of the Project:

- 90% Design deliverables (plans and draft specifications)
- 90% Design OPCC
- Updated construction implementation schedule
- 90% Design review workshop presentation, and meeting minutes
- 90% Design walkthrough meeting summary
- Response to 90% Design comments
- Final GDR
- Final GDR Letter
- Meeting minutes from coordination meetings with stakeholders and permitting agencies
- Draft list of spare parts
- Draft list of critical submittals
- Draft list of approved vendors for critical equipment and materials
- Updated permit log
- Updated risk register
- Updated project schedule

## **4. 100% Design and Bid Phase**

Upon written authorization from SAWS, proceed with 100% Design and Bid activities including but not necessarily limited to the following. The Consultant(s) shall:

- Coordinate with SAWS Engineering in preparation of project advertisement. Obtain the latest version of the front-end documents prior to compiling the draft set of Contract Documents. Review the draft set of Contract Documents prior to submission for SAWS review.
- Address SAWS review comments.
- Update design schedule.
- Update permit log. Finalize the permits and regulatory requirements.
- Update risk register.
- Provide the final signed and sealed set of Contract Documents for project advertisement.
- Provide a final list of spare parts for all equipment procured as part of the project.
- Provide a final list of critical submittals for equipment and materials that have long lead times or are experiencing price volatility. Include the list as part of the Contract Documents. Require contractor to prepare these submittals in a timely manner and include the items on the construction baseline schedule.

- Provide a final list of approved vendors for critical equipment and materials.
- Prepare final 100% Design OPCC (prior to bidding). Estimate shall be a Class 1 Estimate as described in AACE Recommended Practice No. 17R-97 and 56R-08 or the latest editions. List/explain all assumptions, adjustment factors, and identify items driving cost. Work with SAWS and SAWS Independent Cost Estimator to verify and address comments related to the estimate.
- Meet with SAWS to review the OPCC, and recommend a Budget Estimate to be used in advertising the project.
- Submit a list of contractors that may be interested in bidding the project. Schedule and meet with these contractors.
- Prepare final construction implementation schedule.
- Prepare presentation for Pre-Bid meeting highlighting the key aspects of the project, and present at the meeting.
- Attend bid opening.
- Prepare addenda.
- Update the final 100% Design OPCC (prior to bid opening). Estimate shall be a Class 1 Estimate as described in AACE Recommended Practice No. 17R-97 and 56R-08 or the latest editions. List/explain all assumptions, adjustment factors, and identify items driving cost. Work with SAWS to revise the 100% Design OPCC to reflect the most current market conditions (adjusted to reflect conditions at the construction mid point).
- Review and evaluate bids including performing verification of Contractor's qualifications and references.
- Prepare the Engineer's letter of recommendation for the low responsible bidder.
- Perform internal quality management including control and assurance prior to submitting work products and design deliverables to SAWS in accordance with the QMP. Maintain these documents as part of the project records.
- Provide a certified statement in letter format signed by a Principal of the Consultant Firm at 100% Design Phase that verifies compliance with the QMP for all phases of the project. Project cannot proceed to bidding phase without this letter statement. Statement letter must also address project's design substantial compliance with all the applicable TCEQ rules including 30 TAC Chapter 290 and 217 (Design Criteria for Domestic Water and Wastewater Systems). If project was submitted to TCEQ for review, then a copy of TCEQ approval letter shall be attached to this form.

#### **4.1 100% Design and Bid Phase Deliverables**

The following deliverables are anticipated for this phase of the project:

- 100% Design and bid deliverables (plans and specifications)
- 100% Design OPCC (prior to bidding)
- Recommended Budget Estimate
- Updated 100% Design OPCC (prior to bid opening)
- Construction implementation schedule
- Meeting minutes from coordination meetings with stakeholders and permitting agencies
- Final list of spare parts
- Final list of critical submittals
- Final list of approved vendors for critical equipment and materials
- Updated permit log
- Updated risk register
- Updated project schedule
- Letter signed by a Principal certifying that 100% Contract Documents are in substantial compliance with the QMP for all phases of the project as well as applicable TCEQ rules
- Contractor meeting summary
- Presentation for Pre-Bid or Pre-Proposal meetings
- Addenda
- Engineer's letter of recommendation for the lowest responsible bidder or best value proposal.

- Document (Cost Variance Memorandum – if bids/price and OPCC differ by more than 25%, summarizing the differences between the OPCC and the bid/price proposal, if required)

## **5. Construction, As-builts and Closeout Phase**

Upon written authorization from SAWS, proceed with Construction Phase activities including but not necessarily limited to the following. The Consultant(s) shall:

- Provide conformed drawings. Provide a copy of conformed drawings in .pdf electronic format and upload to SAWS Contract and Project Management System (CPMS).
- Prepare meeting agenda for Pre-Construction meeting; participate in Pre-Construction meeting, and develop meeting minutes.
- Attend and conduct monthly construction progress meetings. Prepare meeting agenda, go over status of submittals, Requests for Information (RFIs), Requests for Proposal (RFPs), and Change Orders (COs), construction progress since previous meeting, planned activities, updated construction schedule, administrative items, coordination items, and others as needed. Prepare meeting minutes for construction progress meetings.
- Conduct periodic visits, at agreed-upon intervals, to the project site by the design professionals to generally review the progress, nature and quality of the work being performed by the Contractor. Document site visits by documenting observations and submitting a brief report of each site visit to SAWS. Upload site visit reports to CPMS.
- Review Contractor's monthly payment applications including construction estimates, project schedule, and redlines. Make recommendations for payment. The payment applications shall include quantities, invoices, materials on hand, an updated project schedule, and redlines for the work completed to date. Review changes or alterations to the design, provide recommendations and support preparation of change orders associated with these changes.
- Review updated construction schedule provided by the contractor on a monthly basis. Compared updated schedule to baseline construction schedule. Identify schedule activities that were added to the schedule or differ in scope, duration, activity name, activity ID, and/or schedule logic from previous versions of the schedule. Bring up those items for discussion during construction progress meetings. Compare schedule with field activities observed during site visits that have taken place to ensure that the schedule has been updated accurately. Also verify that planned activities are taking place in a timely manner (e.g., 4-week look ahead summary provided by contractor). Identify and discuss activities in the schedule that appear to have unrealistic durations and could result in future delay claims. Ensure that Change Orders are incorporated and accurately reflected in the monthly schedule updates.
- Review and evaluate, in a timely manner, all shop drawings and submittals provided by the Contractor for compliance with design concepts.
- Review and evaluate, in a timely manner, all Requests for Information (RFIs) submitted by the Contractor.
- Support development of Requests for Proposals (RFPs) and support change order negotiation process including preparation of independent cost estimates (ICEs) using RS Means.
- Review submittals, laboratory, shop and mill test, and Operation and Maintenance (O&M) manuals for compliance with the design concepts as necessary to provide recommendations and approvals.
- Provide field and special inspections meeting International Building Code (IBC) Chapter 17 requirements and start-up/commissioning services during construction on an as-needed (or part-time/full-time) basis.
- Provide laboratory and field-testing services during construction meeting IBC Chapter 17 requirements.
- Meet with governing authorities, as needed, to ensure cooperation and compliance with permit requirements.
- Meet with the public and other stakeholders, as needed, to ensure cooperation and compliance with Contract Documents and minimize potential impact to stakeholders.
- Coordinate construction layout requirements with the Contractor and SAWS Inspector.
- Observe and assist in performance tests and initial operations of the project.
- Provide start-up and commissioning services during construction, if applicable.

- Conduct a final inspection of the project limits once completed, keep record of deficiencies, and report on the completion of the project.
- Conduct a substantial completion inspection, and prepare a “punch-list” of items.
- Conduct a final completion inspection, and report on the completion of the project.
- Prepare the Final Change Order (overs and unders) Recapitulation of the Project in conjunction with the final payment application request.
- Prepare Record Drawings of the constructed project based on change order revisions and as-built information provided by the Contractor.
- Provide SAWS with one (1) set of Record Drawings in .pdf and .dgn or .dwg electronic format.
- Respond to SAWS on issues with Change Orders designated as potential design deficiencies.
- Perform internal quality management including control and assurance in accordance with the QMP. Maintain these documents as part of the project records.

## **6. Field Investigations**

Upon written authorization from SAWS, proceed with field investigations and associated activities including but not necessarily limited to the following. The Consultant(s) shall:

- Perform a desktop review and analysis of existing geotechnical, environmental, and archeological features, if any. Recommend additional required field investigation as required, to include topographic survey, subsurface utility engineering (SUE), environmental soil sampling, and other field investigations, as needed.
- Complete field investigations as needed to complete design of proposed improvements.
- Conduct utility coordination and locates. Identify additional utilities to be located by subsurface utility engineering for the “recommended alternative.”
- Locate and/or acquire mapping of the project area and develop a digital base map of the project area incorporating aerial photography, topography, etc.
- Obtain all available mapping of underground or overhead utilities in the project area and incorporate utility information into the base map. Collect all available information concerning the existing and proposed facilities in the project area, including but not limited to existing water / sewer / recycle water pipelines, communications/fiber optics, gas, electric, drainage facilities, traffic signals, etc. Determine site constraints and special permitting requirements.
- Perform internal quality management including control and assurance prior to submitting design deliverables to SAWS in accordance with the QMP. Maintain these documents as part of the project records.

