

**APPENDIX F**  
**TWDB CWSRF Tier III FORMS**

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## Preaward Compliance Review Report for All Applicants Requesting Federal Financial Assistance (ED-112)

Note: Read Instructions on Reverse Before Completing Form

I. A. Applicant <i>(Name, City, State)</i>	B. Recipient <i>(Name, City, State)</i>	C. Project No.
II. Brief Description of project, program or activity.		
III. Are any civil rights lawsuits or complaints pending against applicant and/or recipient? If "Yes", list those complaints and disposition of each complaint.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
IV. Have any civil rights compliance reviews of the applicant and/or recipient been conducted by any Federal agency during the two years prior to this application for activities which would receive EPA assistance? If "Yes", list those compliance reviews and status of each review.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
V. Is any other Federal assistance being applied for or is any other Federal financial assistance being applied to any portion of this project, program or activity? If "Yes", list the other Federal Agency(s), describe the associated work and the dollar amount of assistance.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
VI. If entire community under the applicant's jurisdiction is not served under the existing facilities/services, or will not be served under the proposed plan, give reasons why.		
VII. Population Characteristics		Number of People
1. A. Population of Entire Service Area		
B. Minority Population of Entire Service Area		
2. A. Population Currently Being Served		
B. Minority Population Currently Being Served		
3. A. Population to be Served by Project, Program or Activity		
B. Minority Population to be Served by Project, Program or Activity		
4. A. Population to Remain Without Service		
B. Minority Population to Remain Without Service		
VIII. Will all new facilities or alterations to existing facilities financed by this grant be designed and constructed to be readily accessible and useable by handicapped persons? If "No", explain how a regulatory exception (40 CFR 7.70) applies.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
IX. Give the schedule for future projects, programs or activities (or future plans), by which service will be provided to all beneficiaries within applicant's jurisdiction. If there is no schedule, explain why.		
A. Signature of Authorized Official	B. Title of Authorized Official	C. Date
<b>For the U. S. Environmental Protection Agency</b>		
<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Authorized EPA Official	Date

**Instructions**  
**General**

Recipients of Federal financial assistance from the U.S. Environmental Protection Agency must comply with the following statutes.

Title VI of the Civil Right Act of 1964 provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Act goes on to explain that the title shall not be construed to authorize action with respect to any employment practice of any employer, employment agency, or labor organization(except where the primary objective of the Federal financial assistance is to provide employment).

Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act provides that person in the United States shall on the ground of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the Federal Water Pollution Control Act, as amended. Employment discrimination on the basis of sex is prohibited in all such programs or activities.

Section 504 of The Rehabilitation Act of 1973 provides that no otherwise qualified handicapped individual shall solely by reason of handicap be excluded from participation in, be denied the benefit of or be subjected to discrimination under any program or activity receiving Federal finance assistance. Employment discrimination on the basis of handicap is prohibited in all such programs or activities.

The Age Discrimination Act of 1975 provides that no person on the basis of age shall be excluded from participation under any program or activity receiving Federal financial assistance. Employment discrimination is prohibited by the Age Discrimination in Employment Act administered by the Equal Employment Opportunity Commission.

Title IX of the Education Amendments of 1972 provides that no person on the basis of sex shall be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. Employment discrimination on the basis of sex is prohibited in all such education programs or activities. Note: an education program or activity is not limited to only those conducted by formal institution.

The information on this form is required to enable the U.S. Environmental Protection Agency to determine whether applicants and prospective recipients are developing projects, programs and activities on a nondiscriminatory basis as required by the above statutes.

Submit this form with the original and required copies of applications, requests for extensions, requests for increase of funds, etc. Updates of information are all that are required after the initial application submission.

If any item is not relevant to the project for which assistance is requested, write "NA" for "Not Applicable."

In the event applicant is uncertain about how to answer certain question, EPA program officials should be contacted for clarification.

**EPA FORM 4700-4 (Rev. 1/90) Reverse**

**ITEMS**

- IA. "Applicant" means any entity that files an application or unsolicited proposal or otherwise requests EPA assistance.
- IB. "Recipient" means any entity, other than applicant; which will actually receive EPA assistance.
- IC. Self- Explanatory.
- II. Self- Explanatory.
- III. "Civil rights lawsuits" mean any lawsuit or complaint alleging discrimination on the basis of race, color national origin, sex, age or handicap pending against the applicant and / or entity which actually benefits from the grant. For example, if a city is the named applicant but the grant will actually benefit the Department of Sewage, civil rights lawsuit involving both the city and the Department of Sewage should be listed.
- IV. "Civil right compliance review" mean any review assessing the applicant's and / or recipient's compliance with laws prohibiting
- V. Self-explanatory
- VI. The word "Community" refers to the area under the applicant's and / or recipient's jurisdiction. The "Community within might be a university or laboratory campus, or a community within a large city. If there is a significant disparity between minority and nonminority population to receive service, not otherwise satisfactorily explained, the Regional office may require a map which indicates the minority and nonminority population served by this project, program or activity.
- VII. This information is required so that reviewers may determine if a disparity in the proposed provision of service will exist in the event the application is approved for funding. Give population of recipient's jurisdiction, broken out by categories as specified.
- VIII. Self-explanatory
- IX. "Jurisdiction" means the geographical area over which applicant has the authority to provide service.
- X. Self-explanatory.

**"Burden Disclosure Statement"**

EPA estimates public reporting burden for the preparation of this form to average 30 minutes per response. This estimate includes the time for reviewing instructions, gathering and maintaining the data needed and completing and reviewing the form. Send comments regarding the burden estimate, including suggestions for reducing this burden, to Chief, Information Policy Branch, PM-233, U.S. Environmental Protection Agency, 401 M Street, S.W. Washington. D.C. 20460; and to the Office of Information and Regulatory Affairs. Office of Management and Budget, Washington, D.C. 20503.

## Assurances - Construction Programs (WRD-206)

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

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1. Has the legal authority to apply for Federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title DC of the Educational Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 16851686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibit discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient record; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to non-discrimination in the sale, rental, or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made, and (j) the requirements on any other non-discrimination Statute(s) which may apply to the application.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- 13. Will comply, as applicable, with the provisions of the Copeland Act (40 U.S.C § 276c and 18 U.S.C. § 874), the Contract Work Hours and Safety Standards Act (40 U.S. §§ 327-333) regarding labor standards for federally assisted construction subagreements.
- 14. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 930-234 which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 15. Will comply with environmental standard which may be prescribed pursuant to the following: (1) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 and Executive Order (EO) 11514; (b)
- 16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
- 18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
- 19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies governing this program.

Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal action to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

Adapted from Federal standard Form 424D (4-88)

### Application Affidavit (WRD-201)

THE STATE OF TEXAS §  
COUNTY OF [County where applicant is located] §  
[APPLICANT] §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared [affiant, affiant's title] as the Authorized Representative of the [applicant], who being by me duly sworn, upon oath says that:

1. the decision by the [applicant] ["City/District/Corporation"] to request financial assistance from the Texas Water Development Board ("Board") was made in a public meeting held in accordance with the Open Meetings Act (Government Code, §551.001, et seq.) and after providing all such notice as required by such Act as is applicable to the ["City/District/Corporation"];

2. the information submitted in the application is true and correct according to my best knowledge and belief;

3. the ["City/District/Corporation"] has no pending, threatened, or outstanding judgments, orders, fines, penalties, taxes, assessment or other enforcement or compliance issue of any kind or nature by the Environmental Protection Agency, Texas Commission on Environmental Quality, Texas Comptroller, Texas Secretary of State, or any other federal, state or local government, except for the following (if no such outstanding compliance issues, write in "none"):

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

4. the ["City/District/Corporation"] warrants compliance with the representations made in the application in the event that the Board provides the financial assistance; and

5. the ["City/District/Corporation"] will comply with all applicable federal laws, rules, and regulations as well as the laws of this state and the rules and regulations of the Board.

\_\_\_\_\_  
(signature of affiant)  
Name: [name of official representative]  
Title: [official capacity]

SWORN TO AND SUBSCRIBED BEFORE ME, by [name of affiant, title and official capacity], this (day) day of (Month), 200(yr).

\_\_\_\_\_  
(signature of notary)  
Notary Public, State of Texas

(NOTARY'S SEAL)





## Application Filing and Authorized Representative Resolution (WRD-201A)

A RESOLUTION by the \_\_\_\_\_ of the \_\_\_\_\_ requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

BE IT RESOLVED BY THE \_\_\_\_\_ OF THE \_\_\_\_\_:

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$\_\_\_\_\_ to provide for the costs of \_\_\_\_\_.

SECTION 2: That \_\_\_\_\_ be and is hereby designated the authorized representative of the \_\_\_\_\_ for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the \_\_\_\_\_ before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor:

Engineer:

Bond Counsel:

PASSED AND APPROVED, this the \_\_ day of \_\_\_\_\_, 200\_\_.

ATTEST:

(Seal)



## Application Affidavit - Certificate of Secretary (WRD-201b)

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

I, the undersigned, Secretary of the \_\_\_\_\_, Texas, DO HEREBY CERTIFY as follows:

1. That on the \_\_ day of \_\_\_\_\_, 2000, a regular meeting of the \_\_\_\_\_ was held at a meeting place within the City; the duly constituted members of the \_\_\_\_\_ being as follows:

and all of said persons were present at said meeting, except the following:

Among other business considered at said meeting, the attached resolution entitled:

"A RESOLUTION by the \_\_\_\_\_ of the \_\_\_\_\_ requesting financial participation from the Texas Water Development Board; authorizing the filing of an application for financial participation ; and making certain findings in connection therewith."

was introduced and submitted to the \_\_\_\_\_ for passage and adoption. After presentation and due consideration of the resolution, and upon a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_, the resolution was duly passed and adopted by the \_\_\_\_\_ by the following vote:

\_\_\_ voted "For"                      \_\_\_ voted "Against"                      \_\_\_ abstained

all as shown in the official Minutes of the \_\_\_\_\_ for the meeting held on the aforesaid date.

2. That the attached resolution is a true and correct copy of the original on file in the official records of the \_\_\_\_\_; the duly qualified and acting members of the \_\_\_\_\_ on the date of the aforesaid meeting are those persons shown above and, according to the records of my office, advance notice of the time, place and purpose of said meeting was given to each member of the \_\_\_\_\_; and that said meeting, and deliberation of the aforesaid public business, was open to the public and written notice of said meeting, including the subject of the above entitled resolution, was posted and given in advance thereof in compliance with the provisions of Chapter 551 of the Texas Government Code.

