



REQUEST FOR QUALIFICATIONS

Vista Ridge Integration Project Owner's Representative

Solicitation No.: Q-16-001-RA

Addendum 1 | June 22, 2016

CHANGES TO THE RFQ

1. Page 9, Section I. D. Additional Requirements, 2. that reads:

The selected OR Project Manager and/or Construction Manager must reside locally within the Bexar County area.

Is amended to read:

The selected OR Project Manager and/or Construction Manager must reside locally within Bexar County or an immediately adjacent county.

2. Page 15, Section IV. C. 4. Project Team and Resumes a. that reads:

- Lead Construction Manager (if different from the Lead Construction Manager)

Is amended to read:

- *Lead Construction Manager (if different from the Lead Project Manager)*

3. Page 22, Submittal Response Checklist, remove in its entirety and replaced with the revised version attached to this Addendum.

4. Page 26-32, Exhibit "A", SAWS Standard Insurance & Certificate of Liability Requirements, remove in its entirety and replaced with the revised version attached to this Addendum.

END CHANGES TO THE RFQ

QUESTIONS AND ANSWERS

1. Do you think an RFQ for design-build services will be advertised within 6 to 9 months from now?

Please reference page 10, Section I.F, Estimated Timeline, of the RFQ, which identifies the anticipated dates for project delivery, including release of the Design-Build Request for Qualifications in February 2017.

2. Is there a minimum percentage of work the Prime firm must perform?

No.

3. Section I.C.2.7. references SAWS's latest Water Infrastructure Plan – can you provide a link to this document?

SAWS' Water Infrastructure Plan (WIP) is currently being updated and is expected to be available in or near October 2016. The WIP map, which was updated in October 2015 and is available upon request to potential Respondents for informational purposes only. SAWS will require the execution of a SAWS Non-Disclosure Agreement as a condition of and prior to the release of the map. The Non-Disclosure Agreement can be found on the home page for this project. Once completed, the form should be sent via email to Rosalee Arcos at Rosalee.Arcos@saws.org.

4. Section I.D.2.: Can you clarify “resides locally in the Bexar County area” (such as a 75-mile radius)?

Reference #1 Changes to the RFQ of this Addendum.

5. Section I.D.5.: This item requests experience with 3 projects in the past 10 years serving as an OR for water or wastewater-related DB/alternative delivery project; however, Section IV.C.5. requests experience as an OR for a water-related project and developed a DCP within the last 10 years. Can you clarify which requirements will be used for scoring Project Experience?

The minimum requirement for a proposing firm to be considered is that the proposing firm must have demonstrated experience with, at a minimum, three (3) projects within the past ten (10) years serving as an OR for a water or wastewater-related DB/alternative delivery project, performing Project Management and Construction Management.

The proposing firm should demonstrate within their response for the Project Experience Section at least three (3) relevant projects in which your firm served as an OR for a water related project and developed a DCP within the last ten (10) years.

6. Section IV.B.6.: Do 11x17 sheets count as 1 or 2 pages?

Sheets that are ledger sized (11”x17”) should be reserved for figures or graphical information that cannot easily fit on to a standard size sheet (8.5”x11”). Ledger sized sheets are counted as one (1) page per side.

7. Section IV.C.4.a.: Can you clarify if the second bullet should read “Lead Construction Manager (if different from the Lead Project Manager)?

Reference #2 within Changes to the RFQ, of this Addendum.

- 8. Section IV.C.4.b.: Can you clarify if the Resumes should not exceed one (1) page per person, or if all resumes should not exceed one page total?**

A team member's resume may not exceed more than one (1) page, but Respondent's may choose to include more than one team members resume on a single page.

- 9. Section IV.C.6.a.: The last bullet states “a proposed schedule using Microsoft Project or other similar software...” – can we use Microsoft Project to develop a schedule, but use another method to present the schedule in our response (for legibility, graphics, and other information)?**

The schedule may be presented as best determined by the Respondent to clearly and precisely communicate the information. The method for development of the schedule should be described in the Respondent's response to Project Approach within their submittal.

- 10. Section IV.C.8.: Can we include our Financial Statement in a separately sealed envelope that does not count towards the 50-page limit? If so, how many copies of the Financial Statement do you request?**

The Financial Statements should be submitted in a separate sealed envelope. The Submittal Response Checklist was revised and should be used by responding firms in the preparation of the submittal packet. Reference #3, Changes to the RFQ.