### **6.1 Topographic Survey**

- Perform topographical survey for the “recommended alternative.” Establish a horizontal and vertical control network to encompass the project limits. Horizontal datum to be based on the Texas State Plan coordinate system, South Central Zone, NAD 83 projection. The vertical datum shall comply with NAVD 88 datum. Survey shall identify contours, benchmarks, bores, topographic features, utilities, drainage structures, existing easements and other items and shall field tie all existing water main within the project limits and all surface features along the project route impacting design or construction of the Project, ground profiles and pavement replacement areas necessary for development of profiles and details.
- Review the survey data and deliverables prepared in accordance with the guidelines listed below to ensure the scope of work prepared for SAWS clearly identifies the category or categories of service to be performed based on the Project scope. Work products shall conform to the tolerances associated with the category of service provided. The latest version of the following documents shall be used as survey references and guidelines:
  - Texas Board of Professional Land Surveyors (TBPLS) Practices Act and General Rules, Procedures and Practices.
  - Texas Society of Professional Surveyors (TSPS) Manual of Practice for Land Surveying in the State of Texas.
    - i. City of San Antonio Design Guidance Manual – Section 3 Surveying and Mapping and applicable appendices.

## **6.2 Geotechnical Investigation**

- Tailor geotechnical investigation to the type of construction, anticipated geology, and the project schedule and budget. Coordinate with SAWS Engineering staff regarding geotechnical investigation needs for the project.
- Consultant shall recommend location, depth, and number of geotechnical bores to be completed in support of design for proposed improvements. Consultant shall provide an exhibit showing location of proposed geotechnical bores.
- Conduct geotechnical investigations as required to complete design. Geotechnical deliverables shall be provided in two separate reports: i) Geotechnical Data Report (GDR), and ii) Geotechnical Design Recommendation Letter. Ensure geotechnical design recommendations are incorporated into the design and Contract Documents. The draft GDR and Geotechnical Design Recommendations Letter shall be submitted as part of the 60% Design deliverables. The final GDR and Geotechnical Design Recommendations Letter shall be submitted as part of the 90% Design deliverables. The report(s) and the letter shall be prepared by a licensed professional engineer in the State of Texas.
  - GDR  
This report is to be used to accompany bid documents that are released to prospective construction contractors. The GDR shall include the following:
    - i. Soil boring plan that depicts borehole locations on a base map,
    - ii. Soil boring logs with soil classifications based on the Unified Soil Classification System (ASTM D 2487),
    - iii. Generalized site stratigraphy developed from field and laboratory data at the explored locations, and
    - iv. Depth where groundwater was encountered during drilling.

## **6.3 Subsurface Utility Engineering (SUE)**

- Tailor subsurface utility engineering (SUE) to the type of construction, project complexity, project schedule and budget. Coordinate with SAWS Engineering staff regarding SUE needs for the project.
- Consultant shall recommend location, depth, and number of potholes (various types) to be completed in support of design for proposed improvements. Consultant shall provide an exhibit showing location of proposed potholes.
- Consultant shall show all known utilities on the plans. Consultant shall provide sufficient information to the contractor to prevent conflicts with existing utilities.
- Conduct SUE activities as required to complete design.

## **6.4 Other Field Investigations**

- Tailor other field investigations (e.g., environmental, soil sampling and analysis, etc.) to the type of construction, project complexity, project schedule and budget. Coordinate with SAWS Engineering staff regarding additional field investigation needs for the project.
- Conduct field investigation activities as required to complete design. Prepare reports summarizing results of field investigation, as needed.

## **C. Additional Requirements**

1. Pursuant to Texas Government Code §552.372, if the contract amount of the Agreement with the selected firm(s) is at least \$1 million or through Amendment at a later date meets this threshold, the selected Respondent will be required to preserve all contracting information, as defined by §552.003, related to the Agreement for the duration of the Agreement and will be required to promptly provide SAWS with any such contracting information in its custody or possession upon SAWS' request. And, upon the completion of the Agreement will be required to either provide all such contracting information related to the Agreement at no cost to SAWS or preserve such contracting information related to the Agreement per the records retention requirements applicable to SAWS. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement, and the consultant agrees that the Agreement

can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

2. Respondent's team shall include a Professional Engineer(s) licensed in the State of Texas to perform the design for the project.

D. Estimated Timeline

|                                  |  |
|----------------------------------|--|
| June 7, 2023 .....               | RFQ Released                           |
| June 15, 2023 at 1:00 p.m. ....  | Non-Mandatory Pre-Submittal Conference |
| June 23, 2023 by 4:00 p.m.....   | Receipt of Written Questions Due       |
| June 29, 2023 by 4:00 p.m.....   | Q & A Posted to Website                |
| July 11, 2023 by 11:00 a.m. .... | Proposals Due                          |
| July / August 2023.....          | Proposals Evaluated                    |
| August 2023.....                 | Interviews, if necessary               |
| September 2023.....              | SAWS Board Consideration and Award     |
| September 2023.....              | Non-Selection Notices mailed           |
| September .....                  | 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.
4. Key Team Members
  - a. During the evaluation period and up until award, if there is a change to any of the key team members identified on Respondent's organizational chart, Respondent shall notify the SAWS' point of contact identified in this RFQ, in writing as soon as possible regardless of whether it is the prime consultant's employee or an employee of a subconsultant. At SAWS sole discretion, SAWS may allow the Respondent to replace the key team member with an alternate member who possesses equal or better qualifications and experience.
  - b. As outlined in SAWS' Ethics Policy, a former SAWS employee may not serve in a lead role as a key team member and may not participate in the negotiation of the contract for a period of two (2) years from termination of employment from SAWS. Failure to adhere to this policy may result in the Respondent's proposal being found non-responsive or a reduction in points during the technical scoring of the proposal.

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.

|  |         |
|--|---------|
| Team Experience and Qualifications .....               | 30 pts  |
| Similar Project and Past Performance .....             | 25 pts  |
| Project Understanding and Approach .....               | 30 pts  |
| Small, Minority and Woman-Owned Business (SMWB)        |         |
| Participation (Exhibit B Good Faith Effort Plan) ..... | 15 pts  |
| TOTAL .....  | 100 pts |

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:

June 15, 2023  
 1:00 p.m. Central Daylight Time (CDT)  
<https://saws.webex.com>  
 Meeting Number (access code):  
<https://saws.webex.com/saws/j.php?MTID=m01d1f5c19c2f09eb3acc0f75ea8b3583>  
 Meeting number: 2494 616 6122  
 Meeting Password: PS-00151  
 Audio Connection: (210) 233-2090

2. Respondent may contact Stella Manzello via email at [Stella.Manzello@saws.org](mailto:Stella.Manzello@saws.org) if directions to the location are needed.



3. Attendance is encouraged in order for the proposed Respondent to gain a better understanding of the project and ask relevant questions.
4. 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.

#### 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:

Stella Manzello  
Contract Administration Department  
San Antonio Water System  
Email: [Stella.Manzello@saws.org](mailto:Stella.Manzello@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. SMWB Questions

1. Respondents and/or their agents may contact the SMWB Program Manager at 210-233-3420 for assistance or clarification with issues specifically related to the Small, Minority, Woman-Owned Business (SMWB) 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](http://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 solicitation title.
2. For questions regarding this solicitation or if the website does not provide sufficient information, please call Stella Manzello, Contract Administrator at 210-233-3854 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 transmission issues. If you believe there is an issue, please contact Stella Manzello, Contract Administrator at 210-233-3854 for assistance before the due date deadline.

#### B. Submission – **\*\*\*Electronic Submittals Accepted Only\*\*\***

1. Address a PDF of your submittal to [contracting@saws.org](mailto:contracting@saws.org). Entitle the subject line of the submission email with “**PS-00151 – 2023 Professional Electrical Engineering Services Work Order Contract - RFQ Response**” and name of Respondent. If any hard copy proposals are submitted in error, they will not be evaluated for consideration. The file size limitation for submission is 10MB. Only one (1) file with all required response information shall be submitted. A brief e-mail response will be provided to acknowledge receipt of your submission. Pages

requiring signatures shall be scanned or electronically signed. The submission shall be tabbed and “bookmarked” in PDF to match the response format indicated further in this solicitation. The entire submission shall be in searchable PDF format.