IN WITNESS WHEREOF, I have hereunto signed my name officially and affixed the seal of said \_\_\_\_\_, this the \_\_\_\_\_ of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Secretary

(SEAL)



<b>Wastewater Project Information (WRD-253a)</b>								
A. Project Name			B. Project No.			C. County		
C. Program(s)			D. Loan Amount			F. Loan Term		
G. Wastewater Project Description: (multiphase project, new, expansion, expansion of collection system, etc.)								
Attach map of service area affected by Project or other documentation.								
H. Wastewater Receiving Stream			I. TCEQ Permit No.		J. Segment No.	K. Long. & Lat. of Discharge Location		
L. Projected Wastewater Flows								
1. Design Flow MGD			2. 2-Hour Peak MGD					
M. Proposed Permit Parameters								
1. CBOD5 mg/l			4. NH3-N mg/l					
2. BOD5 mg/l			5. DO mg/l					
3. TSS mg/l			6. Other					
N. Other Pertinent Planning Information (Describe)								
O. Projected Population from application for 20 year period preferably in 5 year increments.  Attach justification and list service area populations if different from Planning Area.		Year	Reference Year 2005	2010	2015	2020	2025	20__
		Population						
Project Design Year		20__		Design Population				
P. Current Water Supply Information								
Surface Water Supply Name			Certificate No.			Annual Amount Used and Unit		
Ground Water Supply Aquifer					County			
Well Field Location					Annual Amount Used and Unit			
Q. Proposed Water Supply Information (over loan repayment period)								
Surface Water Supply Name			Certificate No.			Annual Amount Used and Unit		
Ground Water Supply Aquifer					County			
Well Field Location					Annual Amount Used and Unit			
R. Consulting Engineer Name			S. Telephone No.			T. E-mail address		
U. Applicant Contact Name, Title			V. Telephone No.			W. E-mail address		



**TEXAS WATER DEVELOPMENT BOARD**  
**APPLICANT/ENTITY AFFIRMATIVE STEPS CERTIFICATION and GOALS**

**WRD-215**

**I. PROJECT INFORMATION**

A. TWDB Project No.	B. Applicant/Entity Name	C. Loan/Grant Amount	D. Program Type (insert "X" for all that apply)
			<input type="checkbox"/> Drinking Water SRF (DWSRF) <input type="checkbox"/> Clean Water SRF (CWSRF) <input type="checkbox"/> Colonia Wastewater (CWTAP) <input type="checkbox"/> Other _____

**II. GOOD FAITH EFFORT** (Applicable to all PRIME Contracts Awarded by the Applicant/Entity)

*I understand that it is my responsibility to comply with all state and federal regulations and guidance in the utilization of Small, Minority, Women-Owned and Small Businesses in Rural Areas, in procurement. I certify that I will make a "good faith effort" to afford opportunities for SBE, MBE, WBE and SBRA's by:*

1. Including qualified SBE, MBE, WBE and SBRA's on procurement solicitation lists;
2. Soliciting potential SBE, MBE, WBE and SBRA's;
3. Reducing contract size/quantities, when economically feasible, to permit maximum participation by SBE, MBE, WBE and SBRA's;
4. Establishing delivery schedules to encourage participation by SBE, MBE, WBE and SBRA's;
5. Using the services and assistance of the Small Business Administration, Minority Business Development Agency, U.S. Department of Commerce, Texas Marketplace;
6. Requiring all PRIME contractors to follow steps 1-5 of the "good faith effort" in employing SBE, MBE, WBE and SBRA Subcontractors;

Signature - Applicant/Entity Representative	Title	Certification Date

**III. PROJECT PARTICIPATION ESTIMATES** (Demonstrates maximum potential for MBE/WBE participation, based on total loan/grant amount)

Total Procurement		Potential MBE Participation		Potential WBE Participation	
Cost Category	Total	Goal	Extension	Goal	Extension
Construction	\$ -	34.0%	\$ -	8.0%	\$ -
Supplies	\$ -	18.0%	\$ -	29.0%	\$ -
Equipment	\$ -	13.0%	\$ -	13.0%	\$ -
Services	\$ -	22.0%	\$ -	26.0%	\$ -
*Other Issuance Costs <small>(not subject to MWBE goals)</small>	\$ -	N/A		N/A	
<b>Total Procurement</b> <small>(must equal loan/grant amount)</small>	\$ -	\$ -	\$ -	\$ -	\$ -

**IV. TWDB APPROVAL SIGNATURES**

OPFCA Engineer	Approval Date	SWMBE Coordinator	Approval Date

\*Other ISSUANCE costs can include: origination fees; bond insurance; land/easement/right-of-way; attorney general fee; paying agent fee or other non-bid project costs.

**TEXAS WATER DEVELOPMENT BOARD  
AFFIRMATIVE STEPS SOLICITATION REPORT**

WRD-216  
Revised 07/21/06

**WRD-216**

**I. PROJECT INFORMATION**

A. TWDB Project No.	B. Applicant/Entity Name	C. Contract Amount	D. Program Type (insert "X" for all that apply)
			<input type="checkbox"/> Drinking Water SRF (DWSRF) <input type="checkbox"/> Clean Water SRF (CWSRF) <input type="checkbox"/> Colonia Wastewater (CWTAP) <input type="checkbox"/> Other _____
Project Description:			
Prime Contractor:			
Solicitation By:	Applicant/Entity	Prime Contractor	
TWDB Construction Contract Number:			

**II. SOLICITATION LIST**

<b>I N S T R U C T I O N S</b>	<p><b>Column 1</b></p> <p><b>Column 2</b></p> <p><b>Column 3</b></p> <p><b>Column 4</b></p>	<p>List on this form, or provide a separate list of each business entity solicited for procurement: Full name, street address, city/state/zip, for each Small, Minority, Woman, Rural Area or Other</p> <p>Enter one of the following procurement or contract categories: <b>CONSTRUCTION, SUPPLIES; EQUIPMENT; SERVICES</b></p> <p><b>SBE, MBE, WBE, SRBA, or OTHER (NOTE! "OTHER" = Company or firm is Non-SBE, MBE, WBE or SBRA)</b></p> <p>Evidence of <b>Good Faith Effort</b> solicitations will include a combination of the following outreach methods. Adequate backup documentation must be attached to this form for each method used.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">1. Newspaper Advertisements</td> <td style="width: 50%;">5. Internet &amp; Web Postings</td> </tr> <tr> <td>2. Direct Contact by Phone, Fax, Mailouts</td> <td>6. Trade Association Publications</td> </tr> <tr> <td>3. Meetings or Conferences</td> <td>7. Other Government Publications</td> </tr> <tr> <td>4. Minority Media</td> <td></td> </tr> </table>			1. Newspaper Advertisements	5. Internet & Web Postings	2. Direct Contact by Phone, Fax, Mailouts	6. Trade Association Publications	3. Meetings or Conferences	7. Other Government Publications	4. Minority Media	
1. Newspaper Advertisements	5. Internet & Web Postings											
2. Direct Contact by Phone, Fax, Mailouts	6. Trade Association Publications											
3. Meetings or Conferences	7. Other Government Publications											
4. Minority Media												
<b>Column 1</b>		<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>								
Name & Address of Business Entities Solicited for Procurement		Procurement or Contract Category	Type of Business	Solicitation Methods								
Signature - Authorized Representative		Title		Date								

**III. TWDB APPROVAL SIGNATURES**

OPFCA Engineer	Approval Date	SWMBE Coordinator	Approval Date



**TEXAS WATER DEVELOPMENT BOARD**  
**PRIME CONTRACTOR AFFIRMATIVE STEPS CERTIFICATION and GOALS**

**WRD-217**

**I. PROJECT INFORMATION**

A. TWDB Project No.	B. Applicant/Entity	C. Loan/Grant Amount	G. Program Type (insert "X" for all that apply)
			<input type="checkbox"/> Drinking Water SRF (DWSRF) <input type="checkbox"/> Clean Water SRF (CWSRF) <input type="checkbox"/> Colonia Wastewater (CWTAP) <input type="checkbox"/> Other _____
D. Contract Number	E. Prime Contractor	F. Contract Amount	

**II. GOOD FAITH EFFORT** (Applicable to all Sub-Agreements Awarded by the Prime Contractor)

<p><i>I understand that it is my responsibility to comply with all state and federal regulations and guidance in the utilization of Small, Minority, Women-Owned and Small Businesses in Rural Areas, in procurement. I certify that I will make a "good faith effort" to afford opportunities for SBE, MBE, WBE and SBRA's by:</i></p> <ol style="list-style-type: none"> <li>1. Including qualified SBE, MBE, WBE and SBRA's on procurement solicitation lists;</li> <li>2. Soliciting potential SBE, MBE, WBE and SBRA's;</li> <li>3. Reducing contract size/quantities, when economically feasible, to permit maximum participation by SBE, MBE, WBE and SBRA's;</li> <li>4. Establishing delivery schedules to encourage participation by SBE, MBE, WBE and SBRA's;</li> <li>5. Using the services and assistance of the Small Business Administration, Minority Business Development Agency, U.S. Department of Commerce, Texas Marketplace;</li> <li>6. Submitting documentation to the Texas Water Development Board to verify good faith effort, steps 1-5.</li> </ol>	<p style="color: red; font-weight: bold; font-size: 1.2em;">EXCEPTION</p> <p>As the Prime Contractor, I certify that I have reviewed the contract requirements and found no available subcontracting opportunities. I also certify that I will fulfill 100 percent of the contract requirements with my own employees &amp; resources.</p> <div style="text-align: center;"> <input style="width: 40px; height: 20px; border: 1px solid black;" type="checkbox"/>  <span style="color: red; font-size: 0.8em;">(check if applicable)</span> </div>	
<b>Signature - Authorized Representative</b>	<b>Title</b>	<b>Certification Date</b>

**III. PROJECT PARTICIPATION ESTIMATES** (Demonstrates maximum potential for MBE/WBE participation, based on total contract amount)

Total Procurement		Potential MBE Participation		Potential WBE Participation	
Cost Category	Total	Goal	Extension	Goal	Extension
Construction	\$ -	34.0%	\$ -	8.0%	\$ -
Supplies	\$ -	18.0%	\$ -	29.0%	\$ -
Equipment	\$ -	13.0%	\$ -	13.0%	\$ -
Services	\$ -	22.0%	\$ -	26.0%	\$ -
*Other Issuance Costs <small>(not subject to MWBE goals)</small>	\$ -	N/A		N/A	
<b>Total Procurement</b> <small>(must equal contract amount)</small>	\$ -	\$ -		\$ -	

**IV. TWDB APPROVAL SIGNATURES**

OPFCA Engineer	Approval Date	SWMBE Coordinator	Approval Date

\* Other ISSUANCE costs can include: origination fees; bond insurance; land/easement/right-of-way; attorney general fee; paying agent fee or other non-bid project costs.