The Financial Statements are required documents and will not count toward the 50 page limit.

- 11. What alternative pipeline segments have been evaluated to date and will this information be provided during the RFQ process?**

Alternative pipeline segments have not been evaluated or gone through condition assessment.

- 12. Will owner's rep perform as SAWS inspection team, or will SAWS provide inspection staff to the DB project?**

Reference Section I.C.5.b, which states that the OR is required to “provide construction management, inspection, and administration services, through project completion.”

- 13. For firms that are listed as subconsultants on the OR team, is there a certain type or percentage of work that would disqualify them from participating in the DB contract, or is any amount of participation prohibited?**

SAWS will provide a response June 23, 2016.

- 14. During the pre-submittal meeting for the subject solicitation, Vista Ridge Integration Project Owner's Representative, it was stated that the “selected OR prohibited from responding to procurement for DB contract or in any form or capacity be a part of the DB firm.” Can you please clarify? Does this include subconsultants who are on the prime's team for the OR project? Is there a maximum percentage for subconsultants on the successful OR team that could still prime or be part of the DB team?**

Reference response to Question #13.

- 15. Section 2. Preliminary Design, Paragraph a.2 of Scope of Services reads “Identify areas and utilities to be located by subsurface utility locating surveys, if necessary.” Is this task limited to records review only, and will the actual SUE (Subsurface Utility Engineering) and Utility Coordination tasks performed under this contract, or will they be left to the Design-Build contractor?**

The selected firm may be required to perform limited subsurface utility locating to confirm the utility surveys.

- 16. If SAWS is hiring a Professional Engineering Consultant, are the insurance amounts identified in Exhibit A the correct amounts intended for Consultant?**

The insurance amounts identified within Exhibit A are the correct amounts intended for the Consultant based on the size and complexity of the project.

- 17. Is SAWS to hire a Consultant or Contractor as the Owner’s Representative? Exhibit A includes references to a Contractor.**

SAWS is hiring a Consultant. The references to a Contractor have been removed from Exhibit A. Please see #4 under Changes to the RFQ of this Addendum.

PRE-SUBMITTAL QUESTIONS AND ANSWERS

- 1. Does SAWS have a standard form to provide the guarantee agreement between the guarantor and SAWS? Or, can the submitter develop their own form?**

SAWS does not have a standard guarantee agreement. The Respondent should develop their own form to submit with the proposal.

- 2. SAWS asks for 1 original and 15 copies. How many copies of the 3 years of financial statements are required? Also, I would like to suggest that Respondent’s submit only one copy of the financial statements and that they be submitted in a separate sealed envelope stamped “Confidential.”**

Respondents should only submit one (1) copy of the financial statements. See response to #10 Questions and Answers.

- 3. Would you give preference to reference projects that include pipelines located in congested rights of way as opposed to projects in Greenfield areas?**

SAWS prefers to see equivalent project experience.

- 4. Confirm that SAWS is considering experience projects with alternative delivery procurement other than design-build.**

SAWS prefers to see design-build projects, but are considering all forms of alternative delivery procurements since design-build is relatively new in Texas.

END OF PRE-SUBMITTAL QUESTIONS AND ANSWERS
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No other items, dates, or deadlines for this RFQ are changed.

END ADDENDUM 1

SUBMITTAL RESPONSE CHECKLIST

Project Name: Vista Ridge Integration Project Owner's Representative 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.

Original (1)

- Table of Contents
- Submittal Response Checklist
- Respondent Questionnaire
- Completed and signed W-9 Form, and include email address or fax number
- Evaluation Criteria
 - Project Team and Resumes (including Organizational Chart)
 - Project Experience
 - Project Approach
 - Quality Assurance/Control
- Copy of Current Certificate of Liability Insurance
- Exhibit "B" – Good Faith Effort Plan
- Exhibit "C" – Conflict of Interest Questionnaire
- CD

- Financial Statements (1)** – Separate Sealed Envelope

RFQ Response to Evaluation Criteria (15 copies)

Please note only the information indicated below should be included with tabs.