2. SAWS will not be responsible for slow or delayed electronic submissions that do not reach the intended recipient within the designated timeframe regardless of whether it is caused by, but not limited to, the World Wide Web, internet service provider (ISP), third party system, firewalls or infrastructure.
3. Responses are limited to a maximum of **twenty-one (21) pages** per proposal, including the Attachment III - Evaluation Criteria Forms. Required forms do not count toward the page limit. Required forms are the Submittal Response Checklist, Respondent Questionnaire, W-9 form, Insurance requirements, Good Faith Effort Plan, SCTRCA Certificates and the Conflict of Interest Questionnaire. The cover page and tabs do not count towards the page limit. Number each page starting with the cover letter, including texts, charts, tables and graphic images.
4. Brochures, visual or other presentations, artwork and marketing information beyond those sufficient to present a complete and effective proposal are neither necessary nor desired.
5. Responses should be clear, concise, and complete. They should be submitted using an 8 ½” by 11” portrait format. No 11” by 17” is permitted.
6. 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.
7. 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 Experience and Qualifications

Respondent shall respond using the format indicated in the table located in Attachment II – Evaluation Criteria Details and Requirements. For those portions that require the Evaluation Criteria Form, see Attachment III, which is also available as a Word document on the SAWS website.

5. Similar Projects and Past Performance

Respondent shall respond using the format indicated in the table located in Attachment II – Evaluation Criteria Details and Requirements. For those portions that require the Evaluation Criteria Form, see Attachment III, which is also available as a Word document on the SAWS website.

6. Project Understanding and Approach

Respondent shall respond using the format indicated in the table located in Attachment II – Evaluation Criteria Details and Requirements.

**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 or provide a letter from the insurance agent indicating the required coverage can be obtained. Respondent should review the SAWS website for instructions on how to prepare the certificate of insurance at the following link:

[http://www.saws.org/business\\_center/contractsol/forms.cfm](http://www.saws.org/business_center/contractsol/forms.cfm)

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 SMWBs

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, and Woman-owned Business (SMWB) Policy to establish and oversee a program that will support the inclusion of local SMWBs. It is the policy of SAWS that it will ensure that local SMWBs 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 SMWB good faith efforts are considered for contract awards.
1. Respondent's commitment to SAWS SMWB policy will be based on meeting or exceeding the stated mandatory SMWB goal. The SMWB goal is based on the availability of local Minority and Woman-owned Business Enterprises for the specific scopes of work associated with this contract.

Please note that as of 1/1/2023, an updated SMWB Policy and scoring methodology are being implemented by San Antonio Water System. **The maximum number of Small, Minority, and Woman-owned Business (SMWB) points to be earned is 15 points.** Self-performance of the Respondent and Subconsulting may be used to achieve the aspirational goals and earn points. **SMWB Respondents and/or Subconsultants must be certified by the South Central Texas Regional Certification Agency or the Texas Historically Underutilized Business "HUB" Program. Eligible firms (including MBEs and WBEs) must be certified as a Small Business Enterprise (SBE), must perform a commercially-useful function on the project, and must have an established place of business in the Relevant Marketplace 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 meeting or exceeding the stated mandatory SMWB goal. Failure to meet the mandatory goal will not result in disqualification if proof of Good Faith Outreach Efforts are included with the Respondent's submittal. However, non-attainment of the mandatory SMWB goal will result in the inability to earn SMWB points. Respondents that do not provide proof of Good Faith Outreach Efforts on the solicitation due date and time may be disqualified.

- a. SMWB SCORING METHOD: 15 Points (by percentage) for meeting or exceeding the stated mandatory SMWB goal.
  - b. **Optional:** Prior Subconsultant utilization and non-compliance with SMWB goals may be considered when totaling the SMWB score. The decision to deduct SMWB points will be based upon data for the past 2 years from the Subcontractor Payment & Utilization Reporting (SPUR) System. This applies to SMWB and Non-SMWB Prime Consultants' utilization of their SMWB subconsultants. 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 subconsultants 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
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 subconsulted or anticipates to subconsult, 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 subconsultant contracts to SMWBs to the fullest extent possible.
  5. The SAWS GFEP will be used for scoring purposes based upon SMWB participation. However, **all subconsultants and/or suppliers, whether SMWB-certified or not, must be listed in the GFEP.** The information provided in the GFEP will be used to develop 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 submittal may be considered non-responsive.

6. Notices to firms contacted by the proposer for specific scopes of work identified for subconsulting/supply opportunities must be provided to sub-consultant/supplier **not less than five (5) business days prior to the solicitation due date.**

7. SOLICITATION METHOD(S) UTILIZED FOR GOOD FAITH OUTREACH:

At least two methods of solicitation are required, and the approved method(s) to be utilized for the solicitation are listed below. Copies of the actual postings, direct contact email/phone log, etc. must be attached to this form as supporting documentation for each method used. Failure to adequately follow these steps will result in the requirement to take additional steps in order to become compliant.

- Newspaper Advertisements
- Meetings or Conferences
- Trade Association Publications
- Minority Media
- Internet & Web Postings Other Government Publications
- Direct Contact by Phone, Fax, USPS Mail, or Email\*

\*If using direct contact, entities must solicit to a minimum of 3 SMWB businesses/firms for each scope of work that Respondent intends to engage a subconsultant for (i.e., construction, supplies, equipment, or services).

8. The successful Respondent is required to electronically submit actual 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. Payment reporting will begin with the first SAWS payment for services under the contract, and with every payment thereafter (for the duration of the 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 be accessed through the following internet address: <https://saws.smwbe.com/>

Training on the use of the system will be provided by SAWS upon request. After the prime receives payment from SAWS, electronic submittals will require data entry of the actual amount paid to each subcontractor listed on the Contractor's Good Faith Effort Plan. Any unjustified failure to comply with the committed SWMB levels may be considered breach of contract.

If there is not an opportunity to subcontract any components of the contract, then use of the S.P.U.R. System is not applicable.

9. Please contact the SMWB Program Manager at 210-233-3420 or [marisol.robles@saws.org](mailto:marisol.robles@saws.org) for any questions pertaining to the Good Faith Effort Plan, the SMWB Program, or S.P.U.R. System reporting

- 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](http://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.

## VI. Requests for Feedback

Respondents that are 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 its Contract and 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, an 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](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-Consultants 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:  
<https://www.saws.org/about-saws/code-of-ethical-standards/>
- I. To report suspected ethics violations impacting the San Antonio Water System, please call 1-800-687-1918.

**Attachment I  
Project Charters and Maps**

## **2023 Professional Electrical Engineering Services Work Order Contract**

Date: June 2023

### **Project Necessity**

San Antonio Water System (SAWS) periodically has a need for electrical engineering type of services for small projects at its treatment facilities. These projects, often urgent, tend to last a relatively short period of time whereas the scope of work can be successfully completed within one year or less. Other core service areas at SAWS may also require the use of this contract.

### **Project Scope**

This Work Order Contract will fund projects and associated design services to help evaluate, rehabilitate, improve/upgrade, modify, add/demolish, and replace facilities and equipment associated with the wastewater treatment facilities. The projects, in general terms, will include design of electrical power systems for treatment facilities. Required experience also includes designing treatment facility electrical power distribution system rated 13.2kV and below and performing the necessary studies in-house to specify such systems. The scope of work may include, but is not limited to, potholing and subsurface utility investigation, permit application assistance, coordination with other utilities, agencies and consultants, preparation of cost estimates, preliminary engineering reports, design plans and specifications as requested by SAWS. Typical treatment facilities include lift stations, sludge pump stations, filter buildings, recycled water pump stations, odor control stations, and other types of process areas throughout the treatment plants.

Projects under this Work Order Contract vary in size and location and may require the solicitation of contractor construction services on an urgent basis. The projects will be on an "as-needed" basis, and the scope of the work will depend on the nature of each individual task/project assignment. A work order will be issued upon identification of a project and determination of its scope and schedule.

### **Schedule**

| <b>Event</b>             | <b>Date</b>                |
|--------------------------|----------------------------|
| <b>Start Design</b>      | September 2023             |
| <b>Advertise for bid</b> | TBD per Work Order Project |
| <b>Board Award</b>       | TBD per Work Order Project |
| <b>NTP Construction</b>  | TBD per Work Order Project |

### **Cost Forecast**

| <b>Project Cost Center</b>  | <b>Cost Forecast</b>          |
|-----------------------------|-------------------------------|
| <b>Land Acquisition</b>     | As Necessary                  |
| <b>Total Contract Value</b> | \$500,000                     |
| <b>Construction</b>         | Varies per Work Order Project |