**TEXAS WATER DEVELOPMENT BOARD  
SMWBE SELF-CERTIFICATION**

*For Utilization of Small, Minority, Women-Owned, & Small Businesses in Rural Areas in Procurement*

**WRD-218**

**I. PROJECT INFORMATION**

A. TWDB Project No.	B. Applicant/ Entity Name	C. Contract Amount	D. Program Type (insert "X" for all that apply)
			<input type="checkbox"/> Drinking Water SRF (DWSRF) <input type="checkbox"/> Clean Water SRF (CWSRF) <input type="checkbox"/> Colonia Wastewater (CWTAP) <input type="checkbox"/> Other _____
E. Contractor Name and Address			

**II. CERTIFICATION**

*I hereby certify that the above named firm is in-fact, a Small, Minority, Women-Owned or Small Business in a Rural Area, in accordance with the Texas Water Development Board guidance document (SRF-052).*

Place "X" in the appropriate category	}	Small Business Enterprise (SBE)	<input type="checkbox"/>
		Minority Business Enterprise (MBE)	<input type="checkbox"/>
		Women-Owned Business Enterprise (WBE)	<input type="checkbox"/>
		Small Business in a Rural Area (SBRA)	<input type="checkbox"/>

Signature - PRIME Contractor	Title	Date
Signature - APPLICANT/ENTITY Representative	Title	Date

**III. NOTARIZATION**

State of: _____ County of: _____ SWORN TO AND SUBSCRIBED before me on: _____ Signature _____ Date _____	<i>(Imprint Seal)</i>
Printed Name: _____	My Commission Expires on: _____

**IV. TWDB APPROVAL SIGNATURES**

OPFCA Engineer	Approval Date	SMWBE Coordinator	Approval Date

**TEXAS WATER DEVELOPMENT BOARD  
LOAN/GRANT PARTICIPATION SUMMARY**

**SRF-373**

**I. PROJECT INFORMATION**

A. TWDB Project Number	B. Applicant/Entity Name	C. Contract or Loan Amount	D. Program Type (insert "X" for all that apply)
			<input type="checkbox"/> Drinking Water SRF (DWSRF) <input type="checkbox"/> Clean Water SRF (CWSRF) <input type="checkbox"/> Colonia Wastewater (CWTAP) <input type="checkbox"/> Other _____
Project Description:			
Prime Contractor:			
Solicitation By:	Applicant/Entity	Prime Contractor	
TWDB Construction Contract Number: _____	→		

**II. LIST OF ACTUAL CONTRACTS / PROCUREMENTS**

I N S T R U C T I O N S	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
	Name & Address of Contracted Firm/Vendor	Procurement Category	Type of Business	Actual Contract Awarded (\$)	Contract Execution Date	Type of SMWBE Certification
	Enter the full name, street address, city/state/zip for each firm awarded a contract for the project					
	Enter the procurement category: <b>CONSTRUCTION; SUPPLIES; EQUIPMENT; SERVICES</b>					
	Enter the type of business: <b>SBE; MBE; WBE; SRBA; or OTHER</b> (OTHER = Non-SBE, MBE, WBE or SBRA)					
	Enter the exact amount of the awarded contract					
	Enter the exact date the contract was or will be executed					
	Enter the certification type (i.e. state; federal; NCTRCA; City of Houston; Self-Certification etc.)					
<i>I hereby certify that all of the firms listed above were contracted to work on the specified project. I also certify that I will immediately notify the Texas Water Development Board if any of the listed small, minority, women-owned or rural firms are terminated from the project.</i>						
	Signature - Authorized Representative		Title		Date	

**III. TWDB APPROVAL SIGNATURES**

OPFCA Engineer	Approval Date	SMWBE Coordinator	Approval Date

## Texas Water Development Board

### Supplemental Contract Conditions (ED-004e)

#### CWSRF Tier 3, & DWSRF

##### Instructions on use

##### **Applicability**

These Supplemental Conditions contain provisions that are worded to comply with certain statutes and regulations which specifically relate to the Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) program projects receiving funds directly made available by the Federal capitalization grants. Provisions which are applicable to the project's funding source or dollar value of the contract are so noted within with the provision.

Construction projects which have Colonia Wastewater Treatment Assistance Program (CWTAP) funding do not use these conditions but instead use the EPA Supplemental Conditions and TWDB Special Conditions ED-004C. Construction projects which are financed by CWSRF Tier 2 (projects receiving state funds) instead use TWDB Supplemental Conditions ED-004E. Projects with State Loan funding use Supplemental Conditions ED-004G. Optional provisions that are good business practices are available in ED-004H.

##### **Application of Conditions**

The conditions and forms listed under *Instructions to Bidders* are to be included in the instructions to bidders for construction services. The provisions listed under *Construction Contract Supplemental Conditions* should be included with the other general and special conditions that are typically included in the construction contract documents by the design engineer.

##### **Modifications to Provisions**

The Applicant may need to modify parts of these provisions to better fit the other provisions of the construction contract. The Applicant and the consulting engineer should carefully study these provisions before incorporating them into the construction contract documents. In particular, Water Districts and other types of districts should be aware of statutes relating to their creation and operation which may affect the application of these conditions.

The Recipient (Owner) is to determine and incorporate the affirmative action goals for the project into supplemental condition No. 12. Condition number 15 (Archeological Discoveries and Cultural Resources) and 16 (Endangered Species) may be superseded or modified by project specific conditions established during the application process.

These documents may confer certain duties and responsibilities on the consulting engineer that are beyond, or short of, what the Applicant intends to delegate. The Applicant should ensure that the contractual agreement with the engineer provides for the appropriate services. Otherwise the Applicant should revise the wording in these special conditions to agree with actually delegated functions.

##### **Good Business Practices**

There are other contract provisions that the Owner and Designer need to include as a matter of good business practices. It is recommended that provisions addressing the following matters be included in the construction contract. Contract Provisions that satisfy these are available from TWDB upon request.

- Specifying the time frame for accomplishing the Construction of the project, and the consequences of not completing on time, including liquidation damages.
- Specifying the type and dollar value of and documentation of insurance the contractor is to carry. As a minimum the contractor should carry liability and builder's risk insurance
- Identifying the responsibility of the contractor - Responsibility and warranty of work.
- Price reduction for defective pricing of negotiated costs.
- Differing site conditions - notice and claims regarding site conditions differing from indicated conditions.
- Covenants against contingent fees - Prohibit contingent fees for securing business.
- Gratuities - Prohibitions against offering and accepting gratuities
- Audit and access records
- Suspension of work - Conditions under which owner may suspend work.
- Termination - Conditions under which owner may terminate
- Remedies - How disputes will be remedied.

### **Other Requirements**

There may be other local government requirements and applicable Federal and State statutes and regulations which are not accommodated by these conditions. It is the Loan/Grant Recipient's responsibility to ensure that the project and all contract provisions are consistent with the relevant statutes and regulations.

### **Advertisements for Bids**

The official advertisement for bids that is published in newspapers should include certain information including:

- A clear description of what is being procured.
- How to obtain P&S, and necessary forms and information.
- The date and time by which bids are to be received. (deadline)
- The address where bids are to be provided.
- Acknowledgement of any special requirements such as mandatory pre-bid conference and Affirmative Action requirements.
- Right to reject any and all bids.

### **Bid proposal**

The Bid proposal form should account for the following.

- If lump sum bid, account for Property Consumed in Contracts to Improve Real Property; Tax Code 151.056.
- Distinguish Eligible and Ineligible items.
- Accommodate Trench Safety requirements with separate per unit pay item for trench excavation safety protection Health and Safety Code Chapter 756.
- Include space for Contractor to acknowledge receipt of each Addendum issued during the bidding process.

### **Bidding Process:**

The Plans and Specifications should include an explanation of how the bids will be processed. The explanation should include the following components.

- Whether a Pre-bid Conference, will be held, whether it is optional or mandatory, and where and when it will be held.
- Specify the criteria and process for determining responsiveness and responsibility of the bidder
- Specify the method of determining the successful bidder and award (IE. Award to the lowest responsive responsible bidder, accounting for any multiple parts to bids.)
- Allow for withdrawal of a bid due to a material mistake.

- Identify the time frame that the bids may be held by the Owner before awarding a contract. (IE. Typically for 60 or 90 days.)
- Acknowledge right of the Owner to reject any and all bids.

All proposed modifications to these conditions should be brought to the attention of and discussed with the appropriate TWDB area engineer. The TWDB engineer can also answer any questions regarding these conditions. The questions and proposed modifications can be sent to the following address.

