

**SAN ANTONIO WATER SYSTEM
SERVICES AGREEMENT**

AGREEMENT FOR

(the "Project")

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

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

1. Services.

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

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

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

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

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

(f) Nondisclosure. The Water System has a proprietary interest in this Agreement and in the services provided by Contractor. Accordingly, this Agreement, the services, and any information obtained by Contractor through Water System in connection with the performance of the services shall not be disclosed by Contractor to any third party. In the event Contractor is subject to the Texas Public Information Act, upon receipt of a request for any information obtained by Contractor in the performance of this Agreement, Contractor shall provide notice to Water System of the request along with a copy of the request, and give Water System the opportunity to respond to the request prior to its release by Contractor. In no event shall Contractor 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 of the type of public dissemination and the content of any materials presented, which approval may be withheld in the sole and absolute discretion of the Water System.

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

(h) Insurance. Contractor shall maintain and keep in force for the duration of this Agreement such insurance as set forth on Exhibit C of this Agreement, which is attached hereto and incorporated herein for all purposes as if fully set forth herein. Approval of insurance by the Water System shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor. Contractor shall be responsible for all premiums, deductibles and self-insured retentions, if any, stated in the policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance. All endorsements naming the Water System and the City of San Antonio (the "City") as additional insureds, waivers, and notices of cancellation endorsements as well as the Certificates of Insurance shall indicate: San Antonio Water System, Purchasing Division, 2800 US Hwy 281 North, San Antonio, Texas 78212.

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

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

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

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

(l) Contractor's Warranty. The Contractor warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that he has not for the purpose of soliciting or securing this Agreement paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this

Agreement. For breach of this warranty, the Water System shall have the right to terminate this Agreement under the provisions of Section 2 below.

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

(n) Default. In the event Contractor fails to perform its duties or obligations under this Agreement, Water System shall be entitled to any and all remedies available at law or in equity (including, without limitation, the recovery from Contractor of all losses and damages, whether actual, direct, consequential, liquidated or otherwise, and all reasonable attorneys' and other professional fees and costs suffered or incurred by the Water System arising from such default), and, in addition, the Water System shall have the right to terminate this Agreement by written notice as provided in Section 2 below. The Water System shall be entitled to recover reasonable attorneys' fees and costs of dispute resolution incurred in connection with enforcement of this Agreement. In addition, the Water System shall have the right to (1) take possession of all materials and work completed under this Agreement, (2) accept assignment of any subcontractor agreements relating to this Agreement on terms and conditions acceptable to the Water System, and (3) recover from the Contractor and/or deduct from any sums then owed to the Contractor, all losses, damages, penalties and fines, whether actual or liquidated, direct, consequential and/or exemplary, and all reasonable attorneys' and other professional fees and costs suffered or incurred by the Water System by reason of or as a result of Contractor's default. Such amounts, together with interest on same at the highest rate allowed by law until paid in full, shall be binding on Contractor and are due upon demand. No action by the Water System shall constitute an election of remedies.

(o) Inspection, Testing and Acceptance. All services shall be subject to inspection and testing by Water System at all reasonable times and places. The expenses of inspection and/or testing performed by Water System shall be paid by Water System, but shall be

reimbursed to Water System by Contractor if the services tested or inspected do not conform to the specifications of this Agreement and such non-conformity results in rejection of the services by Water System. Inspection and acceptance by Water System does not relieve Contractor from any responsibility regarding defects of other failures to meet Agreement requirements. Nothing herein is intended to require Water System to perform any inspection or testing.

(p) Services Warranty. Contractor warrants that services shall be provided in accordance with the requirements of this Agreement, performed using Contractor's best skill and attention to complete the work with the care, skill and diligence ordinarily exercised by first class contractors performing similar services on projects of a similar scope, and, to the extent applicable, delivered to Water System free from faulty design and workmanship, and constructed from new materials (if furnished by Contractor or any subcontractor) free from faults and defects and of proper size, quality, and material, and conveyed with free and clear title. To the extent applicable, Contractor shall obtain for the benefit of Water System all available warranties of subcontractors, Contractor's suppliers and vendors of all materials installed. Contractor, at its own expense, shall promptly repair, replace or otherwise cure all services that fail to conform to Contractor's warranty. Initiation of repair, replacement or cure of services as provided herein shall be initiated within a period of ten (10) days and completed as soon as possible.