## Attachment II Evaluation Criteria Details and Requirements

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

| Evaluation Criteria                | Points | Description   | Response Format and Page Limits | Submission Reminders  |
|------------------------------------|--------|---|---------------------------------|---|
| Team Experience and Qualifications | 30     | 1) Provide an organizational chart: <ul style="list-style-type: none"> <li>• Identify all proposed Key Personnel (including Respondent's personnel), as well as Key Subconsultants who will work on the Project.</li> <li>▪ Identify Key Personnel from Respondent and Key Subconsultants. Examples of Key Personnel include, but are not limited to, Project Manager (PM), QA/QC Lead, Technical Leads (electrical design, I&amp;C design, site/civil design, mechanical design, structural design, architectural design, etc.), Lead Estimator.</li> </ul>  | One (1) page limit              | <ul style="list-style-type: none"> <li>✓ Ensure Key Personnel identified are included in the organizational chart.</li> <li>✓ The proposed Project Manager must be an employee of the Respondent (Prime Consultant).</li> <li>✓ Key Subconsultant is defined as a consultant that will have a significant role in the Project.</li> <li>✓ Ensure all Subconsultants identified match those listed on the Good Faith Effort Plan.</li> </ul> |
|                                    |        | 2) Provide a 1-page (maximum) resume for the proposed Key Personnel. <u>The Project Manager's resume should be included first.</u> Each resume should include the following information: <ul style="list-style-type: none"> <li>• Name, title, education.</li> <li>• Description of professional qualifications (to include licenses, certifications, and associations).</li> <li>• Number of years with current firm and total number of years of professional experience.</li> <li>• Brief overview of professional experience and expertise.</li> <li>• Identify three (3) similar projects <u>completed</u> in the past ten (10) years and provide a detailed description of capabilities and project experience and role in project relevant to the Scope of Services requested within this RFQ. Clearly identify whether the projects listed are with the current firm or part of the individual's professional experience.</li> <li>• Provide a list of all active projects each of the Key Personnel is currently assigned to for the duration of the Project, to include the phase and percentage of time</li> </ul> | Five (5) page limit             | <ul style="list-style-type: none"> <li>✓ Key Personnel resumes should <u>not</u> include an exhaustive list of projects but should focus on projects that are <u>relevant to the scope of services</u> within this RFQ.</li> </ul>  |

| Evaluation Criteria                   | Points | Description  | Response Format and Page Limits | Submission Reminders   |
|---------------------------------------|--------|--|---------------------------------|--|
|                                       |        | allocated to each of the projects listed.  |                                 |  |
|                                       |        | 3) Describe the composition of the team (Prime, Key Subconsultants, and other Subconsultants), role and responsibility of proposed team members and teaming history. If proposed staff is not part of the proposed Key Personnel, please identify lead person from each firm and briefly describe their role.  | One (1) page limit              | <ul style="list-style-type: none"> <li>✓ Ensure Respondent has worked with the proposed Subconsultants on past projects.</li> <li>✓ Clearly define roles and responsibilities for all proposed firms.</li> <li>✓ In addition, fill in the table provided within the Evaluation Criteria forms.</li> </ul>  |
|                                       |        | 4) Illustrate in a table matrix the availability, percent of time committed to the Project for the duration of the Project, of Respondent's Key Personnel, as well as Key Personnel from Key Subconsultants. Include geographic location for each resource identified in the table.  | Fillable Forms                  | <ul style="list-style-type: none"> <li>✓ Fill in the table provided within the Evaluation Criteria forms. No additional narrative is required.</li> </ul>  |
| Similar Projects and Past Performance | 25     | <p>1) Provide a list of three (3) completed relevant projects in the last ten (10) years in which Respondent has performed services similar to those sought in this RFQ. Key Personnel, excluding the Project Manager, shall have participated in at least one (1) of the three (3) projects submitted. This list, at a minimum, shall include:</p> <ul style="list-style-type: none"> <li>▪ Names of clients and location (city/state)</li> <li>▪ Reference contact to include names, titles, emails and current phone numbers</li> <li>▪ Corresponding year and duration of the projects (contract NTP and completion date)</li> <li>▪ Detailed description of the projects (include specific aspects that Respondents wants considered in the evaluation)</li> <li>▪ Provide an explanation for why each project is similar to the Project included in this RFQ.</li> <li>▪ Respondent's role and Key Personnel's responsibilities in these projects including the Sub-consultants</li> </ul> | Fillable Forms                  | <ul style="list-style-type: none"> <li>✓ Fill in the tables provided within the Evaluation Criteria forms. No additional narrative is required.</li> <li>✓ Relevant projects are considered those projects of similar scope, complexity, and contract value, that have already been <u>constructed</u>.</li> <li>✓ The proposed PM shall be an employee of the Respondent.</li> <li>✓ Key Personnel should have participated in the same role as proposed for this project.</li> <li>✓ Ensure contact information for references is <u>correct and has been verified</u>.</li> </ul> |
|                                       |        | 2) Provide cost information for the three (3) completed projects submitted in section 1), above, of the Similar Projects and Past Performance criteria as it relates to the accuracy of the OPCC, comparing the Engineer's estimate to approved  | Fillable Forms                  | <ul style="list-style-type: none"> <li>✓ Fill in the tables provided within the Evaluation Criteria forms. No additional narrative is required.</li> </ul>   |

| Evaluation Criteria                | Points | Description   | Response Format and Page Limits | Submission Reminders   |
|------------------------------------|--------|---|---------------------------------|--|
| Project Understanding and Approach | 30     | <p>construction contract awards.</p> <p>1) Provide a detailed approach based on the scope of the project (generally provided in the Scope of Services section of this RFQ) explaining how your firm would technically execute and complete the services sought in this RFQ on time and within budget. Provide innovative approaches, ideas, and recommendations.</p>  | Three (3) page limit            | ✓ Responses should clearly demonstrate Respondent's familiarity with the Scope of Services identified within this RFQ. |
|                                    |        | <p>2) Provide responses to the following:</p> <ul style="list-style-type: none"> <li>▪ Describe your approach for responding to SAWS requests and providing scope and fee proposals in a timely manner.</li> <li>▪ Team approach to preparing deliverables to meet deadlines associated with fast-track SAWS requests without compromising the quality of deliverables and Project schedule.</li> <li>▪ Describe Respondent's familiarity with local and regional market conditions influencing the design and construction decisions that ultimately affect project costs.</li> <li>▪ Describe your approach for coordinating with End Users, Operations Support, and other SAWS Groups and Departments to ensure buy-in for proposed solutions and recommendations.</li> <li>▪ Describe your approach for minimizing impacts on project construction schedule and costs due to market conditions, supply chain challenges and long lead time associated with critical equipment and materials.</li> </ul> | Two (2) page limit              |  |
|                                    |        | <p>3) Project specific and unique quality control/quality assurance (QA/QC) and risk management strategies that Respondent engages in similar projects.</p> <ul style="list-style-type: none"> <li>▪ Plan for how the issues will be identified, tracked, and resolved.</li> <li>▪ Describe how the independent QA/QC team will review project deliverables to ensure the Project is of high quality and biddable, permittable, constructible, operable, maintainable and cost-effective.</li> <li>▪ Describe how the accuracy and completeness of the OPCCs are</li> </ul>   | Two (2) page limit              |  |

| Evaluation Criteria  | Points | Description  | Response Format and Page Limits | Submission Reminders  |
|--|--------|--|---------------------------------|---|
|  |        | <p>derived for each design phase, and the Respondent's familiarity with AACE's Recommended Practices 17R-97 and 56R-08.</p> <ul style="list-style-type: none"> <li>▪ Describe how estimates will be prepared to ensure they reflect the procurement methods, current market trends and bidding environment (price volatility, labor shortages, supply chain issues, contractor and subcontractor availabilities, etc.).</li> <li>▪ Describe the methods for validating prices for equipment, materials, specialized labor and lead times for critical equipment and materials for projects.</li> </ul> |                                 |   |
| Small, Minority, Woman, and Veteran-owned (SMWVB) Business Participation | 15     | Complete Exhibit B indicating Respondent's commitment to SAWS' SMWVB policy, which will be based on meeting or exceeding the minimum SMWVB goal of <b>25%</b> . All Subconsultants 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. |

**100 points**

**Attachment III  
Evaluation Criteria Forms**

**Team Experience and Qualifications**

*When filling out the form 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.*

Using the table, describe the role of the Respondent and the proposed Subconsultants for this Project.

| <p align="center"><b>Respondent' s and Proposed<br/>Sub-consultants Role on this Project</b></p> <p align="center"><i>(e.g., electrical engineering, I&amp;C engineering,<br/>structural engineering, mechanical engineering,<br/>site/civil engineering, utility coordination,<br/>permitting, archaeological/environmental/<br/>investigations, geotechnical engineering, survey,<br/>SUE, cost estimating, etc.)</i></p> | <p align="center"><b>Respondent</b></p> | <p align="center"><b>Sub 1:</b></p> | <p align="center"><b>Sub 2:</b></p> | <p align="center"><b>Sub 3:</b></p> | <p align="center"><b>Sub 4:</b></p> | <p align="center"><b>Sub 5:</b></p> | <p align="center"><b>Sub 6:</b></p> | <p align="center"><b>Sub 7:</b></p> | <p align="center"><b>Sub 8:</b></p> |
|---|---|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
|   |   |                                     |                                     |                                     |                                     |                                     |                                     |                                     |                                     |
|   |   |                                     |                                     |                                     |                                     |                                     |                                     |                                     |                                     |
|   |   |                                     |                                     |                                     |                                     |                                     |                                     |                                     |                                     |
|   |   |                                     |                                     |                                     |                                     |                                     |                                     |                                     |                                     |
|   |   |                                     |                                     |                                     |                                     |                                     |                                     |                                     |                                     |
|   |   |                                     |                                     |                                     |                                     |                                     |                                     |                                     |                                     |
|   |   |                                     |                                     |                                     |                                     |                                     |                                     |                                     |                                     |
|   |   |                                     |                                     |                                     |                                     |                                     |                                     |                                     |                                     |