Texas Water Development Board  
Office of Project Finance & Construction Assistance  
P. O. Box 13231, Capitol Station  
Austin, Texas 78711-3231  
(512) 463-7853 FAX (512) 475-2086

# Texas Water Development Board

## SUPPLEMENTAL CONTRACT CONDITIONS

For Projects Funded through the  
Clean Water State Revolving Loan Program (Tier 3)  
and  
Drinking Water State Revolving Loan Program

# **TWDB SUPPLEMENTAL CONDITIONS**

## **CWSRF Tier 3, and DWSRF**

### **Table of Contents**

#### **Instructions to Bidders**

##### Conditions:

1. [Minority and Women-Owned Businesses Enterprise Goals](#)
2. [Contingent Award of Contract](#)
3. [Equal Employment Opportunity and Affirmative Action](#)
4. [Debarment and Suspension Certification](#)
5. [Bid Guarantee](#)

##### Forms to be submitted with bids (attached)

- Bidder's Certifications regarding Equal Employment Opportunity and Non-Segregated Facilities (WRD-255)
- [MWBE Affirmative Steps Certification and Goals](#) (WRD-217)

#### **Construction Contract Supplemental Conditions**

##### Conditions:

1. [Supersession](#)
2. [Privity of Contract](#)
3. [Definitions](#)
4. [Laws to be Observed](#)
5. [Review by Owner, and TWDB](#)
6. [Performance and Payment Bonds](#)
7. [Progress Payments and Payment Schedule](#)
8. [Workman's Compensation Insurance Coverage](#)
9. [Changes](#)
10. [Prevailing Wage Rates](#)
11. [Contract Work Hours Requirements](#) (29 CFR 5.1, & 5.6)
12. [Equal Employment Opportunity and Affirmative Action](#) (41 CFR 60-1.4, 1.7, 1.8, 4.2, and 4.3)
13. [Debarment and Suspension](#) (40 CFR 32, Appendix B)
14. [Minority and Women-Owned Business Enterprise](#)
15. [Archeological Discoveries and Cultural Resources](#)
16. [Endangered Species](#)
17. [Hazardous Materials](#)
18. [Project Sign](#)
19. [Operation and Maintenance Manuals and Training](#)
20. [As-built Dimensions and Drawings](#)

##### Forms to be submitted with executed contracts:

- Contractor's Act of Assurance (ED-103)
- Contractor's Resolution on Authorized Representative (ED-104)
- MWBE Affirmative Steps Solicitation Report (WRD-216)
- MWBE Self-Certification (WRD-218)

##### Forms to be submitted during construction:

- MWBE Certification and Participation Summary (WRD-373)



# EPA AND TWDB SUPPLEMENTAL CONDITIONS

## Instructions to Bidders

1. **MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE GOALS** - This contract is subject to the EPA established Minority Business Enterprise (MBE) / Women's Business Enterprise (WBE) "fair share" goals:

MBE: CONSTRUCTION 10.3%; SUPPLIES 5%; SERVICES 11.5%; EQUIPMENT 5%.

WBE: CONSTRUCTION 5.9%; SUPPLIES 7.6%; SERVICES 14.5%; EQUIPMENT 7.6%.

TWDB document *Guidance for Utilization of Small, Minority and Women Owned Businesses*, SRF-52v3 describes the requirements of this program.

The prime contractor must **submit the PRIME CONTRACTOR AFFIRMATIVE STEPS CERTIFICATION and GOALS (WRD-217) with the bid**, to demonstrate the Prime Contractor's understanding and commitment to taking affirmative steps.

The contractor must provide the Owner with the information required for *Loan Grant Participation Summary*, TWDB document SRF-373 and provide sufficient documentation (TWDB WRD-216) that a "good faith effort" was made in offering fair opportunity for participation by qualified SMWBE firms. This information must be submitted prior to the contract award so the information can be approved and presented to the TWDB for funding of this contract.

## 2. CONTINGENT AWARD OF CONTRACT

This contract is contingent upon release of funds from the Water Development Board.

Any contract or contracts awarded under this Invitation for Bids are expected to be funded in part by a loan or grant from the Texas Water Development Board, and a grant from the United States Environmental Protection Agency (U.S. EPA.) Neither the State of Texas, or U.S. EPA nor any of its departments, agencies, or employees are or will be a party to this Invitation for Bids or any resulting contract.

## 3. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION - This provision applies only to Clean Water State Revolving Fund Program projects and Drinking Water Financial Assistance Program projects

Equal Opportunity in Employment - All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin. Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

The *Bidder's EEO/NSF Certifications* regarding Equal Employment Opportunity and Non-Segregated Facilities (WRD-255) **must be submitted with the bid.**

## 4. DEBARMENT AND SUSPENSION CERTIFICATION - This provision applies only to Clean Water State Revolving Fund Program projects and Drinking Water Financial Assistance Program projects which receive funds made directly available by Federal funding.

This contract is subject to the provisions the federal Debarment and Suspension requirements of 40 CFR Part 32, including but not limited to Appendix B as follows:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

### Instructions for Certification

4.1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

4.2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

4.3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4.4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

4.5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

4.6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

4.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

4.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

4.9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **5. BID GUARANTEE**

Each bidder shall furnish a bid guarantee equivalent to five percent of the bid price. (Water Code 17.183). If a bid bond is provided, the contractor shall utilize a surety company which is authorized to do business in Texas in accordance with Art. 7.19-1. Bond of Surety Company; Chapter 7 of the Insurance Code.

Forms to be submitted with Bid:

- **Bidder's EEO/NSF Certifications** regarding Equal Employment Opportunity and Non-Segregated Facilities (WRD-255)
- **Prime Contractor Affirmative Steps Certification and Goals** (WRD-217)

## **Construction Contract Supplemental Conditions**

### Conditions:

#### **1. The SUPERSESSSION**

Owner and the contractor agree that the TWDB Supplemental Conditions apply to that work eligible for Texas Water Development Board assistance to be performed under this contract and these clauses supersede any conflicting provisions of this contract.

#### **2. PRIVITY OF CONTRACT**

Funding for this project is expected to be provided in part by the Texas Water Development Board. Neither the State of Texas, nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower tier contract. This contract is subject to applicable provisions 31 TAC Chapter 363 in effect on the date of the assistance award for this project.

#### **3. DEFINITIONS**

- The term Owner means the local entity contracting for the construction services.
- The term "TWDB" means the Executive Administrator of the Texas Water Development Board, or other person who may be at the time acting in the capacity or authorized to perform the functions of such Administrator, or the authorized representative thereof.

#### **4. LAWS TO BE OBSERVED**

In the execution of the Contract, the Contractor must comply with all applicable Local, State and Federal laws, including but not limited to laws concerned with labor, safety, minimum wages, and the environment. The Contractor shall make himself familiar with and at all times shall observe and comply with all Federal, State, and Local laws, ordinances and regulations which in any manner affect the conduct of the work, and shall indemnify and save harmless the Owner, Texas Water Development Board, and their representatives against any claim arising from violation of any such law, ordinance or regulation by himself or by his subcontractor or his employees.

#### **5. REVIEW BY OWNER, and TWDB**

- The Owner, authorized representatives and agents of the Owner, and TWDB shall, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the Owner through authorized representatives or agents.
- Any such inspection or review by the TWDB shall not subject the State of Texas to any action for damages.

#### **6. PERFORMANCE AND PAYMENT BONDS**

Each contractor awarded a construction contract furnish performance and payment bonds:

- the performance bond shall include without limitation guarantees that work done under the contract will be completed and performed according to approved plans and specifications and in accordance with sound construction principles and practices; and
- the performance and payment bonds shall be in a penal sum of not less than 100 percent of the contract price and remain in effect for one year beyond the date of approval by the engineer of the political subdivision.
- The contractor shall utilize a surety company which is authorized to do business in Texas in accordance with Art. 7.19-1. Bond of Surety Company; Chapter 7 of the Insurance Code.

## **7. PROGRESS PAYMENTS AND PAYMENT SCHEDULE**

(a) The Contractor shall submit for approval immediately after execution of the Agreement, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work, the anticipated monthly payments to become due the Contractor, and the accumulated percent of progress each month.

(b) The following paragraph applies only to contracts awarded on a lump sum contract price:

**COST BREAKDOWN** - The Contractor shall submit to the Owner a detailed breakdown of his estimated cost of all work to be accomplished under the contract, so arranged and itemized as to meet the approval of the Owner or funding agencies. This breakdown shall be submitted promptly after execution of the agreement and before any payment is made to the Contractor for the work performed under the Contract. After approval by the Owner the unit prices established in the breakdown shall be used in estimating the amount of partial payments to be made to the Contractor.

(c) Progress Payments

(1) The Contractor shall prepare his requisition for progress payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for his review. Except as provided in Paragraph (3) of this subsection, the amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) five percent (5%) of the total amount, as a retainage and (2) the amount of all previous payments. The total value of work completed to date shall be based on the actual or estimated quantities of work completed and on the unit prices contained in the agreement (or cost breakdown approved pursuant to section 6.b relating to lump sum bids) and adjusted by approved change orders. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection by the Engineer.

(2) The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Owner in all details.

(3) This clause applies to contracts when the Owner is a Municipal Utility District, or Water Control and Improvement District. The retainage shall be ten percent of the amount otherwise due until at least fifty percent of the work has been completed. After the project is fifty percent completed, the District may reduce the retainage from ten percent to no less than five percent.

(4) The five percent (5%) retainage of the progress payments due to the Contractor may not be reduced until the building of the project is substantially complete and a reduction in the retainage has been authorized by the TWDB.

(5) The following clause applies only to contracts where the total price at the time of execution is \$400,000 or greater and the retainage is greater than 5% and the Owner is not legally exempted from the condition (i.e certain types of water districts).

The Owner shall deposit the retainage in an interest-bearing account, and the interest earned on such retainage funds shall be paid to the Contractor after completion of the contract and final acceptance of the project by the Owner.

(d) Withholding Payments. The Owner may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Owner and if so elects may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by

them. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and his subcontractors or Material dealers, or to withhold any moneys for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

- (c) Payments Subject to Submission of Certificates. Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors by Section 3 hereof (relating to labor standards) and other general and special conditions elsewhere in this contract.
- (e) Final Payment.
  - (1) Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract or as a termination settlement under this contract the contractor shall execute and deliver to the Owner a release of all claims against the Owner arising under, or by virtue of, this contract, except claims which are specifically exempted by the contractor to be set forth therein. Unless otherwise provided in this contract, by State law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the Owner's claims against the contractor or his sureties under this contract or applicable performance and payment bonds.
  - (2) After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Agreement or cost breakdown (if lump sum), as adjusted by approved change orders. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments.
  - (3) The retainage and its interest earnings, if any, shall not be paid to the Contractor until the TWDB has authorized a reduction in, or release of, retainage on the contract work.
  - (4) Withholding of any amount due the Owner, under general and/or special conditions regarding "Liquidated Damages," shall be deducted from the final payment due the Contractor.

## **8. WORKMAN'S COMPENSATION INSURANCE COVERAGE**

- (a) The contractor shall certify in writing that the contractor provides workers' compensation insurance coverage for each employee of the contractor employed on the public project.
- (b) Each subcontractor on the public project shall provide such a certificate relating to coverage of the subcontractor's employees to the general contractor, who shall provide the subcontractor's certificate to the governmental entity.
- (c) A contractor who has a contract that requires workers' compensation insurance coverage may provide the coverage through a group plan or other method satisfactory to the governing body of the governmental entity.
- (d) The employment of a maintenance employee by an employer who is not engaging in building or construction as the employer's primary business does not constitute engaging in building or construction.
- (e) In this section:
  - (1) "Building or construction" includes:
    - (A) erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
    - (B) remodeling, extending, repairing, or demolishing a structure; or
    - (C) otherwise improving real property or an appurtenance to real property through similar activities.
  - (2) "Governmental entity" means this state or a political subdivision of this state. The term includes a municipality.

