

**APPENDIX F**  
**TWDB (WDF) FORMS - TABLE OF CONTENTS**

**APPLICATION AFFIDAVIT (WRD-201) ..... 1**

**APPLICATION FILING AND AUTHORIZED REPRESENTATIVE RESOLUTION (WRD-201A)..... 3**

**APPLICATION RESOLUTION - CERTIFICATE OF SECRETARY (WRD-201B) ..... 5**

**WASTEWATER PROJECT INFORMATION (WRD-253A)..... 7**

**WATER PROJECT INFORMATION (WRD-253B)..... 9**

**TEXAS APPLICATION FOR PAYEE IDENTIFICATION NUMBER (CPA-AP-152)..... 11**

**INFORMATION RETURN FOR TAX-EXEMPT PRIVATE ACTIVITY BOND ISSUES (IRS-8038) ..... 13**

**SUPPLEMENTAL CONDITIONS FOR STATE LOAN PROJECTS (ED-004G)..... 15**

**RESOLUTION STANDARD CONDITIONS FOR TAX EXEMPT LOANS (WRD-267)..... 29**

**SITE CERTIFICATE (ED-101)..... 35**

**GROUNDWATER RIGHTS QUESTIONNAIRE (WRD-208A)..... 37**

**GROUNDWATER RIGHTS AFFIDAVIT (WRD-208B) ..... 39**

**CONTRACTOR'S ACT OF ASSURANCE (ED-103) ..... 41**

**CONTRACTOR'S RESOLUTION (ED-104)..... 43**

**BREAKDOWN OF BID (ED-102) ..... 45**

**NO-LITIGATION CERTIFICATE (WRD-238)..... 47**

**WATER CONSERVATION UTILITY PROFILE (WRD-264) ..... 49**

**WATER CONSERVATION PROGRAM ANNUAL REPORT (WRD-265) ..... 57**

### 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.

WHEREAS, the \_\_\_\_\_ hereby finds and determines that there is an urgent need for the \_\_\_\_\_ to construct and such capital improvements cannot be reasonably financed unless financial assistance is obtained from the Texas Water Development Board; now, therefore,

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 Resolution - 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 \_\_\_\_\_, 20\_\_, 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.)									
<b>Attach map of service area affected by Project or other documentation.</b>									
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

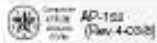
## Water Project Information (WRD-253b)

A. Project Name		B. Project No.		C. County				
D. Program(s)		E. Loan Amount		F. Loan Term				
G. Water Project Description: (Multiphase project, new or expansion; plant, well, storage, pump station, distribution system, etc)								
<b>Attach map of service area affected by Project or other documentation.</b>								
H. Other Pertinent Planning Information (Describe)								
I. Is an Inter Basin Transfer potentially involved? Yes _____ No _____				J. Is project located in a Groundwater District (If yes, identify District by name)? Yes _____ No _____				
K. Projected Population from application for <b>at least a 20 year</b> 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	2030	20__
	Population Projection							
Project Design Year				Design Population				
L. 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			
M. 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			
N. Consulting Engineer Name			O. Telephone No.		P. E-mail address			
Q. Applicant Contact Name, Title			R. Telephone No.		S. E-mail address			



## Texas Application for Payee Identification Number (CPA-AP-152)

To complete form go to : <http://www.window.state.tx.us/taxinfo/taxforms/AP-152.pdf> CPA-AP-152 April 2003



