



REQUEST FOR QUALIFICATIONS
2016 COLLECTION AND DISTRIBUTION ENGINEERING
SERVICES

Solicitation No.: PS-00013

Addendum 1 | November 20, 2015

CHANGES TO THE RFQ

1. Page 45, Section XII. Indemnification, remove and replace in its entirety:

*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, SUBCONSULTANT 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.

2. Page 7, Section IV., Submitting a Response, B. Submission, 3. remove and replace with the following:

*Responses are limited to a maximum of **20 pages** per proposal. 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, cover letter, table of contents and tabs do not count towards the page limit. Number each page starting with the cover letter, including text charts and graphic images.*

END CHANGES TO THE RFQ

QUESTIONS AND ANSWERS

1. What is the contract time frame? Is this contract renewable for additional years?

The contract time frame is two (2) years or until funds are exhausted, whichever comes first. However, SAWS reserves the right, during negotiation with the selected firm, to enter into a shorter or longer term, as deemed necessary.

2. Can you please clarify if 11x17 sheets are able to be used for charts, schedules, graphics, etc..? Or are we restricted to using 8.5x11 for the entire proposal?

Please reference page 7, Section IV.B. 5, of the RFQ.

- 3. Under Section IV. Submitting a Response, letter B, item number 3, the RFQ states that the cover page does not count towards the page limit. Is SAWS considering the cover page to be a cover letter? If not, does the cover letter count towards the page limit?**

SAWS does not consider the cover page to be the same as the cover letter. However, the cover page and cover letter do not count towards the page limit. Reference #2, Changes to the RFQ, of this Addendum.

- 4. Does a table of contents count towards the page limit?**

No, the table of contents does not count towards the page limit. Reference #2, Changes to the RFQ, of this Addendum.

- 5. Do subconsultants need to fill out a Conflict of Interest Questionnaire?**

No. Only the prime consultant is required to submit the Conflict of Interest Questionnaire with their proposal packet.

END OF QUESTIONS AND ANSWERS

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

END ADDENDUM 1