## 9. CHANGES

- (a) The Owner may at any time, without notice to any surety, by written order, make any change in the work within the general scope of the contract, including but not limited to changes:
  - (1) In the specifications (including drawings and designs);
  - (2) In the time, method or manner of performance of the work;
  - (3) In the Owner-furnished facilities, equipment, materials, services or site, or
  - (4) Directing acceleration in the performance of the work.
- (5) The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor. (Local Government Code 271.060)
- (b) A change order shall also be any other written order (including direction, instruction, interpretation or determination) from the Owner which causes any change, provided the contractor gives the Owner written notice stating the date, circumstances and source of the order and that the contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Owner shall be treated as a change under this clause or entitle the contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the contractor's cost or the time required to perform any part of the work under this contract, whether or not changed by any order, the Owner shall make an equitable adjustment and modify the contract in writing. Except for claims based on defective specifications, no claim for any change under paragraph (a)(2) above shall be allowed for any costs incurred more than 20 days before the contractor gives written notice as required in paragraph (a)(2). In the case of defective specifications for which the Owner is responsible, the equitable adjustment shall include any increased cost the contractor reasonably incurred in attempting to comply with those defective specifications.
- (e) If the contractor intends to assert a claim for an equitable adjustment under this clause, the contractor must, within 30 days after receipt of a written change order under paragraph (a)(1) or the furnishing of a written notice under paragraph (a)(2), submit a written statement to the Owner setting forth the general nature and monetary extent of such claim. The Owner may extend the 30-day period. The contractor may include the statement of claim in the notice under paragraph (2) of this changes clause.
- (f) No claim by the contractor for an equitable adjustment shall be allowed if made after final payment under this contract.
- (g) Changes that involve an increase in price will be supported by documentation of the costs components in a format acceptable to the Owner.

## 10. PREVAILING WAGE RATES

This Contract is subject to Government Code Chapter 2258 concerning payment of Prevailing Wage Rates. The Owner will determine what are the general prevailing rates in accordance with the statute. The applicable provisions include, but are not limited to the following:

### § 2258.021. Right to be Paid Prevailing Wage Rates

- (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:
  - (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
  - (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.
- (b) Subsection (a) does not apply to maintenance work.
- (c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, § 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, § 18.01, eff. Sept. 1, 1997.

### § 2258.023. Prevailing Wage Rates to be Paid by Contractor and Subcontractor; Penalty

- (a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

- (b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.
- (c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.
- (d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.
- (e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Added by Acts 1995, 74th Leg., ch. 76, § 5.49(a), eff. Sept. 1, 1995.

**§ 2258.024. Records**

- (a) A contractor and subcontractor shall keep a record showing:
  - (1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and
  - (2) the actual per diem wages paid to each worker.
- (b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

Added by Acts 1995, 74th Leg., ch. 76, § 5.49(a), eff. Sept. 1, 1995.

**§ 2258.025. Payment Greater Than Prevailing Rate Not Prohibited**

This chapter does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

Added by Acts 1995, 74th Leg., ch. 76, § 5.49(a), eff. Sept. 1, 1995.

**11. CONTRACT WORK HOURS REQUIREMENTS (29 CFR 5.1, & 5.6) - This provision only applies to Clean Water State Revolving Fund Program projects and Drinking Water Financial Assistance Program projects which receive funds made directly available by Federal funding.**

This contract is subject to Title 29 Code of Federal regulations Part 5 concerning Contract Work Hours, including but not limited to the following.

Sec. 5.5 Contract provisions and related matters. (a) omitted.

- (b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
  - (1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - (2) **Violation;** liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
  - (3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant Owner) shall upon its own action or upon written request of an

authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
- (c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**12. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION - This provision only applies to Clean Water State Revolving Fund Program projects and Drinking Water Financial Assistance Program projects which receive funds made directly available by Federal funding and the contract agreement is for more than \$10,000.**

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, age, handicap, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, the Age Discrimination in Employment Act of 1967, 29 U.S.C.A. 621 (1985), Executive Order 12250



of November 2, 1980, the Rehabilitation Act of 1973, 29 U.S.C.A. 701 et seq. (1985), and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

(h) The Contractor will comply with Executive Order 11246 based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4 and its efforts to meet the goals established for the geographical area where the Contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. The goals are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any office of federal contract compliance programs office or from federal procurement contracting officers (512) 229-5835. The Contractor is expected to make substantially uniform progress toward its goal in each craft during the period specified.

Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals set for minority and female participation and which is set forth in the solicitations from which this contract resulted.

**13. DEBARMENT AND SUSPENSION - This provision applies only to Clean Water State Revolving Fund Program projects and Drinking Water Financial Assistance Program projects which receive funds made directly available by Federal funding.**

This contract is subject to the Title 40 Code of Federal Regulations Part 32 concerning Debarment and Suspension. The contractor will comply with the assurances provided with the bid that led to this contract.

**14. MINORITY AND WOMEN-OWNED BUSINESSES ENTERPRISES - This provision only applies to Clean Water State Revolving Fund Program projects and Drinking Water Financial Assistance Program projects.**

- (a) The Contractor shall, if awarding sub-agreements, to the extent appropriate for the goals listed in the instructions to bidders make a good faith effort to use minority and women business when possible as sources of supplies, construction, equipment and services by taking the following steps:
- (1) Including qualified small, minority, and women's businesses on solicitation lists;
  - (2) Assuring that small, minority, and women's businesses are solicited whenever they are potential sources;
  - (3) Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small, minority, and women's businesses;
  - (4) Establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority, and women's businesses; and
  - (5) Using the services and assistance of the Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce, as appropriate.
- (b) The Contractor shall submit to the Owner information on utilization of minority and women business enterprises within 30 days of entering into an agreement with a minority or women business enterprise. **The information shall include reporting called for in Texas Water Development Board's Guidance for Utilization of Small, Minority & Women-Owned Businesses, SRF-052v3 in procurement.**
- (c) The Contractor shall maintain a documentation file on all efforts to obtain Minority and Women-Owned Business Participation.

**15. ARCHEOLOGICAL DISCOVERIES AND CULTURAL RESOURCES**

No activity which may affect properties listed or properties eligible for listing in the National Register of Historic Places, or eligible for designation as a State Archeological Landmark is authorized until the Owner has complied with the provisions of the National Historic Preservation Act and the Antiquities Code of Texas. The Owner has previously coordinated with the appropriate agencies and impacts to known cultural or archeological deposits have been avoided or mitigated. However, the Contractor may encounter unanticipated cultural or archeological deposits during construction.

If archeological sites or historic structures which may qualify for designation as a State Archeological Landmark according to the criteria in 13 TAC 41.6 - 41.10, or that may be eligible for listing on the National Register of Historic Places in accordance with 36 CFR Part 800, are discovered after construction operations are begun, the Contractor shall immediately cease operations in that particular area and notify the Owner, the TWDB, and the Texas Antiquities Committee, P.O. Box 12276, Capitol Station, Austin, Texas 78711-2276. The Contractor shall take reasonable steps to protect and preserve the discoveries until they have been inspected by the Owner's representative and the TWDB. The Owner will promptly coordinate with the State Historic Preservation Officer and any other appropriate agencies to obtain any necessary approvals or permits to enable the work to continue. The Contractor shall not resume work in the area of the discovery until authorized to do so by the Owner.

**16. ENDANGERED SPECIES**

No activity is authorized that is likely to jeopardize the continued existence of a threatened or endangered species as listed or proposed for listing under the Federal Endangered Species Act (ESA), and/or the State of

Texas Parks and Wildlife Code on Endangered Species, or to destroy or adversely modify the habitat of such species.

If a threatened or endangered species is encountered during construction, the Contractor shall immediately cease work in the area of the encounter and notify the Owner, who will immediately implement actions in accordance with the ESA and applicable State statutes. These actions shall include reporting the encounter to the TWDB, the U. S. Fish and Wildlife Service, and the Texas Parks and Wildlife Department, obtaining any necessary approvals or permits to enable the work to continue, or implement other mitigation actions. The Contractor shall not resume construction in the area of the encounter until authorized to do so by the Owner.

#### **17. HAZARDOUS MATERIALS**

Materials utilized in the project shall be free of any hazardous materials, except as may be specifically provided for in the specifications.

If the Contractor encounters existing material on sites owned or controlled by the Owner or in material sources that are suspected by visual observation or smell to contain hazardous materials, the Contractor shall immediately notify the Engineer and the Owner. The Owner will be responsible for the testing for and removal or disposition of hazardous materials on sites owned or controlled by the Owner. The Owner may suspend the work, wholly or in part during the testing, removal or disposition of hazardous materials on sites owned or controlled by the Owner.

#### **18. PROJECT SIGN**

A project IDENTIFICATION SIGN will be provided to the contractor. The contractor shall erect the sign in a prominent location at the construction project site or along a major thoroughfare within the community as directed by the Owner.

#### **19. OPERATION AND MAINTENANCE MANUALS AND TRAINING**

- (a) The Contractor shall obtain installation, operation, and maintenance manuals from manufacturers and suppliers for equipment furnished under the contract. The Contractor shall submit three copies of each complete manual to the Engineer within 90 days after approval of shop drawings, product data, and samples, and not later than the date of shipment of each item of equipment to the project site or storage location.
- (b) The Owner shall require the Engineer to promptly review each manual submitted, noting necessary corrections and revisions. If the Engineer rejects the manual, the Contractor shall correct and resubmit the manual until it is acceptable to Engineer as being in conformance with design concept of project and for compliance with information given in the Contract Documents. Owner may assess Contractor a charge for reviews of same items in excess of three (3) times. Such procedure shall not be considered cause for delay. Acceptance of manuals by Engineer does not relieve Contractor of any requirements of terms of Contract.
- (c) The Contractor shall provide the services of trained, qualified technicians to check final equipment installation, to assist as required in placing same in operation, and to instruct operating personnel in the proper manner of performing routine operation and maintenance of the equipment.
- (d) Operations and maintenance manuals specified hereinafter are in addition to any operation, maintenance, or installation instructions required by the Contractor to install, test, and start-up the equipment.
- (e) Each manual to be bound in a folder and labeled to identify the contents and project to which it applies. The manual shall contain the following applicable items:
  - (1) A listing of the manufacturer's identification, including order number, model, serial number, and location of parts and service centers.
  - (2) A list of recommended stock of parts, including part number and quantity.