### TEXAS APPLICATION FOR PAYEE IDENTIFICATION NUMBER

• Shaded areas for state agency use only • See instructions on back

**CLEAR ALL FIELDS**

	1. Is this a new account? <input type="checkbox"/> YES <input type="checkbox"/> NO	Mail Code 000	Enter Mail Code	Agency number	
	Complete Sections I - V		Complete Sections I, II & V		
SECTION I	2. PAYEE IDENTIFICATION NUMBER (PIN) - Indicate the type of number you are providing to be used for your PIN.				
	<input type="checkbox"/> 1 - Federal Employer's Identification (FEI) Number <input type="checkbox"/> 2 - Social Security Number (SSN) <input type="checkbox"/> 3 - Comptroller's assigned number				
	Enter the number indicated _____				
	3. Are you currently reporting any Texas tax to the Comptroller's Office other than unemployment (e.g., sales tax, franchise tax)?				
	<input type="checkbox"/> YES <input type="checkbox"/> NO If "YES," enter Texas Taxpayer Number _____				
SECTION II	PAYEE INFORMATION (Please print or type)				
	4. Name of payee (Individual or business to be paid)				
	5. Mailing address where you want to receive payments				
	6. (Optional)				
	7. (Optional)				
	8. (Optional)				
	9. City	State	ZIP Code	Zone Code	
	10. SIC Code	Security Type Code (0, 1, 2)	Payee telephone number (Area code and number)		
SECTION III	11. OWNERSHIP CODES - Check only one code by the appropriate ownership type that applies to you or your business.				
	<input type="checkbox"/> I - Individual Recipient (not owning a business) <input type="checkbox"/> E - State Employee If checked, enter employing agency number _____ <input type="checkbox"/> S - Sole Ownership (Individual owning a business) If checked, enter the owner's name and Social Security Number (SSN) Owner's name _____ SSN <u>2</u> _____				
	<input type="checkbox"/> J - Joint Venture <input type="checkbox"/> L - Limited Partnership If checked, enter the Texas File Number _____ <input type="checkbox"/> T - Texas Corporation If checked, enter the Texas Charter Number _____ <input type="checkbox"/> A - Professional Association If checked, enter the Texas Charter Number _____ <input type="checkbox"/> C - Professional Corporation If checked, enter the Texas Charter Number _____ <input type="checkbox"/> O - Out-of-State Corporation <input type="checkbox"/> G - Governmental Entity <input type="checkbox"/> U - State agency / University <input type="checkbox"/> F - Financial Institution <input type="checkbox"/> R - Foreign (out of U.S.A.)				
	<input type="checkbox"/> P - Partnership If checked, enter two partner's names and Social Security Numbers (SSN). If a partner is a corporation, use the corporation's Federal Employer's Identification (FEI) Number. SSN/FEI _____ Name _____ SSN/FEI _____ Name _____ Type of service provided _____ <input type="checkbox"/> N - Other If checked, explain _____				
SECTION IV	12. Payment Assignment? <input type="checkbox"/> YES <input type="checkbox"/> NO <i>Note: A copy of the assignment agreement between payees must be attached.</i>				
	Assignee name _____				
	Assignee PIN	Assignment date			
SECTION V	13. Comments _____				
	14. sign here Authorized signature (Applicant or authorized agent)			Date	
	_____			_____	
	Agency name	Prepared by	Phone (Area code and number)		
	15. _____				

## TEXAS APPLICATION FOR PAYEE IDENTIFICATION NUMBER



CAROLE KEETON STRAYHORN • TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

Claims Division  
Austin, Texas 78774-0100

### WHO MUST SUBMIT THIS APPLICATION -

This application must be submitted by every person (sole owner, individual recipient, partnership, corporation or other organization) who intends to bill agencies of the state government for goods, services provided, refunds, public assistance, etc. The Payee Identification Number (PIN) will be required on all maintenance submitted by state agencies. The use of this number on all billings will reduce the time required to process billings to the State of Texas.

*NOTE: To expedite processing of this application, please return the completed application to the state agency with which you are conducting business. It is not necessary for the payee to sign or complete this form. The state agency representative may complete the form for the payee.*

### FOR ASSISTANCE -

For assistance in completing this application, please call the State Comptroller's Office at 1-800-531-5441, extension 3-3660, toll free nationwide. The Austin number is 512-463-3660. (From a Telecommunication Device for the Deaf (TDD) ONLY call 1-800-248-4099 toll free. The Austin number is 512-463-4621.)