- Introductory Cover Letter (optional)
- Table of Contents
- Respondent Questionnaire
- Evaluation Criteria
 - Project Team and Resumes (including Organizational Chart)
 - Project Experience
 - Project Approach
 - Quality Assurance/Control

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

Signature

Date

Printed Name

Firm Name

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

(Rev. 6/22/16)

1. Commercial Insurance Specifications:

a. Commencing on the date of this Contract, the CONSULTANT shall, at his own expense, purchase, maintain and keep in force such lines of insurance coverage as will protect him and the San Antonio Water System ("SAWS") and the City of San Antonio ("the City") and their employees and agents from claims, which may arise out of or result from his operations under this Contract, whether such operations are by himself, by any Sub-Consultant, supplier or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable, including, without limitation, the following lines of insurance coverage:

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

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

This line of insurance coverage shall be endorsed to provide a **Waiver of Subrogation** in favor of SAWS and the City with respect to both this line of 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 a standard Workers' Compensation policy) that will protect the CONSULTANT, SAWS and the City for damages because of bodily injury, sickness, disease of vendor's employees apart from that imposed by Workers' Compensation laws.

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

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

- 3) **Commercial General Liability (CGL)** insurance that will protect the CONSULTANT, SAWS and the City from claims for damages because of bodily injury, personal injury, sickness, disease or death and insurance that will protect the CONSULTANT, SAWS and the City from claims for damages to or destruction of tangible property of others, including loss of use thereof.

This line of insurance coverage shall:

- Cover independent Consultants;
- Not include any exclusions relating to blasting, explosion, collapse of buildings or damage to underground property (*if applicable*);

- Afford coverage for Products Liability and/or Completed Operations and, Contractual Liability.

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

\$ 1,000,000.00	Occurrence Limit
2,000,000.00	General Aggregate
2,000,000.00	Products/Completed Operations Aggregate
1,000,000.00	Personal and Advertising Injury
1,000,000.00	Contractual Liability

This line of insurance coverage shall be endorsed:

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

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

This line of insurance coverage shall be endorsed:

- Naming SAWS and the City as an **Additional Insured**; and
 - To provide a **Waiver of Subrogation** in favor of SAWS and the City.
- 5) **Excess/Umbrella Liability (UL)** insurance in the amount of \$5,000,000.00. This policy shall be of an "**Occurrence**" type and the limit of liability shall be concurrent with (following form) and in excess of the **EL, CGL, and AL** lines of insurance coverage.

NOTE - For the Excess/Umbrella Liability policy, describe in the Description of Operations section of the Certificate of Liability Insurance ("Certificate"), the coverage form under which this line of coverage is written – either:

- Umbrella form; or
 - Other Than Umbrella form.
- 6) **Professional Liability (PL)** (errors and omissions) insurance with minimum coverage limits of \$10,000,000 per claim, \$10,000,000 in the aggregate **and**, if this line of coverage is written on a "Claims Made" form, the CONSULTANT must maintain this line of insurance coverage for a period of at least twenty-four (24) months after the date of Contract termination.

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.
- a. CONSULTANT shall require all Sub-Consultants to carry lines of insurance coverage appropriate to their scope of Work.
 - b. CONSULTANT agrees that with respect to the above required lines of insurance, all insurance policies are to contain or be endorsed to the extent, not inconsistent with the requirements of the issuing insurance carrier, to provide for an endorsement that the "other insurance" clause shall not apply where SAWS and the CITY are an Additional Insured shown on the policy if such endorsement is permitted by law and regulations.
 - c. CONSULTANT shall, upon request of SAWS, provide copies of all insurance policies and endorsements required under Contract.
 - d. CONSULTANT is responsible for the deductibles under all lines of insurance coverage required by these Specifications.
 - e. 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.
 - f. These minimum limits of insurance coverage may be either basic policy limits of the WC/EL, CGL and AL or any combination of basic limits or umbrella limits.
 - g. SAWS acceptance of Certificate(s) of Liability Insurance that in any respect, do not comply with these Specifications does not release the CONSULTANT from compliance herewith.
 - h. Each line of insurance coverage that is required under these Specifications shall be so written so as to provide SAWS and the City thirty (30) calendar days advance written notice directly of any cancellation or non-renewal of coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
 - i. Within five (5) calendar days of cancellation or non-renewal of coverage, the CONSULTANT shall provide a replacement Certificate of Liability Insurance and applicable endorsements to SAWS. SAWS shall have the option to suspend the CONSULTANT's performance should there be a lapse in coverage at any time during this Contract.
 - j. Failure to provide and to maintain continuous coverage by each of the required lines of insurance shall constitute a material breach of this contract.
 - k. In addition to any other remedies SAWS may have upon the CONSULTANT's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, SAWS shall have the right to order the CONSULTANT to stop performing services hereunder and/or withhold any payment(s) which become due to the

CONSULTANT hereunder until the CONSULTANT demonstrates compliance with the specifications hereof.