**Attachment III**  
**Evaluation Criteria Forms**  
*(continued)*

**Similar Projects and Past Performance**

*When filling out the forms 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.*

Provide detailed information for the three (3) current and/or previous relevant projects in the last ten (10) years in which Respondent has performed services similar to those sought in this RFQ.

|   |  |
|---|--|
| <b>Project #1 Name:</b>   |  |
| Utility Owner (Name, City, and State):  |  |
| Utility Representative Name, Title, and <b>Current</b> Contact Information (Phone and Email): | John Doe<br>Engineering Manager<br>(XXX) XXX-XXXX<br>John.Doe@XXXXXX.org |
| Design Contract NTP:  |  |
| Design Duration in Months (from Contract Award to Award of Construction Contract):            |  |
| Construction Contract NTP   |  |
| Construction Duration in Months (from NTP to Final Completion):                               |  |
| Construction Contract Value:  |  |
| Detailed Project Description:   |  |
| Provide an explanation for how this project is similar to the Project within this RFQ         |  |
| Key Personnel (to include Personnel Titles and Specific Project Tasks).                       |  |
| Total Number of Change Orders and Number of Owner-requested Change Orders:                    |  |

**Attachment III**  
**Evaluation Criteria Forms**  
*(continued)*

**Similar Projects and Past Performance**

|   |  |
|---|--|
| <b>Project #2 Name:</b>   |  |
| Utility Owner (Name, City, and State):  |  |
| Utility Representative Name, Title, and <b>Current</b> Contact Information (Phone and Email): | John Doe<br>Engineering Manager<br>(XXX) XXX-XXXX<br>John.Doe@XXXXXX.org |
| Design Contract NTP:  |  |
| Design Duration in Months (from Contract Award to Award of Construction Contract):            |  |
| Construction Contract NTP   |  |
| Construction Duration in Months (from NTP to Final Completion):                               |  |
| Construction Contract Value:  |  |
| Detailed Project Description:   |  |
| Provide an explanation for how this project is similar to the Project within this RFQ         |  |
| Key Personnel (to include Personnel Titles and Specific Project Tasks).                       |  |
| Total Number of Change Orders and Number of Owner-requested Change Orders:                    |  |



**Attachment III**  
**Evaluation Criteria Forms**  
*(continued)*

**Similar Projects and Past Performance**

|   |  |
|---|--|
| <b>Project #3 Name:</b>   |  |
| Utility Owner (Name, City, and State):  |  |
| Utility Representative Name, Title, and <b>Current</b> Contact Information (Phone and Email): | John Doe<br>Engineering Manager<br>(XXX) XXX-XXXX<br>John.Doe@XXXXXX.org |
| Design Contract NTP:  |  |
| Design Duration in Months (from Contract Award to Award of Construction Contract):            |  |
| Construction Contract NTP   |  |
| Construction Duration in Months (from NTP to Final Completion):                               |  |
| Construction Contract Value:  |  |
| Detailed Project Description:   |  |
| Provide an explanation for how this project is similar to the Project within this RFQ         |  |
| Key Personnel (to include Personnel Titles and Specific Project Tasks).                       |  |
| Total Number of Change Orders and Number of Owner-requested Change Orders:                    |  |

**Attachment III**  
**Evaluation Criteria Forms**  
*(continued)*

**Similar Projects and Past Performance**  
**OPCC Table**

Using the table below, provide project cost information for the three (3) projects submitted in Similar Projects and Past Performance section of the **Evaluation Criteria Details and Requirements**, as it relates to the accuracy of the OPCC, comparing the Engineer's 100% Design estimate to approved construction contract awards.

| Project Name | Final Estimate (100% OPCC) | Low Responsible Bidder – Contract Award Value | % Difference between OPCC and Contract Award | Number of Bidders | Average of All Other Bids | Total Value of All Change Orders | Change Orders as % of Contract Award |
|--------------|----------------------------|---|--|-------------------|---------------------------|----------------------------------|--------------------------------------|
| Project 1    | \$                         | \$  | %  | #                 | \$                        | \$                               | %                                    |
| Project 2    | \$                         | \$  | %  | #                 | \$                        | \$                               | %                                    |
| Project 3    | \$                         | \$  | %  | #                 | \$                        | \$                               | %                                    |

# SUBMITTAL RESPONSE CHECKLIST

Project Name: 2023 Professional Electrical Engineering Services Work Order Contract (RFQ)

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.

- Submittal Response Checklist
- Respondent Questionnaire
- Attachment III - Evaluation Criteria Forms Sub-consultant Table
- Attachment III - Evaluation Criteria Forms (Three (3) completed projects)
- Attachment III - Evaluation Criteria Forms OPCC Table
- Team Experience and Qualifications
- Similar Projects and Past Performance
- Project Understanding and Approach
- Completed and signed W-9 Form, and include email address or fax number
- Copy of Current Certificate of Liability Insurance or Letter from Insurance Agent
- Exhibit B – Good Faith Effort Plan
- Exhibit C – Conflict of Interest Questionnaire

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



## RESPONDENT QUESTIONNAIRE

**PROJECT NAME:** 2023 Professional Electrical Engineering Services Work Order Contract (RFQ)

**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

- 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-Consultants 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: \_\_\_\_\_

- 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: \_\_\_\_\_

- 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: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

- 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.

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

Yes  No  If "No", state reason.

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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.

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

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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 and No Discrimination Verifications:** Respondent acknowledges having read the No Boycotting and No Discrimination Verifications Exhibit "VIII" and understands the requirements. Respondent can and will make this verification if awarded a contract.

Yes  No

**15. Government Code Chapter 2274 verifications:**

a. Are you, Contractor, held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor of the State of Texas pursuant to Texas Government Code Chapter 2274?

Yes  No

b. Are you, Contractor, held or controlled by a company or other entity, including a governmental entity, that is owned or controlled by citizens of or directly controlled by the government of China, Iran, North Korea, Russia or a country designated by the Governor of the State of Texas pursuant to Texas Government Code Chapter 2274?

Yes  No

c. Are you, Contractor, headquartered in China, Iran, North Korea, Russia, or a country designated by the Governor of the State of Texas pursuant to Texas Government Code Chapter 2274?

Yes  No

**16. 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 deadline.

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

None  Yes  If "Yes", Identify.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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

1. **Commercial Insurance Specifications (“Specifications”):**

a. Commencing on the date of this Contract, the Consultant shall, at his own expense, purchase, maintain and keep in force such lines of insurance coverage as will protect him and San Antonio Water System (SAWS) and City of San Antonio (COSA) 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 COSA 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 COSA 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 COSA 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 COSA from claims for damages because of bodily injury, personal injury, sickness, disease or death and insurance that will protect the Consultant, SAWS and COSA 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 Consultants;
- 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 San Antonio Water System, and City of San Antonio as an **Additional Insured** for both ongoing and completed operations; and
- To provide a **Waiver of Subrogation** in favor of SAWS and COSA.

4. **Commercial/Business Automobile Liability (AL)** insurance that will protect the Consultant, SAWS and COSA 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 COSA as an **Additional Insured**; and
- To provide a **Waiver of Subrogation** in favor of SAWS and COSA.

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 COSA 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 COSA 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, COSA 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 COSA allow modification whereupon SAWS and COSA 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 and City of San Antonio  
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](mailto: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 SUBCONSULTING**

NOTE: Effective 1/1/23, SMWB points shall only be assessed for consultants and/or subconsultants who are local and certified by the South Central Texas Regional Certification Agency as SBEs. Consultants must meet or exceed the mandatory SMWB goal to be eligible for SMWB points.

**NAME OF PROJECT:** 2023 Professional Electrical Engineering Services Work Order Contract (RFQ) \_\_\_\_\_

**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 SMWB?** **Yes:** \_\_\_\_\_ **No:** \_\_\_\_\_

**If "Yes", Certification Agency that granted SMWB 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)**

|   | <b>Legal Name of Sub-consultant/Supplier (including "doing business as", if applicable).</b> | <b>Address of Office Location to Perform Project Work or Provide Supplies:</b> | <b>Scope of Work/Supplies to be Performed/Provided by Firm:</b> | <b>Estimated Percentage of Participation on this Project:</b> | <b>Certification Type &amp; Certification Agency:</b> |
|---|--|--|---|---|---|
| 1 |  |  |   |   |   |
| 2 |  |  |   |   |   |
| 3 |  |  |   |   |   |
| 4 |  |  |   |   |   |
| 5 |  |  |   |   |   |

SECTION B. – SMWB COMMITMENTS

The mandatory SMWB goal on this project is **25%**

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

\_\_\_\_\_The proposer is committed to the mandatory SMWB goal%.

(If Consultant is unable to meet the goal, please fill out Section C and submit documented good faith efforts. Non-attainment of the goal will not be grounds for disqualification if Good Faith Outreach was conducted. Failure to provide proof of Good Faith Outreach Efforts may result in disqualification of the Respondent.)