2. Term, Termination and Suspension.

(a) Term. The term of this Agreement shall be for the period provided in Exhibit D attached hereto and incorporated herein, beginning and ending on the dates provided in Exhibit D. In the event that Contractor has not completed the work specified on Exhibit B prior to the end of the term of this Agreement, in addition to any other remedies to which the Water System may be entitled, at law or in equity, Contractor shall pay to Water System, or the Water System may withhold from sums then due and owing the Contractor, the amount of \$0 per day as "Liquidated Damages" until such time as the work is completed to the Water System's satisfaction. It is hereby acknowledged and agreed that the Liquidated Damages to which the Water System is entitled to hereunder are a reasonable forecast of just compensation for the actual damages for delay of the Project caused by Contractor's failure to complete the work within the time allotted in this Agreement.

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

such termination, subject to offset for damages as set forth in Section 1(n) above, and which shall be paid only after final completion of the work provided for under this Agreement by the Water System.

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

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

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

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

3. Miscellaneous.

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

If to Water System:

San Antonio Water System

Purchasing Division
2800 US Hwy 281 North
San Antonio, Texas 78212
Attn: Vick D. Garmon
Phone: 210.233.3816
Fax: 210.233.4212

With copy to: San Antonio Water System
2800 US Hwy 281 North
San Antonio, Texas 78212
Attn: William Crow, Interim General Counsel
Fax: 210.233.4193

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

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

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

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

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

(e) Assignment; Binding Effect. No assignment, transfer, or delegation of any rights or obligations under this Agreement by Contractor shall be made without the prior

written consent of the Water System, which may be withheld in the sole and absolute discretion of the Water System. This Agreement shall be binding upon the parties to this Agreement and their respective legal representatives, heirs, devisees, legatees, or other successors and permitted assigns, and shall inure to the benefit of the parties to this Agreement and their respective legal representatives, heirs, devisees, legatees, or other permitted successors and permitted assigns.

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

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

(h) No Waiver. The failure of any party to this Agreement at any time or times to require the performance of any provisions of this Agreement shall in no manner affect the right to enforce the same; and no waiver by any party to this Agreement of any provision (or of a breach of any provision) of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed either as a further or continuing waiver of any such provision or breach or as a waiver of any other provision (or of a breach of any other provision) of this Agreement.

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

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

(k) Non-Appropriation. Contractor agrees that the Water System has projected costs for this Agreement and Water System expects to pay all obligations of this Agreement from projected revenues of the Water System. All obligations of the Water System are subject to annual appropriations by its Board of Trustees. Accordingly, notwithstanding anything in this Agreement to the contrary, in the event that the Water System should fail to appropriate funds to pay any of Water System's obligations under the terms of this Agreement, then the Water System's obligations under this Agreement shall terminate, and the Contractor's

sole option and remedy shall be to terminate this Agreement by written notice to Water System, and neither the Water System nor the Contractor shall have any further duties or obligations hereunder, except those which expressly survive.

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

THE WATER SYSTEM:

San Antonio Water System

By: _____

Robert R. Puente
President/Chief Executive Officer

Date

CONTRACTOR:

(Insert Contractor Name)

By: _____

Signature

Title

Date

LIST OF EXHIBITS

- Exhibit A: Compensation
- Exhibit B: Scope of Services
- Exhibit C: Standard Insurance Specifications
- Exhibit D: Term and Timeframe for Deliverables
- Exhibit E: Security Procedures
- Exhibit F: Approved Subcontractors
- Exhibit G: Conflict of Interest Questionnaire

**EXHIBIT A
COMPENSATION SCHEDULE
LUMP SUM PAYMENT METHOD**

Section 1 - Basis of Compensation

- 1.1 Total Fee for all services defined by this contract is to be a not to exceed lump sum amount of \$.00 - dollars and no cents, including expenses and it is agreed and understood that this amount will constitute full compensation to the Contractor. This amount has been approved and appropriated by the San Antonio Water System for expenditure under this agreement.
- 1.2 For the purpose of establishing costs to the Water System for any additional services payable on an hourly rate basis authorized in writing by the Water System, the following Hourly Billing Rate Table of the fees shall apply:

Hourly Billing Rate Table

| <u>DISCIPLINE</u> | <u>HOURLY RATE</u> |
|----------------------|--------------------|
| Principial | \$ |
| Project Manager | \$ |
| Clerical/Secretarial | \$ |

- 1.3 The Fee for all additional services in connection with Exhibit C is to be a lump sum in the amount of \$.00 - dollars and no cents and it is agreed and understood that this amount will constitute full compensation for any additional services when authorized in writing by the President/CEO. This amount has been approved and appropriated by the San Antonio Water System expenditure under this contract. (Use 1.3 only if the additional services \$ value is negotiated in advance)

Section 2 - Changes

- 2.1 The Contractor and the Water System acknowledge the fact that the Lump Sum Amount contained in paragraph 1.1 above has been established predicated upon the total estimated cost of services to be rendered under this agreement. For additional services or if the scope of services are changed, compensation shall be in accordance with Exhibit C and 1.2 above.

Section 3 - Method of Payments

3.1 Payment may be made to the Contractor/Contractor based upon the following:

Lump Sum

Section 4 -Reimbursable Expenses

There are no reimbursable expenses 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 Contractor prior to rendering services.
- 5.2 Invoices shall be submitted separately for each individual project assignment.
- 5.3 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 Contractor/Contractor.
- 5.4 For all services rendered, Contractor's payment to subcontractors is due within ten calendar days after receipt of payment from the Water System.
- 5.5 For services that are to be compensated on an hourly rate basis, the Contractor's invoice shall show the name of all Contractors, employees, titles, charging time to the project, the amount of time billed, the hourly rates, and the activity or activities performed by all Contractors and employees. Payroll time sheets shall be provided on request of the Water System.
- 5.6 For service that are to be compensated on a lump sum basis, the Contractor's invoice shall include a brief summary of the progress and completion of tasks to substantiate the percentage of completion of services as rendered during the previous month.
- 5.7 Reimbursable expenses included on the Contractor's invoice shall have copies of invoices, receipts, and other evidence of expenses.

Section 6 - Payment for Additional Services

Payments for Contractor's additional services shall show the same information required in subparagraphs 5.5 through 5.7 dependent upon the type of compensation and other evidence of expenses.

Section 7 - Payments Withheld

- 7.1 The Water System may withhold, amend, or reject any request for payment by the Contractor under conditions that include those described below:
- 7.2 Contractor's failure to provide adequate documentation for reimbursable expenses.
- 7.3 Contractor's failure to invoice as required in subparagraphs 5.5 through 5.7.

- 7.4 Errors or mistakes in the Contractor's invoice and/or defects, errors and omissions in the documents prepared by the Contractor or Contractor's subcontractor which are the basis for the payment request.
- 7.5 Water System's receipt of evidence that the Contractor's subcontractor have not been duly paid for their services in connection with this project subsequent to the Water System having disbursed compensation to the Contractor in consideration of and stemming from the efforts extended by the subcontractors.
- 7.6 Failure of the Contractor to render any service as stipulated by this agreement.

The Water System shall provide the Contractor with written notice of its intention to withhold, amend, or reject any request for payment by the Contractor. Upon written request by the Contractor 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 Contractor at a mutually agreed time to discuss the circumstances surrounding the determination to withhold, amend, or reject any request for payment by the Contractor.

**EXHIBIT B
SCOPE OF SERVICES**

[To be provided]

EXHIBIT C
SAWS STANDARD INSURANCE SPECIFICATIONS

[From RFQ or provided by Risk Management]

EXHIBIT D
TERM, EXTENSION, DELIVERABLES

[To be provided]

EXHIBIT E SECURITY PROCEDURES

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

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

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

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

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

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

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

EXHIBIT F
LIST OF SUBCONTRACTORS

[To be provided]

**EXHIBIT G
CONFLICT OF INTEREST QUESTIONNAIRE**

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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

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

OFFICE USE ONLY

Date Received

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

2

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

**EXHIBIT G
CONFLICT OF INTEREST QUESTIONNAIRE**

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

Page 2

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

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

Yes No

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

Yes No

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

Yes No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

Signature of person doing business with the governmental entity

Date