- l. Nothing herein contained shall be construed as limiting in any way the extent to which the CONSULTANT may be held responsible for payments of damages to persons or property resulting from the CONSULTANT 's or its Sub-Consultant's performance of the services covered under this Contract.
- m. It is agreed that the CONSULTANT's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by SAWS, the City and their employees and agents for liability arising out of operations under this Contract.
- n. CONSULTANT agrees that all lines of insurance coverage required by these Specifications shall be with insurance companies, firms or entities that have an **A.M. Best** rating of "**A-** ("**A**"- minus)" and a **Financial Size Category** of a "**VII**" or better. All lines of insurance coverage shall be of an "Occurrence" type except for the Consultant's Pollution Liability line of insurance coverage.

SAWS will accept worker's compensation coverage written by the Texas Workers Compensation Insurance Fund.

- o. SAWS reserves the right to review the above stated insurance specifications during the effective period of this Contract and any extension or renewal hereof and to request modification of lines of insurance coverage and their respective liability limits when deemed necessary and prudent by SAWS' Risk Manager and Legal Department based upon changes in statutory law, court decisions, or circumstances surrounding this Contract.

In no instance will SAWS and the City allow modification whereupon SAWS and the City may incur increased risk exposure.

2. Certificate(s) of Liability Insurance ("Certificate") Requirements

Prior to the commencement of any work under this Contract and once notified by SAWS Purchasing Division that your Company has been selected as the apparent, lowest responsive Bidder, pending Board final approval, and you will be requested to submit your Company's Certificate(s) of Liability Insurance, that Certificate(s) must meet all of the following requirements:

- a. The CONSULTANT shall have completed by its insurance agent(s), a Certificate(s) providing evidence of the lines of insurance coverage pursuant to Section 1.a.1) through 1.a.4) listed 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 this Agreement until such certificate(s) and endorsements have been received, reviewed and deemed 100% compliant with SAWS Purchasing Bid document Insurance Specifications by SAWS' Risk Management/Purchasing Division. No one other than SAWS Risk Manager shall have authority to waive any part of this requirement.
- 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 Bid number(s) and the Bid name **shall be included** in the Description of Operations section located in the bottom half of the standard ACORD Certificate of Liability Insurance 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 of Liability Insurance forms and formatted as follows:

San Antonio Water System/City of San Antonio

c/o Ebix BPO

PO Box 257

Ref. # 107-(Lawson Acct's Payable Vendor #)-(SAWS Purchasing Bid #)*

Portland, MI 48875-0257

**NOTE: SAWS Purchasing Division will provide the above address, to include a correct, complete Reference Number, in the written confirmation of being selected as the lowest responsive Bidder pending final Board approval.*

DO NOT BEGIN THE DISTRIBUTION OF ANY CERTIFICATE(S) BEFORE RECEIVING AND INSERTING THE COMPLETE REFERENCE NUMBER INTO THE CERIFICATE HOLDER ADDRESS SHOWN ABOVE.

- j. **Distribution of Completed Certificates** - Completed **Certificates of Liability Insurance** shall be distributed by the CONSULTANT within 5 days after receipt of written confirmation of being notified as the lowest, responsive Bidder pending final Board approval, as follows:

1) Send Original:

a) By Mail:

San Antonio Water System

C/O Ebix BPO

P.O. Box 257

Ref. #107-(**Same as the Certificate Holder name/address shown above**)

Portland, MI 48875-0257

b) By **Fax:** 1-517-647-7900

c) By **E-Mail:** CertsOnly-Portland@Ebix.com

2) Send Copy by mail to:

San Antonio Water System
Attention: Contracting Division
P.O. Box 2449
San Antonio, TX 78298-2449

- k. CONSULTANT shall be responsible for obtaining Certificates of Liability 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 **Insurance Specifications** 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