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. SOLICITATION METHOD(S) UTILIZED

At least two methods of solicitation are required. Select the method(s) utilized for the solicitation. Copies of the actual postings, direct contact email/phone log, etc. must be attached to this form as support documentation for each method used. Failure to adequately follow these steps will result in the requirement to complete additional steps in order to become compliant.

- Newspaper Advertisements
- Meetings or Conferences
- Trade Association Publications
- Minority Media
- Internet & Web Postings Other Government Publications
- Direct Contact by Phone, Fax, USPS Mail, or Email\*

\* If using direct contact, entities must solicit to a minimum of 3 SMWB businesses/firms for each scope of work that Respondent intends to engage a subconsultant for, (i.e., construction, supplies, equipment, or services) to demonstrate a Good Faith Effort.

2. On a separate sheet of paper, list and attach to this Good Faith Effort Plan written, posted, or published notification and/or proof of direct contact to all firms you contacted as a part of your company’s Good Faith Outreach.

**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.**

**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 the SMWB Program Manager, at 210-233-3420 or marisol.robles@saws.org.



## **DEFINITIONS**

**Note:** To be eligible for participation in the SAWS Small, Minority, and Woman-owned Business Program, a firm must have an established place of business in the Relevant Marketplace and must be certified as a Small Business Enterprise (SBE) or Historically Underutilized Business (HUB). This includes firms certified as Minority and/or Woman-owned Business Enterprises (MBEs and WBEs).

**African American Business Enterprise (AABE):** A business structure that is Certified by the Texas Historically Underutilized Business (HUB) Program 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.

**Local:** A business located in the Relevant Marketplace, which includes the counties of Bexar, Comal, Guadalupe, Hays, Travis, and Williamson. A business's presence in the local area that consists solely of a P.O. box, a mail drop, or a telephone message center does not count as being local.

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

**Subconsultant:** 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 on a San Antonio Water System contract.

**Small, Minority, and Woman-owned Business (SMWB):** All business structures Certified by the Texas Historically Underutilized Business (HUB) Program or the South Central Texas Regional Certification Agency that are 51% owned, operated, and controlled by individuals or a group of individuals that qualify for certification as a Small Business Enterprise, a Minority Business Enterprise, or a Woman-owned Business Enterprise, and are located in the Relevant Marketplace.

**Small Business Enterprise (SBE):** A business structure that is Certified by 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, as determined by the South Central Texas Regional Certification Agency.

**Minority Business Enterprise (MBE):** A business structure that is Certified by the Texas Historically Underutilized Business (HUB) Program 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:

- **African American:** Persons having origins in any of the black racial groups of Africa.
- **Asian:** Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands, or persons whose origins are from India, Pakistan, Bangladesh, Sri Lanka, Maldives Islands, Bhutan, or Nepal.
- **Hispanic American:** Persons of Mexican, Puerto Rican, Cuban, Spanish or Central or South American origin.
- **Native American:** Persons having no less than 1/16 percentage origin in any of the American Indian Tribes, as recognized by the United States Department of Indian Affairs and as demonstrated by possession of personal tribal role documents, to include persons who are Eskimos, Aleuts, or Native Hawaiians, for all SCTRCA purposes.

**Relevant Marketplace:** The geographic market area affecting the SMWB Program as determined for purposes of collecting data for the prior and any future Disparity Study, and for determining eligibility for participation under various programs established by this Policy. The Relevant Marketplace consists of the following Texas counties: Bexar, Comal, Guadalupe, Hays, Kendall, Travis, and Williamson.

**Woman-owned Business Enterprise (WBE):** A business structure that is Certified by the Texas Historically Underutilized Business (HUB) Program 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.

### **Web Submittal of Sub-consultant/Supplier Payment Reports:**

The Consultant 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 subconsultant payment information will be accessed through a link on SAWS' "Business Center" web page. This information will be utilized for subconsultant participation tracking purposes. Any unjustified failure to comply with the committed SMWB levels may be considered breach of contract.

The Consultant and all subconsultants will be provided a unique log-in credential and password to access the SAWS subconsultant 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 SAWS infrastructure, on a SAWS customer's property, or involve any SAWS networks, or any SAWS facility, the Consultant shall provide background screening information of their employees and sub-consultants to CastleBranch, the SAWS-approved vendor of background screening services, at [sawsbackgroundcheck@castlebranch.com](mailto:sawsbackgroundcheck@castlebranch.com). Any person found to have an unacceptable background check will not be allowed to perform work under this Contract (however, at SAWS's sole discretion, a waiver may be given by SAWS Security for an unacceptable finding, provided that it must first be approved and signed off on by the Director of SAWS Security). Any sub-consultants performing work must also receive a background screening by CastleBranch. Consultant shall be responsible for the accuracy of information on the background screening information sent to [sawsbackgroundcheck@castlebranch.com](mailto:sawsbackgroundcheck@castlebranch.com). For further questions about background screening, call CastleBranch at 910-679-2979 or 888-723-4263 ext. 7857 and advise them the Consultant is working for SAWS. Once background screening is approved by SAWS Security, Consultant must also complete a Project Consultant Data Form ("PCDF"). The PCDF will be sent to [securitygroup@saws.org](mailto:securitygroup@saws.org). The PCDF is required for the Contactor and its sub-Consultants to receive the required badges and parking tags necessary to fulfill the work under this Contract. The PCDF must be sent electronically to [securitygroup@saws.org](mailto:securitygroup@saws.org).

Each employee and agent of Consultant shall obtain a SAWS photo identification badge (a "Consultant's Badge") and parking tag prior to any work on SAWS property or asset, which shall be used only for purposes necessary to perform the work under this Contract. SAWS Badge Office hours are Monday, Wednesday and Friday from 9:00am to 12:00pm, excluding SAWS holidays (hours are subject to change). SAWS Security staff can be contacted at (210) 233-3177 or (210) 233-3338. Once the Project is completed, the Consultant shall return all Consultant Badges and parking tags to the Security Office. A Consultant who does not return the Consultant Badges or parking tags is not in compliance with these procedures.

SAWS facilities require a SAWS employee to physically escort the Consultant at all times. SAWS may, at its sole discretion, waive the escort requirements if the PCDF and a "clean" background screening from CastleBranch are approved. Waiver of the escort requirement shall only be through a written correspondence to Consultant from SAWS Security.

Sub-Consultants must always be under escort of Consultant while performing work on any SAWS property or asset. Sub-Consultants must display the Consultant's Badge at all times while working on any SAWS property or asset. Sub-Consultants are required to complete a background screening and be listed on the PCDF regardless of receiving a Consultant's Badge. The Consultant is solely responsible for the actions of its employees, agents, sub-Consultants and consultants.

Consultant shall advise their SAWS Project Manager/Inspector of any employee terminations or changes to personnel performing work under this Contract, and the Consultant shall immediately turn in any and all Consultant's Badges and/or parking tags of employees or agents who are terminated or no longer performing work under this Contract. If Consultant becomes aware of any changes in the information contained in the PCDF or the background screening information, Consultant shall immediately notify the SAWS Project Manager/Inspector and provide an updated PCDF to [securitygroup@saws.org](mailto:securitygroup@saws.org) and background screening information to [sawsbackgroundcheck@castlebranch.com](mailto:sawsbackgroundcheck@castlebranch.com).

Consultant is responsible for being in compliance with SAWS Security requirements and for maintaining security of SAWS property, infrastructure, SAWS customer's property, networks, and facilities for the length of the Project. Security incidents must be reported to SAWS Security immediately at (210) 233-3338.

If the Consultant plans to leave the site unsecure or open during the Project, they must provide a SAWS-approved security guard to monitor ingress and egress to the SAWS site.

If Consultant takes any action that diminishes the security of a SAWS site, Consultant will be responsible for providing additional security requirements at its expense. Some examples of additional requirements that SAWS may require 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 Contract 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 work. Any other provision of this Contract notwithstanding, in the event Consultant fails to comply with SAWS Security requirements, SAWS may, with no penalty, claim of any nature (including but not limited to breach of contract) against SAWS by the Consultant:

- 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 or deficiencies are remedied to SAWS's satisfaction.

**PROFESSIONAL SERVICES AGREEMENT  
ENGINEERING SERVICES**

**Agreement for**

**2023 Treatment Facilities Design Work Order Contracts  
Contract No. PS-00151**

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

**Consultant  
Address 1**

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 **2023 Treatment Facilities Design Work Order Contracts**, 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 SMWB Program Manager, to substitute any SMWB 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.**

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, **Marisa Palmer, P.E.**, or his/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 (20<sup>th</sup>) 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 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, and Woman-owned Business (SMWB) Policy to establish and oversee a program that will support the inclusion of local SMWBs. It is the policy of SAWS that it will ensure that local SMWBs have an equal opportunity to compete for, receive and participate in SAWS contracts. It is our policy to:

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

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 the percentage of participation for SMWBs set out in Consultant's proposal to the Water System. Consultant shall be required required to electronically submit actual 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. Payments shall be reported for all subcontractors or suppliers, whether SMWB or non-SMWB. Payment reporting will begin with the first SAWS payment for services under the contract, and with every payment thereafter (for the duration of the 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 be accessed through the following internet address: <https://saws.smwbe.com/>.