### NOTICE TO STATE AGENCIES -

*When this form is used to set up additional mail codes, Sections I, II and V must be completed. State agencies may refer to the Texas Payee Information System Guide for additional information.*

### GENERAL INSTRUCTIONS -

- Please write only in white areas. (Shaded areas are for state agency use only.)
- Do not use dashes when entering Social Security, Federal Employer's Identification (FEI) or Comptroller's assigned numbers.
- Disclosure of your Social Security Number is required. This disclosure requirement has been adopted under the Federal Privacy Act of 1974 (5 U.S.C.A. sec. 552a)(note)(West 1977), the Tax Reform Act of 1976 (42 U.S.C.A. sec. 405(c)(2)(C) (West 1992), and TEX. GOV'T. CODE ANN. sec. 403.055 (Vernon Supp. 1992). Your Social Security Number will be used to help the Comptroller of Public Accounts administer the state's tax laws and for other purposes. See Op. Tex. Atty. Gen. No. H-1255 (1978).

### SPECIFIC INSTRUCTIONS -

#### SECTION I - PAYEE IDENTIFICATION NUMBER

Enter a nine-digit Federal Employer's Identification (FEI) Number issued by the Internal Revenue Service if the business is a partnership or corporation, etc. Enter a nine-digit Social Security Number or the nine-digit Federal Employer's Identification (FEI) Number issued by the Internal Revenue Service if a sole owner. Enter the nine-digit Social Security Number if an individual recipient. The comptroller's assigned number is a number issued by the Texas Comptroller's Office for specialized usage. Please enter only ONE of these numbers and check the type of number entered. If known, enter the Texas Taxpayer Number in item 3.

#### SECTION II - PAYEE INFORMATION

Items 4 through 9 - Enter the complete name and mailing address where you want payments to be received. Names of individuals must be entered first name first. Each line cannot exceed 50 characters including spaces. If the name is more than 50 characters, continue the name in item 5 and begin the address in item 6. Item 9 - Enter the city, state and ZIP code.

#### SECTION III - OWNERSHIP CODES

Item 11 - Check the box next to the appropriate ownership code and enter additional information as requested. Please check only one box in this section. The Secretary of State's Office may be contacted at 512-463-5555 for information regarding Texas charter or file numbers.

#### SECTION IV - PAYMENT ASSIGNMENT

Item 12 - Use when one payee is assigning payment to another payee. When setting up an assignment payment, fill out this section completely and include the assignment agreement between the assignee and the assignor.

#### SECTION V - COMMENTS AND IDENTIFICATION

Item 13 - Enter any additional information that may be helpful in processing this application. Items 14 and 15 are for identification purposes. Always complete the identification section, including comments and authorized signature.

*Under Ch. 559, Government Code, you are entitled to review, request, and correct information we have on file about you, with limited exceptions in accordance with Ch. 552, Government Code. To request information for review or to request error correction, contact us at the address or toll-free number listed on this form.*

Form AP-152 (Back) (Rev. 4-03-8)

# Information Return for Tax-Exempt Private Activity Bond Issues (IRS-8038)

For online copy of the form: <http://www.irs.gov/formspubs/lists/0..id=97817.00.html> (IRS-8038, Jan 02)

Form <b>8038</b> (Rev. January 2007) Department of the Treasury Internal Revenue Service	<b>Information Return for Tax-Exempt Private Activity Bond Issues</b> (Under Internal Revenue Code section 149(e)) ▶ See separate instructions.	OMB No. 1545-0720
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<b>Part I Reporting Authority</b>		Check If Amended Return ▶ <input type="checkbox"/>
1 Issuer's name		2 Issuer's employer identification number
3 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	4 Report number <b>1</b>
5 City, town, or post office, state, and ZIP code		6 Date of issue
7 Name of issue		8 CUSIP number
9 Name and title of officer or legal representative whom the IRS may call for more information		10 Telephone number of officer or legal representative ( )