- (3) Complete replacement parts list.
- (4) Performance data and rating tables.
- (5) Specific instructions for installation, operation, adjustment, and maintenance.
- (6) Exploded view drawings for major equipment items.
- (7) Lubrication requirements.
- (8) Complete equipment wiring diagrams and control schematics with terminal identification.

## **20. AS-BUILT DIMENSIONS AND DRAWINGS**

- (a) Contractor shall make appropriate daily measurements of facilities constructed and keep accurate records of location (horizontal and vertical) of all facilities.
- (b) Upon completion of each facility, the Contractor shall furnish Owner with one set of direct prints, marked with red pencil, to show as-built dimensions and locations of all work constructed. As a minimum, the final drawings shall include the following:
  - (1) Horizontal and vertical locations of work.
  - (2) Changes in equipment and dimensions due to substitutions.
  - (3) "Nameplate" data on all installed equipment.
  - (4) Deletions, additions, and changes to scope of work.
  - (5) Any other changes made.

### Forms to be submitted with executed contracts:

- [Contractor's Act of Assurance](#) (ED-103)
- [Contractor's Resolution on Authorized Representative](#) (ED-104)
- [Affirmative Steps Solicitation Report](#) (WRD-216)
- [SMWBE Self-Certification](#) (WRD-218)

### Form to be submitted during construction:

- [Loan/Grant Participation Summary](#) (SRF-373)



## **Resolution Standard Conditions for Tax Exempt Loans (WRD-267)**

1. that the bond counsel opinion must include an opinion that the interest on the obligations is excludable from gross income or is exempt from Federal income taxation. Bond counsel may rely on covenants and representations of the issuer in rendering this opinion;
2. that the bond counsel opinion must include an opinion that the obligations are not "private activity bonds." Bond counsel may rely on covenants and representations of the issuer on rendering this opinion;
3. that the ordinance/resolution authorizing the issuance of the obligations must include that the proceeds of the obligations and the facilities financed with the proceeds of the obligations will not be used in a manner that would cause the obligations to be "private activity bonds";
4. that the ordinance/resolution authorizing the issuance of the obligations must include that the issuer will comply with the provisions of Section 148 of the Internal Revenue Code of 1986 (relating to arbitrage);
5. that the ordinance/resolution authorizing the issuance of the obligations must include that the issuer will make any required rebate to the United States of arbitrage earnings;
6. that the ordinance/resolution authorizing the issuance of the obligations must include that the issuer will take no action which would cause the interest on the obligations to be includable in gross income for Federal income tax purposes;
7. that the transcript must include a No Arbitrage Certificate or similar certificate setting forth the issuer's reasonable expectations regarding the use, expenditure and investment of the proceeds of the obligations;
8. that the transcript must include evidence that the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 will be satisfied. This requirement is currently satisfied by filing IRS Form 8038 with the Internal Revenue Service. A completed copy of IRS Form 8038 must be provided to the Development Fund Manager prior to release of funds;
9. that the City/District will not cause or permit the obligations to be treated as "Federally Guaranteed" obligations within the meaning of section 149(b) of the Internal Revenue Code;
10. that this commitment is contingent on a future sale of bonds or on the availability of funds on hand;
11. that the resolution/ordinance authorizing the issuance of obligations will state that obligations can be called for early redemption only in inverse order of maturity, and on any date beginning on or after the first interest payment date which is 10 years from the dated date of the obligations, at a redemption price of par, together with accrued interest to the date fixed for redemption;
12. that the political subdivision, or an obligated person for whom financial or operating data is presented either individually or in combination with other issuers of the political subdivision's obligations or obligated persons, will, at a minimum, covenant to comply with requirements for continuing disclosure on an ongoing basis substantially in the manner required by Securities and Exchange Commission (SEC) rule 15c2-12 and determined as if the Board were a Participating Underwriter within the meaning of such rule, such continuing disclosure undertaking being for the benefit of the Board and the beneficial owner of the political subdivision's obligations, if the Board sells or otherwise transfers such obligations, and the beneficial owners of the Board's bonds if the political subdivision is an obligated person with respect to such bonds under rule 15c2-12;



## CWSRF Outlay Report (SRF-071)

Mail To:  Texas Water Development Board P.O. Box 13231 Austin, Texas 78711-3231	1. Type of Report  <div style="border: 1px solid black; padding: 5px;"> <input type="checkbox"/> Final   <input type="checkbox"/> Partial                 </div>	2. Report Number:																																																																												
5. Loan Applicant Name/Address:	3. CWSRF Loan Number:	4. State Loan Commitment Amount:																																																																												
	6. Period Covered:  From: _____ To: _____																																																																													
7. Classification of Work Performed:   <div style="text-align: right; margin-right: 50px;">Contractor's Name:</div>	8. Cumulative Eligible Amount to Date By Contract:  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;"></th> <th style="width: 25%; text-align: center;">(Contract A)</th> <th style="width: 25%; text-align: center;">(Contract B)</th> <th style="width: 25%; text-align: center;">(Contract C)</th> <th style="width: 25%; text-align: center;">Total</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>A. Legal Costs:</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>B. Administrative Costs</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>C. Engineering Costs:</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>D. Construction Costs</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>E. Other Costs:</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>F. Cumulative to Date:</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>G. Amount previously reported:</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>H. Amount reported this request:</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>I. Percent of Physical Completion:</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>				(Contract A)	(Contract B)	(Contract C)	Total						A. Legal Costs:					B. Administrative Costs					C. Engineering Costs:					D. Construction Costs					E. Other Costs:					1.					2.					3.					4.					F. Cumulative to Date:					G. Amount previously reported:					H. Amount reported this request:					I. Percent of Physical Completion:				
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J. Certification:  <i>I certify that to the best of my knowledge and belief the billed costs hereon are in accordance with the above mentioned loan agreement and all work performed is in accordance with said loan.</i>		<div style="text-align: center; margin-top: 20px;">                     _____                      Signature and title of Authorized Representative                 </div> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="text-align: center;">                         _____                          Date Signed                     </div> <div style="text-align: center;">                         _____                          Telephone Number                     </div> </div>																																																																												



## CWSRF OUTLAY REPORT

### Instructions

- Item 1** Indicate whether the report is a partial or a final report. If the Outlay Report is a final, the amounts billed should represent the final cost of the project.
- Item 2** Number the reports consecutively as they are submitted. Reports may be submitted as often as cost are incurred, but no less than monthly.
- Item 3** Enter the State Revolving Fund number assigned to the loan.
- Item 4** Enter the amount of the State Revolving Fund loan.
- Item 5** Enter the applicant's name and the address to whom correspondence may be directed.
- Item 6** Enter the dates covered by the report.
- Item 7** **The expenditures shown for each line item must be supported with appropriate invoices, and attached to the Outlay Report.**
- Item 8** Enter the contractor's name. If more than one contractor is employed, use column (a), (b), and (c). If four or more contractors are needed to complete the project, use as many of the forms that are required. All cost are to be kept separate of each other.
- Item 7F** Enter the total of line A through E in each column.
- Item 7G** Enter the amounts previously reported in each column.
- Item 7H** Subtract line 7G from 7F and enter the sums under each contract.
- Item 7I** Enter the actual percent of physical completion for each contract.
- Item 7J** The authorized representative appointed by resolution of decree must authenticate the request.

Form **SRF-71** must be submitted in **duplicate** to the Texas Water Development Board. Only one copy of the supporting invoices, contractor's partial pay estimates or other expenditure documentation must be submitted with each Outlay Report. The contractor's pay estimates must be signed by the contractor, consulting engineer and the authorized representative.

### Site Certificate (ED-101)

This is to certify that the \_\_\_\_\_

\_\_\_\_\_  
(Legal Name of Applicant, i.e., City, District, etc.)

has now acquired, taken bona fide options on, or initiated formal condemnation proceedings against all property (sites, easements, rights-of-way, or specific use permits) necessary for construction, operation and maintenance of (water) (wastewater) facilities described as

\_\_\_\_\_  
(Proposed Contract No. and Description)

in accordance with plans and specifications approved by the Texas Water Development Board. Any deeds or documents required to be recorded to protect the title(s) held by

\_\_\_\_\_  
(Legal Name of Applicant)

have been recorded or filed for record wherever necessary.

In the event of conflicts with existing underground utilities, or to preserve unknown cultural or historic resources, the \_\_\_\_\_

\_\_\_\_\_  
(Name of Applicant)

has the right of eminent domain and will take condemnation action, if necessary, to acquire any sites, easements or rights-of-way which may be required to change the location of any of the facilities described above; and upon acquisition of the rights-of-way and recording of documents, will submit another site certificate to that effect.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

**Note: This certificate MUST BE EXECUTED BY AN ATTORNEY OR AN ABTRACTOR qualified to evaluate the Applicant's interest in the site and make such a determination.**



### Contractor's Act Of Assurance (ED-103)

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

**BEFORE ME,** \_\_\_\_\_, a Notary Public duly commissioned and qualified in and for the County of \_\_\_\_\_ in the State of Texas came and appeared \_\_\_\_\_, as represented by \_\_\_\_\_, the corporation's \_\_\_\_\_, who declares he/she is authorized to represent \_\_\_\_\_ pursuant to provisions of a resolution adopted by said corporation on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ (a duly certified copy of such resolution is attached to and is hereby made a part of this document).

\_\_\_\_\_, as the representative of \_\_\_\_\_, declares that \_\_\_\_\_ assures the Texas Water Development Board that it will construct \_\_\_\_\_ project at \_\_\_\_\_, Texas, in accordance with sound construction practice, all laws of the State of Texas, and the rules of the Texas Water Development Board.

**GIVEN UNDER MY HAND** and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ A.D.

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

My Commission expires \_\_\_\_\_



**Contractor's Resolution (ED-104)  
ON  
AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_  
Name or Names

I hereby certify that it was RESOLVED by a quorum of the directors of the

\_\_\_\_\_, meeting  
name of corporation

on the day of \_\_\_\_\_, 20\_\_, that \_\_\_\_\_,

\_\_\_\_\_, and \_\_\_\_\_, be, and hereby is,

authorized to act on behalf of \_\_\_\_\_, as its  
name of corporation

representative, in all business transactions conducted in the State of Texas, and;

That all above resolution was unanimously ratified by the Board of Directors at said

meeting and that the resolution has not been rescinded or amended and is now in full forces

and effect; and;

In authentication of the adoption of this resolution, I subscribe my name and

affix the seal of the corporation this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Secretary

(seal)



---

SRF Number

### **Certification Regarding Debarment, Suspension, and other Responsibility Matters (SRF-404)**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

---

Typed Name & Title of Authorized Representative

---

Signature of Authorized Representative

Date

---

I am unable to certify to the above statements. My explanation is attached.