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

unjustified failure to comply with the committed SWMB levels may be considered breach of contract.

If there is not an opportunity to subcontract any components of the contract, then use of the S.P.U.R. System is not applicable.

Respondents and/or their agents may contact the SMWB Program Manager at 210-233-3420 or [marisol.robles@saws.org](mailto:marisol.robles@saws.org) for assistance or clarification with issues specifically related to the Small, Minority, and Woman-owned Business (SMWB) 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 and the City of San Antonio, 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 subconsultant 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 subconsultants. 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  
2800 U.S. Hwy. 281 North  
San Antonio, Texas 78212  
Attn: Marisa Palmer, P.E.  
Email: [Marisa.Palmer@saws.org](mailto:Marisa.Palmer@saws.org)

With a copy to: San Antonio Water System  
2800 US Hwy 281 North  
San Antonio, Texas 78212  
Attn: Nancy Belinsky, Executive Vice President & Chief Legal  
and Ethics Officer  
Email: [Nancy.Belinsky@saws.org](mailto:Nancy.Belinsky@saws.org)

If to Consultant: Consultant  
Address  
City, State, Zip  
Attn: Project Manager Name, P.E.  
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.

**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  
Senior Director, Contracting

DATE: \_\_\_\_\_

**CONSULTANT**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**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
  - Attachment A: Quality Management Plan (“QMP”) Procedure
  - Attachment B: Quality Management Plan (“QMP”) Certification Letter Form
  - Attachment C: Chapter 217.6 Summary Transmittal Letter Form [Remove if Plants and Major Project]
- Exhibit III. Insurance Specifications
- Exhibit IV. Sample Work Order Request and Production Schedule if Work Order
- Exhibit V. Term and Timeframe for Deliverables
- Exhibit VI. Security Exhibit
- Exhibit VII. List of Sub-Consultants
- Exhibit VIII. No Boycotting and No Discrimination Verifications
- Exhibit IX. Preservation of Production of Contracting Information
- Exhibit XI. Quality Management Plan

**EXHIBIT I**  
**COMPENSATION FOR PROFESSIONAL SERVICES**  
**WORK ORDER BASIS**

**Section 1 - Basis for Compensation**

**WORK ORDER BASIS**

- 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 – xxxxxxxx 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 “Additional Services”), the following Hourly Billing Rate Table of the fees shall apply:

**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 an authorized 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.

#### **Section 4 -Reimbursable Expenses**

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 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**

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 IV, Production Schedule.
- 7.11 Any claim for Indemnification that arise under Section 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.

SAMPLE

## **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.

Consultant understands and agrees to comply with the Quality Management Plan (“QMP”) Procedure as set forth in Attachment A throughout the term of the Agreement.

Both at the time of execution of this Agreement and at 100% completion of the design, Consultant shall submit to SAWS a Quality Management Plan Certification Letter attaching the then current version of the QMP in substantially the form of the Quality Management Plan Certification Letter Form (Attachment B) attached hereto. For the initial QMP submission only, the following items should be attached:

- An organizational chart that depicts the management/organization structure of the QMP.
- Resumes for the review team demonstrating that reviewers have the qualifications and experience to perform quality reviews.

Consultant shall submit a signed and sealed summary transmittal letter in substantially the form of the Chapter 217.6 Summary Transmittal Letter Form (Attachment C) at 100% completion of the design and at any time Consultant is proposing a variance to the Texas Commission on Environmental Quality (“TCEQ”) Rules.



**Attachment A**  
**Quality Management Plan (QMP) Procedure**

1. The Consultant agrees to perform quality assurance-quality control/ constructability reviews in accordance with the Consultant's QMP to be developed. The QMP will be incorporated by reference and will include any subsequent revisions required. In addition to implementing the approved QMP, the Consultant agrees to address any QMP comments from SAWS and provide resolution to the SAWS satisfaction. The Consultant shall include this language in all its Subconsultant contracts to ensure Subconsultants understand their responsibility for complying with the QMP requirements.
2. The QMP reviews will be performed by a staff member of the Consultant not involved in day-to-day Project tasks. If the Consultant does not have the internal staff capacity to provide for this independent review, the Consultant must include a QMP Subconsultant on the Project team. The person performing the QMP reviews shall certify, seal and attest that the final construction bid documents have been drafted in full compliance with the QMP.
3. The Consultant will perform QMP reviews at intervals during the design phase, specified in the QMP, to ensure plans, specifications, and drawings satisfy accepted quality standards and meet the requirements of the Project scope. Based on the findings of the QMP reviews, the Consultant must reconcile the Project scope and budget as needed. Documentation will be included that verifies interdisciplinary coordination has occurred.
4. The Consultant will perform constructability reviews, using persons with construction experience, at appropriate intervals, during the design phase, specified in the QMP to ensure that the Project is buildable, as well as cost-effective, biddable, and maintainable. Based on the findings of the constructability reviews, the Consultant shall redesign the Project, as required, to conform to the agreed upon scope and fee. The Consultant will provide interim construction estimates as further described in the phase descriptions of the scope of the agreement.
5. Acceptance and/or approval of the Consultant's QMP documentation by the SAWS does not constitute a release of the responsibilities and liability of the Consultant for the accuracy and competency of its QMP reviews and final construction documents.

**Attachment B**  
**Quality Management Plan Letter Sample**

Date: <Insert Date>

Project Name: <Insert Project Name>

Job Number(s): <Insert Job Numbers XX-XXXX>

The work consists of: <Insert summarized scope of work here>

Phase(s) Completed: <Insert phases>

Consultant Name and TBPE Firm Number: <Insert >

Consultant Contact Information: <Insert contact name, address, e-mail and phone #>

This Quality Management Plan (“QMP”) certification has been reviewed by a Principal of the Consultant Firm, Members of the Project Design Team, and Independent Technical Reviewers. The independent technical reviewers are independent of the project design team and report to a management level higher than the project design team. The signatures below indicate that Consultant is certifying compliance with the current QMP, including assurance and controls describing procedures and documentation, is attached hereto.

Signatures:

---

Principal: <Insert Name>

---

Design Leads: <Insert Names/add lines as needed for disciplines>

---

Independent Reviewers: <Insert Names/add lines as needed for disciplines>

**Attachment C**  
**Chapter 217.6 Summary Transmittal Letter Form**

Date:

Ms. Cristina Brantley, P.E.  
San Antonio Water System  
2800 US HWY 281 N  
San Antonio, Texas 78212

Re: Chapter 217.6 Summary Transmittal Letter  
Permittee: San Antonio Water System  
Regulated Entity Number: CN600529069  
Permit Number: <Insert the Permit Number of the wastewater facility associated with the project identified in this letter. WQ00xxxxx00xx>  
Project Name: Name (SAWS Job No. XX-XXXX)  
County: Bexar  
Grant: No: N/A

Dear Ms. Brantley:

The purpose of this letter is to provide the San Antonio Water System and the Texas Commission on Environmental Quality (TCEQ) with the information necessary to comply with the requirements of §217.6(c) of the TCEQ's rules entitled, Design Criteria for Domestic Wastewater Systems. The necessary information includes:

1. Provide the name and address of the engineering firm.
2. Provide the name, phone number and facsimile number of the design engineer.
3. Provide the name of the entity {or entities} that proposes to own, operate and maintain the project through its design life.
4. Request a variance from Chapter 217 which is a part of the design. Include in this item the technical justification for any variances under §217.4 of this title (relating to Variances).
5. If applicable, disclose any innovative or nonconforming technologies which are proposed as part of the project identified in this letter. Include in this item, or as an attachment, the backup testing or other technical information needed to justify the use of the innovative or nonconforming technology. See §217.7(b) (2) for details on innovative and nonconforming technologies.
6. Include one of the following two statements in this item:
  - a. The plans and specifications which describe the project identified in this letter are in substantial compliance with all the requirements of Chapter 217 (or 317 if chosen in '4').
  - b. Except as disclosed in item (Insert '4', '5' or '4 and 5' in this spot as pertinent to the project.) of this letter, the plans and specifications which describe the project identified in this letter are in substantial compliance with all the requirements of Chapter 217 (or 317 if chosen in '4'). Any deviations from Chapter 217 (or 317 if chosen in '4') which are a part of the project are based on the best professional judgment of the professional engineer who prepared the project plans, specifications and final engineering design report for this project.

7. Include a description of the project and its scope. The type of information most useful to the TCEQ is data relating to current and permitted flows and effluent limitations, current and predicted influent flows and organic loads, the purpose of the proposed project and other technical elements of the project.

If you have any questions regarding this project, please contact (Insert name, phone number and facsimile number of a contact person for this project.)

**Note: Be sure to sign and properly seal this letter before mailing. Submissions without a P.E. seal will not be processed.**

Sincerely,  
(Name) (P.E. Seal - Signed and Dated)

cc: SAWS Project Engineer  
SAWS Manager

**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 San Antonio Water System (SAWS) and City of San Antonio (COSA) 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 subconsultant, 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 COSA 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 COSA 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 COSA 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 COSA from claims for damages because of bodily injury, personal injury, sickness, disease or death and insurance that will protect the Consultant, SAWS and COSA 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 San Antonio Water System, and City of San Antonio as an **Additional Insured** for both ongoing and completed operations; and
  - To provide a **Waiver of Subrogation** in favor of SAWS and COSA.
4. **Commercial/Business Automobile Liability (AL)** insurance that will protect the Consultant, SAWS and COSA 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 San Antonio Water System, and City of San Antonio as an **Additional Insured**; and
  - To provide a **Waiver of Subrogation** in favor of SAWS and COSA.
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 Subconsultants to carry lines of insurance coverage appropriate to their scope of Work and submit copies of Subconsultants’ 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 COSA 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 COSA 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, COSA 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 COSA allow modification whereupon SAWS and COSA 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 and City of San Antonio  
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](mailto: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 IV  
PROFESSIONAL SERVICES CONTRACT  
DESIGN SERVICES WORK ORDER REQUEST  
AND PRODUCTION SCHEDULE**

CONSULTANT:  
PROJECT NAME:  
SAWS PROJECT MGR:  
SAWS PROJECT ENGR:  
SAWS JOB NO.:  
CATEGORY:  
METHOD OF PAYMENT:  
DATE OF REQUEST:

WORK ORDER NO:

**DESCRIPTION OF THE WORK REQUIRED:**

|                             |  |  |  |  |  |  |  |  |  |
|-----------------------------|--|--|--|--|--|--|--|--|--|
| (1) 30% Design Phase        |  |  |  |  |  |  |  |  |  |
| (2) 60% Design Phase        |  |  |  |  |  |  |  |  |  |
| (3) 100% Design & Bid Phase |  |  |  |  |  |  |  |  |  |
| (4) Construction Phase      |  |  |  |  |  |  |  |  |  |
| (5) Supplemental Services   |  |  |  |  |  |  |  |  |  |

**PROJECT TIMELINE & SCHEDULE OF FEES (by Phase):**

|                                    |   |      |    |          |
|------------------------------------|---|------|----|----------|
| <b>30% Design Phase:</b>           | 0 | Days | \$ | Lump Sum |
| <b>60% Design Phase:</b>           | 0 | Days | \$ | Lump Sum |
| <b>90% Design Phase:</b>           | 0 | Days | \$ | Lump Sum |
| <b>100% Design &amp; Bid Phase</b> | 0 | Days | \$ | Lump Sum |
| <b>Construction Phase:</b>         | 0 | Days | \$ | Lump Sum |
| <b>Additional Services:</b>        | 0 | Days | \$ | Lump Sum |
|                                    | 0 | Days | \$ |          |

**EXHIBIT V**  
**TERM OF AGREEMENT AND TIME FRAME FOR DELIVERABLES**

1. The Term of this Agreement shall commence upon xxxxxxxxx, and automatically expire on xxxxxxxxxxxx, 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 xxxxxxxxxxxx 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.

SAMPLE

## EXHIBIT VI SECURITY PROCEDURES

If work will be conducted on SAWS property, on SAWS infrastructure, on a SAWS customer's property, or involve any SAWS networks, or any SAWS facility, the Consultant shall provide background screening information of their employees and sub-consultants to CastleBranch, the SAWS-approved vendor of background screening services, at [sawsbackgroundcheck@castlebranch.com](mailto:sawsbackgroundcheck@castlebranch.com). Any person found to have an unacceptable background check will not be allowed to perform work under this Contract (however, at SAWS's sole discretion, a waiver may be given by SAWS Security for an unacceptable finding, provided that it must first be approved and signed off on by the Director of SAWS Security). Any sub-consultants performing work must also receive a background screening by CastleBranch. Consultant shall be responsible for the accuracy of information on the background screening information sent to [sawsbackgroundcheck@castlebranch.com](mailto:sawsbackgroundcheck@castlebranch.com). For further questions about background screening, call CastleBranch at 910-679-2979 or 888-723-4263 ext. 7857 and advise them the Consultant is working for SAWS. Once background screening is approved by SAWS Security, Consultant must also complete a Project Consultant Data Form ("PCDF"). The PCDF will be sent to [securitygroup@saws.org](mailto:securitygroup@saws.org). The PCDF is required for the Consultant and its sub-consultants to receive the required badges and parking tags necessary to fulfill the work under this Contract. The PCDF must be sent electronically to [securitygroup@saws.org](mailto:securitygroup@saws.org).

Each employee and agent of Consultant shall obtain a SAWS photo identification badge (a "Consultant's Badge") and parking tag prior to any work on SAWS property or asset, which shall be used only for purposes necessary to perform the work under this Contract. SAWS Badge Office hours are Monday, Wednesday, and Friday from 9:00am to 12:00pm, excluding SAWS holidays (hours are subject to change). SAWS Security staff can be contacted at (210) 233-3177 or (210) 233-3338. Once the Project is completed, the Consultant shall return all Consultant Badges and parking tags to the Security Office. A Consultant who does not return the Consultant Badges or parking tags is not in compliance with these procedures.

SAWS facilities require a SAWS employee to physically escort the Consultant at all times. SAWS may, at its sole discretion, waive the escort requirements if the PCDF and a "clean" background screening from CastleBranch are approved. Waiver of the escort requirement shall only be through a written correspondence to Consultant from SAWS Security.

Subconsultants must always be under escort of Consultant while performing work on any SAWS property or asset. Subconsultants must display the Consultant's Badge at all times while working on any SAWS property or asset. Subconsultants are required to complete a background screening and be listed on the PCDF regardless of receiving a Consultant's Badge. The Consultant is solely responsible for the actions of its employees, agents, subconsultants and consultants.

Consultant shall advise their SAWS Project Manager/Inspector of any employee terminations or changes to personnel performing work under this Contract, and the Consultant shall immediately turn in any and all Consultant's Badges and/or parking tags of employees or agents who are terminated or no longer performing work under this Contract. If Consultant becomes aware of any changes in the information contained in the PCDF or the background screening information, Consultant shall immediately notify the SAWS Project Manager/Inspector and provide an

updated PCDF to [securitygroup@saws.org](mailto:securitygroup@saws.org) and background screening information to [sawsbackgroundcheck@castlebranch.com](mailto:sawsbackgroundcheck@castlebranch.com).

Consultant is responsible for being in compliance with SAWS Security requirements and for maintaining security of SAWS property, infrastructure, SAWS customer's property, networks, and facilities for the length of the Project. Security incidents must be reported to SAWS Security immediately at (210) 233-3338.

If the Consultant plans to leave the site unsecure or open during the Project, they must provide a SAWS-approved security guard to monitor ingress and egress to the SAWS site.

If Consultant takes any action that diminishes the security of a SAWS site, Consultant will be responsible for providing additional security requirements at its expense. Some examples of additional requirements that SAWS may require 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 Contract 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 work. Any other provision of this Contract notwithstanding, in the event Consultant fails to comply with SAWS Security requirements, SAWS may, with no penalty, claim of any nature (including but not limited to breach of contract) against SAWS by the Consultant:

- 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 or deficiencies are remedied to SAWS's satisfaction.

**EXHIBIT VII  
LIST OF SUB-CONSULTANTS**

**Sub-Consultant**

**Services to be Performed**

**Level of Participation**

SAMPLE



**EXHIBIT VIII**  
**NO BOYCOTTING AND NO DISCRIMINATION VERIFICATIONS**

Consultant agrees that, unless i) it is a sole proprietorship or ii) it is a company with fewer than 10 full-time employees and the value of this Contract is less than \$100,000, it:

- a. does not boycott Israel and will not do so during the term of this Contract;
- b. does not boycott energy companies and will not do so during the term of this Contract; and
- c. does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Contract against a firearm entity or firearm trade association;

This provision is in compliance with §2271 and §2274 of the Texas Government Code. SAWS agrees to comply with the United States and Texas Constitutions in consideration of whether to enforce this provision.

**EXHIBIT X**  
**PRESERVATION AND PRODUCTION OF CONTRACTING INFORMATION**

To the extent this Agreement has a stated expenditure of or results in an expenditure of at least \$1 million in public funds, then pursuant to Texas Government Code §552.372, Consultant will preserve all contracting information, as defined by §552.003, related to the Agreement for the duration of the Agreement; promptly provide to SAWS any such contracting information related to the Agreement that is in its custody or possession of SAWS on request of SAWS; and on completion of the Agreement, either: A) provide at no cost to SAWS all such contracting information related to the Agreement that is in its custody or possession or B) preserve such contracting information related to the Agreement as provided by the records retention requirements applicable to SAWS.

The Consultant agrees that the Agreement can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of Subchapter J, Chapter 552, of the Texas Government Code.

**EXHIBIT XI  
QUALITY MANAGEMENT PLAN**

SAMPLE