## Bidder's EEO/NSF Certifications (WRD-255)

Project Name \_\_\_\_\_

Project Number \_\_\_\_\_

Contract For \_\_\_\_\_

**The following certifications must be completed by the bidder for each contract.**

### A. EQUAL EMPLOYMENT OPPROTUNITY:

I have developed and have on file at my each establishment affirmative action programs pursuant to 41 CFR Part 60-2.

I have participated in previous contract(s) or subcontract(s) subject to the equal opportunity clause under **Executive Orders 11246 and 11375**. I have filed all reports due under the requirements contained in 41 CFR 60-1.7.

I have not participated in previous contracts(s) subject to the equal opportunity clause under **Executive Orders 11246 and 11375**.

I will obtain a similar certification from any proposed subcontractor(s), when appropriate.

### B. NONSEGREGATED FACILITIES

I certify that I do not and will not maintain any facilities provided for my employees in a segregated manner, or permit my employees to perform their services at any location under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any federally assisted subcontract exceeding \$10,000 which is not exempt from the equal opportunity clause as required by 41 CFR 60-1.8.

I understand that a false statement on this certification may be grounds for rejection of this bid proposal or termination of the contract award.

\_\_\_\_\_  
Typed Name & Title of Bidder's Authorized Representative

\_\_\_\_\_  
Signature of Bidder's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name & Address of Bidder



## Breakdown Of Bid (ED-102)

EXAMPLE

(The bid breakdown is not limited to the items listed below.)

Item No.	Description	Quantity	Unit	Unit Price	Amount
1.	Bond	_____	L.S.	_____	_____
2.	Move In Costs	_____	L.S.	_____	_____
3.	Fencing	_____	L.S.	_____	_____
4.	Road Material and Grading In Place	_____	S.Y.	_____	_____
5.	Sidewalks	_____	S.Y.	_____	_____
6.	Excavation	_____	C.Y.	_____	_____
7.	Backfill	_____	C.Y.	_____	_____
8.	Waterstop	_____	L.F.	_____	_____
9.	Concrete (by class)	_____	C.Y.	_____	_____
10.	Reinforcing Steel	_____	LBS.	_____	_____
11.	Miscellaneous and Structural Steel	_____	L.S.	_____	_____
12.	Grout	_____	C.Y.	_____	_____
13.	Sludge Bed-Sand	_____	C.Y.	_____	_____
14.	Concrete Finish	_____	S.F.	_____	_____
15.	Redwood	_____	Bd.Ft.	_____	_____
16.	Blower Building Comp. Except Concrete	_____	L.S.	_____	_____
17.	Lift Station Comp. Except Concrete	_____	L.S.	_____	_____
18.	Yard Piping, Valves, Fittings, etc.	_____	L.S.	_____	_____
18a.	All other Piping, Valves, Fittings, etc.	_____	L.S.	_____	_____
19.	Manholes (group by depth)	_____	Each	_____	_____
20.	Final Clarifier Equipment	_____	L.S.	_____	_____

Item No.	Description	Quantity	Unit	Unit Price	Amount
21.	Storm Clarifier Equipment	_____	L.S.	_____	_____
22.	Aeration Equipment	_____	L.S.	_____	_____
23.	Blowers and Accessories	_____	L.S.	_____	_____
24.	All Weirs, Baffles, Gates, and Troughs	_____	L.S.	_____	_____
25.	Flow Meter, Chlorinator, Scales, and Hoist	_____	L.S.	_____	_____
26.	Sludge Bed Skimmers	_____	L.S.	_____	_____
27.	Scum and Sump Pumps	_____	L.S.	_____	_____
28.	Variable Speed Pumps and Controllers	_____	L.S.	_____	_____
29.	Motor Control Centers	_____	L.S.	_____	_____
30.	Comminutor	_____	L.S.	_____	_____
31.	Metal Storage Building	_____	L.S.	_____	_____
31a.	Administration Building	_____	L.S.	_____	_____
32.	Laboratory Equipment Complete	_____	L.S.	_____	_____
32a.	Laboratory Building	_____	L.S.	_____	_____
33.	Electrical	_____	L.S.	_____	_____
34.	Painting and Cleanup	_____	L.S.	_____	_____
35.	Landscaping	_____	L.S.	_____	_____
36.	Incinerator	_____	L.S.	_____	_____
37.	Vacuum Filter	_____	L.S.	_____	_____
38.	Digester	_____	L.S.	_____	_____
39.	Disinfection Equipment	_____	L.S.	_____	_____
40.	Site Work	_____	L.S.	_____	_____
41.	Trenching Safety	_____	L.F.	_____	_____
<b>TOTAL BASE BID</b>					\$ _____



## TEXAS WATER DEVELOPMENT BOARD

### Utility Profile (WRD-264)

The purpose of the Utility Profile is to assist with water conservation plan development and to ensure that important information and data be considered when preparing your water conservation plan and its target and goals. Please complete all questions as completely and objectively as possible. See *Water Conservation Plan Guidance Checklist* (WRD-022) for information on other water conservation provisions. You may contact the Municipal Water Conservation Unit of the TWDB at 512-936-2391 for assistance.

#### APPLICANT DATA

Name of Utility: \_\_\_\_\_

Address & Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Form Completed By: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Name and Phone Number of Person/Department** responsible for implementing a water conservation program:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

#### UTILITY DATA

##### I. CUSTOMER DATA

##### A. Population and Service Area Data

1. Please attach a copy of your Certificate of Convenience and Necessity (CCN) from the TCEQ
2. Service area size (square miles): \_\_\_\_\_

3. Current population of service area: \_\_\_\_\_
4. Current population served by utility: a: water \_\_\_\_\_  
b: wastewater \_\_\_\_\_
5. Population served by water utility for the previous five years:
6. Projected population for service area in the following decades:

Year	Population	Year	Population
_____	_____	2010	_____
_____	_____	2020	_____
_____	_____	2030	_____
_____	_____	2040	_____
_____	_____	2050	_____

7. List source(s)/method(s) for the calculation of current and projected population:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**B. Active Connections**

1. Current number of active connections by user type. If not a separate classification, check whether multi-family service is counted as Residential \_\_\_\_\_ or Commercial \_\_\_\_\_

<u>Treated water users:</u>	<u>Metered</u>	<u>Not-metered</u>	<u>Total</u>
Residential-Single-Family _____	_____	_____	
Residential-Multi-Family _____	_____	_____	
Commercial _____	_____	_____	
Industrial _____	_____	_____	
Public _____	_____	_____	
Other _____	_____	_____	

2. List the net number of new connections per year for most recent three years:

Year	_____	_____	_____
Residential –Single-Family	_____	_____	_____
Residential-Multi-Family	_____	_____	_____
Commercial	_____	_____	_____
Industrial	_____	_____	_____
Public	_____	_____	_____
Other	_____	_____	_____

**C. High Volume Customers**

List annual water use for the five highest volume retail and wholesale customers  
(Please indicate if treated or raw water delivery.)

	<u>Customer</u>	<u>Use (1,000gal./yr.)</u>	<u>indicate Treated <b>OR</b> Raw</u>
(1)	_____	_____	_____
(2)	_____	_____	_____
(3)	_____	_____	_____
(4)	_____	_____	_____
(5)	_____	_____	_____



**II. WATER USE DATA FOR SERVICE AREA**

**A. Water Accounting Data**

1. Amount of water use for previous five years (in 1,000 gal.):  
 Please indicate: Diverted Water \_\_\_\_\_  
 Treated Water \_\_\_\_\_

Year	_____	_____	_____	_____	_____
January	_____	_____	_____	_____	_____
February	_____	_____	_____	_____	_____
March	_____	_____	_____	_____	_____
April	_____	_____	_____	_____	_____
May	_____	_____	_____	_____	_____
June	_____	_____	_____	_____	_____
July	_____	_____	_____	_____	_____
August	_____	_____	_____	_____	_____
September	_____	_____	_____	_____	_____
October	_____	_____	_____	_____	_____
November	_____	_____	_____	_____	_____
December	_____	_____	_____	_____	_____
Total	_____	_____	_____	_____	_____

Please indicate how the above figures were determined (e.g., from a master meter located at the point of a diversion from a stream or located at a point where raw water enters the treatment plant, or from water sales).

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Amount of water (in 1,000 gallons) delivered (sold) as recorded by the following account types (See #1, Appendix A) for the past five years.

<u>Year</u>	<u>Residential</u>	<u>Commercial</u>	<u>Industrial</u>	<u>Wholesale</u>	<u>Other</u>	<u>Total Sold</u>
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

3. List previous five years records for water loss

(See #2, Appendix A)

<u>Year</u>	<u>Amount (gal.)</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

4. List previous five years records annual peak-to-average daily use

(See #3, Appendix A)

<u>Year</u>	<u>Average MGD</u>	<u>Peak MGD</u>	<u>Ratio</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5. Total per capita water use for previous five years (See #4, Appendix A):

<u>Capita</u>		Total Diverted (or	<u>Per</u>
<u>Year</u>	<u>Population</u>	<u>Treated Less Wholesale Sales (1,000 gal.)</u>	<u>(gpcd)</u>
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	

6. Seasonal water use for the previous five years (in gallons per person per day) (See #5, Appendix A):

<u>Year</u>	<u>Population</u>	<u>Base Per Capita Use</u>	<u>Summer Per Capita Use</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**B. Projected Water Demands**

Project water supply requirements for at least the next ten years using population trends, historical water use, and economic growth, etc. Indicate sources of data and how projected water demands were determined.

Attach additional sheets if necessary.

**III. WATER SUPPLY SYSTEM**

**A. Water Supply Sources**

List all current water supply sources and the amounts available with each:

	<u>Source</u>	<u>Amount Available</u>
Surface Water:	_____	_____MGD
Groundwater:	_____	_____MGD
Contracts:	_____	_____MGD
Other:	_____	_____MGD

**B. Treatment and Distribution System**

1. Design daily capacity of system: \_\_\_\_\_ MGD
2. Storage Capacity: Elevated \_\_\_\_\_ MGD, Ground \_\_\_\_\_ MGD
3. If surface water, do you recycle filter backwash to the head of the plant?  
Yes \_\_\_\_\_ No \_\_\_\_\_. If yes, approximately \_\_\_\_\_ MGD.
4. Please describe the water system. Include the number of treatment plants, wells, and storage tanks. If possible, include a sketch of the system layout.

**IV. WASTEWATER UTILITY SYSTEM**

**A. Wastewater System Data**

1. Design capacity of wastewater treatment plant(s): \_\_\_\_\_ MGD
  
2. Is treated effluent used for irrigation on-site \_\_\_\_\_, off-site \_\_\_\_\_, plant washdown \_\_\_\_\_, or chlorination/dechlorination \_\_\_\_\_? If yes, approximately \_\_\_\_\_ gallons per month. Could this be substituted for potable water now being used in these areas \_\_\_\_\_?
  
3. Briefly describe the wastewater system(s) of the area serviced by the water utility. Describe how treated wastewater is disposed of. Where applicable, identify treatment plant(s) with the TCEQ name and number, the operator, owner, and, if wastewater is discharged, the receiving stream. Please provide a sketch or map which locates the plant(s) and discharge points or disposal sites.

**B. Wastewater Data for Service Area**

1. Percent of water service area served by wastewater system: \_\_\_\_%
  
2. Monthly volume treated for previous three years (in 1,000 gallons):

Year	_____	_____	_____
January	_____	_____	_____
February	_____	_____	_____
March	_____	_____	_____
April	_____	_____	_____
May	_____	_____	_____
June	_____	_____	_____
July	_____	_____	_____
August	_____	_____	_____
September	_____	_____	_____
October	_____	_____	_____
November	_____	_____	_____
December	_____	_____	_____
<b>Total</b>	_____	_____	_____

## Appendix A

### Definitions of Utility Profile Terms

1. **Residential** sales should include water sold to residential (Single and Multi-Family) class customers only.  
**Industrial** sales should include water sold to manufacturing and other heavy industry.  
**Commercial** sales should include water sold to all retail businesses, offices, hospitals, etc  
**Wholesale** sales should include water sold to another utility for a resale to the public for human consumption.
2. **Water Loss** is the difference between water a utility purchases or produces and the amount of water that it can account for in sales and other known uses for a given period. Water loss can result from:
  1. inaccurate or incomplete record keeping;
  2. meter error;
  3. unmetered uses such as firefighting, line flushing, and water for public buildings and water treatment plants;
  4. leaks; and
  5. water theft and unauthorized use.
3. The **peak-day to average-day ratio** is calculated by dividing the maximum daily pumpage (in million gallons per day) by the average daily pumpage. Average daily pumpage is the total pumpage for the year (as reported in Section IIA1, p. 4) divided by 365 and expressed in million gallons per day.
4. **Total use in gallons per capita per day** is defined as total average daily amount of water diverted or pumped for treatment for potable use by a public water supply system. The calculation is made by dividing the water diverted or pumped for treatment for potable use by population served. Indirect reuse volumes shall be credited against total diversion volumes for the purpose of calculation gallons per capita per day for targets and goals developed for the water conservation plan. Total water use is calculated by subtracting the wholesale sales from the total water diverted or treated (as reported in Section IIA1).
5. **Seasonal water use** is the difference between base (winter) daily per capita use and summer daily per capita use. To calculate **the base daily per capita use**, average the monthly diversions for December, January, and February, and divide this average by 30. Then divide this figure by the population. To calculate the **summer daily per capita use**, use the months of June, July, and August.

## **Water Conservation Program Annual Report (WRD-265)**

For Questions or Information call:  
Adolph L. Stickelbault  
512-936-2391  
Municipal Water Conservation Unit  
adolph.stickelbault@twdb.state.tx.us

***Texas Water Development Board (TWDB) Rules require that entities that receive financial assistance of more than \$500,000 implement a water conservation program for the life of the loan, and report annually for at least 3 years on the progress of implementation. A water conservation plan should contain long-term elements such as ongoing public education activities, universal metering, water accounting and estimated water savings from reuse/recycling activities, leak detection and repair and other conservation activities.***

The following questions are designed to provide the TWDB this information in a concise and consistent format for all loan recipients. Please fill in the blanks that pertain to your program as completely and objectively as possible. **As you complete the report form, please review your utility's water conservation plan to see if you are making progress toward meeting your stated goal(s).**

**Return completed form to:**

**Executive Administrator  
Texas Water Development Board  
P.O. Box 13231  
Austin, Texas 78711-3231  
ATTN: CONSERVATION**

# LONG-TERM WATER CONSERVATION PROGRAM

## 1. Education and Information Program

**(TWDB Rules require a continuing program that at minimum provides conservation information directly to each customer, one other type of annual educational water conservation activity and to provide water conservation literature to new customers when they apply for service)**

What is the total number of water conservation brochures that your utility mailed to its customers during the last 12 months? \_\_\_\_\_

How many handouts were distributed to customers by field employees, at the utility office, and other programs and events? \_\_\_\_\_

Number of water conservation articles published in local newspaper(s) \_\_\_\_\_

Which months were conservation messages printed on utility/water bills?  
\_\_\_\_\_

In addition, the following education activities were conducted during the reporting period (presentations, school programs, exhibits, television, radio, etc.).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 2. Water Conservation Retrofit and Plumbing Rebate Programs

Have you conducted a plumbing retrofit or rebate program during the last 12 months? \_\_\_Yes \_\_\_No

If yes, approximately \_\_\_\_\_ households received kits/rebates. Please describe your program and list specific items provided or types of fixtures rebated  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 3. Conservation – Oriented Rate Structure

Have your rates or rate structure changed since your last report? \_\_\_Yes \_\_\_No

If yes, please describe the changes and attach a copy of the new rate structure.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you purchase water from a wholesale supplier, is this a “take or pay” contract? \_\_\_Yes \_\_\_No

If yes, what is your minimum volume to take? \_\_\_\_\_ gallons/day.

**4. Universal Metering and Meter Repair**

**(TWDB Rules require that your utility undertake measures to determine and control unaccounted for water, universal metering of both customer and public uses, periodic meter testing and repair, and distribution system leak detection and repair)**

**In the first blank fill in total number of meters in your utility for each type or size of meter.**

During the past 12 months, what was the number of **(system-wide)**:

Production (master) meters \_\_\_\_\_ (total), tested \_\_\_\_\_, repaired \_\_\_\_\_, replaced \_\_\_\_\_.

Meters larger than 1 1/2" \_\_\_\_\_ (total), tested \_\_\_\_\_, repaired \_\_\_\_\_, replaced \_\_\_\_\_.

Meters 1 1/2" or smaller \_\_\_\_\_(total), tested \_\_\_\_\_, repaired \_\_\_\_\_, replaced \_\_\_\_\_.

**5. Water Audits and Leak Detection**

a. The total amount of water purchased or produced during the last 12 months was \_\_\_\_\_

b. The total amount of account (metered) water sold during the last 12 months \_\_\_\_\_

c. The total amount of identified and estimated (known & explained) losses \_\_\_\_\_

d. The total amount of lost water (unexplained missing water) \_\_\_\_\_

e. What is your water loss percentage (line d. ÷ line a. x 100)  
\_\_\_\_\_ %

How often do you calculate water loss or audit the water in your system? \_\_\_\_\_ (Times per year)

Number of leaks repaired on the system and at service connections \_\_\_\_\_.

Please list the main cause of water loss for water in your system: *(examples - leaks, un-metered utility or city uses, problems with master meter, customer meters, record and data problems, etc.):*

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

\_\_\_\_\_ **The TWDB offers free technical assistance regarding leak detection and unaccounted for water. To find out more about this free service, please place checkmark on left.**



**6. Water-Conserving Landscaping**

Please list any water-conserving landscaping programs, educational activities, or ordinances enacted during the last 12 months.

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**7. Other Comments**

List any other water conservation activities your utility is conducting.

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**DROUGHT CONTINGENCY/EMERGENCY WATER DEMAND MANAGEMENT**

**8.** During the past 12 months, did your utility find it necessary to activate its the Drought Contingency/Emergency Demand Management Plan? (Please check one)  **Yes**  **No**

If you answered **yes**, was the need due to: (Please check all applicable)

(1)  water shortage, (2)  high demand, (3)  inability to treat or pump water at required rates,

(4)  equipment failure, or (5)  other causes?

If you answered **yes**, what were the starting and ending dates:

Start Date (mm/dd/yr) \_\_\_\_\_

Ending Date (mm/dd/yr) \_\_\_\_\_

**9. Recycling and Reuse of Water or Wastewater Effluent**

What types of water recycling or reuse activities are practiced by your utility? Examples: effluent irrigation, recycling filter backwash, or using effluent for chlorination at wastewater plant, etc.

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**10.** The recycling and/or reuse (In Question 9) amounted to approximately \_\_\_\_\_ gallons per month for \_\_\_\_\_ months. (Number of months)

**11.** Approximately how much water did the utility save during the reporting period due to the overall conservation program? [Review your water conservation plan regarding your gpcd and/or other goal(s)]

\_\_\_\_\_ Million gallons.  
**EFFECTIVENESS OF THE PROGRAM**

(Review the stated goal(s) of your water conservation plan to gauge effectiveness)

12. In your opinion, how you would rank the effectiveness of your utility's conservation program?

Effective \_\_\_ Somewhat effective \_\_\_ Less than effective \_\_\_ Not effective \_\_\_

13. Does the staff of your utility review the conservation program on a regular basis? \_\_\_ Yes \_\_\_ No  
How often? \_\_\_\_\_ **Year your plan was approved**

\_\_\_\_\_

14. What types of problems did your utility encounter in implementing the water conservation program during the last 12 months?

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

15. What might your utility do to improve the effectiveness of your program?

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

16. What might the TWDB do to improve the effectiveness of your program?

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

17. If known, how much expense has your utility incurred in implementing this program during the reporting period (*literature, materials, staff time, etc.*)? \$ \_\_\_\_\_ (dollars/year)

18. If known, how much did your program save? \$ \_\_\_\_\_ (dollars/year based on water savings and treatment or purchase of waster costs and any deferred capital costs due to conservation).

***To ensure we address future correspondence to the proper person, please type or print the following:***

\_\_\_\_\_  
Name Title Phone Date

Email address:

\_\_\_\_\_

For a list of free technical assistance services available from the TWDB, please write or call at 512-463-7955, or check out our website: <http://twdb.state.tx.us/assistance/conservation>

**Return completed form to:**

**Executive Administrator  
Texas Water Development Board  
P.O. Box 13231  
Austin, TX 78711-13231  
ATTN: CONSERVATION**