<b>Part II Type of Issue (check the applicable box(es) and enter the issue price for each)</b>	<b>Issue Price</b>
11 Exempt facility bond:	
a <input type="checkbox"/> Airport (sections 142(a)(1) and 142(c))	11a
b <input type="checkbox"/> Docks and wharves (sections 142(a)(2) and 142(c))	11b
c <input type="checkbox"/> Water furnishing facilities (sections 142(a)(4) and 142(e))	11c
d <input type="checkbox"/> Sewage facilities (section 142(a)(5))	11d
e <input type="checkbox"/> Solid waste disposal facilities (section 142(a)(6))	11e
f <input type="checkbox"/> Qualified residential rental projects (sections 142(a)(7) and 142(d)), as follows:	11f
Meeting 20-50 test (section 142(d)(1)(A))	
Meeting 40-60 test (section 142(d)(1)(B))	
Meeting 25-60 test (NYC only) (section 142(d)(6))	
Has an election been made for deep rent skewing (section 142(d)(4)(B))? <input type="checkbox"/> Yes <input type="checkbox"/> No	
g <input type="checkbox"/> Facilities for the local furnishing of electric energy or gas (sections 142(a)(8) and 142(f))	11g
h <input type="checkbox"/> Facilities allowed under a transitional rule of the Tax Reform Act of 1986 (see instructions)	11h
Facility type	
1986 Act section	
i <input type="checkbox"/> Qualified enterprise zone facility bonds (section 1394) (see instructions)	11i
j <input type="checkbox"/> Qualified empowerment zone facility bonds (section 1394(f)) (see instructions)	11j
k <input type="checkbox"/> District of Columbia Enterprise Zone facility bonds (section 1400A) (see instructions)	11k
l <input type="checkbox"/> Qualified public educational facility bonds (sections 142(a)(13) and 142(k))	11l
m <input type="checkbox"/> Other. Describe (see instructions) ▶	11m
12 <input type="checkbox"/> Qualified mortgage bond (section 143(a))	12
13 <input type="checkbox"/> Qualified veterans' mortgage bond (section 143(b))	13
Check the box if you elect to rebate arbitrage profits to the United States <input type="checkbox"/>	
14 <input type="checkbox"/> Qualified small issue bond (section 144(a)) (see instructions)	14
Check the box for \$10 million small issue exemption <input type="checkbox"/>	
15 <input type="checkbox"/> Qualified student loan bond (section 144(b))	15
16 <input type="checkbox"/> Qualified redevelopment bond (section 144(c))	16
17 <input type="checkbox"/> Qualified hospital bond (section 145(c)) (attach schedule—see instructions)	17
18 <input type="checkbox"/> Qualified 501(c)(3) nonhospital bond (section 145(b)) (attach schedule—see instructions)	18
Check box if 95% or more of net proceeds will be used only for capital expenditures ▶ <input type="checkbox"/>	
19 <input type="checkbox"/> Nongovernmental output property bond (treated as private activity bond) (section 141(d))	19
20 <input type="checkbox"/> Other. Describe (see instructions) ▶	20

<b>Part III Description of Bonds (Complete for the entire issue for which this form is being filed.)</b>				
(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	\$	\$	years	%

For Paperwork Reduction Act Notice, see page 4 of the separate instructions. Cat. No. 49973K Form 8038 (Rev. 1-2007)

Part IV Uses of Proceeds of Issue (including underwriters' discount)		Amount
22	Proceeds used for accrued interest . . . . .	22
23	Issue price of entire issue (enter amount from line 21, column (b)) . . . . .	23
24	Proceeds used for bond issuance costs (including underwriters' discount) . . . . .	24
25	Proceeds used for credit enhancement . . . . .	25
26	Proceeds allocated to reasonably required reserve or replacement fund . . . . .	26
27	Proceeds used to currently refund prior issue (complete Part VI) . . . . .	27
28	Proceeds used to advance refund prior issue (complete Part VI) . . . . .	28
29	Add lines 24 through 28 . . . . .	29
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) . . . . .	30

**Part V Description of Property Financed by Nonrefunding Proceeds**  
 Caution: The total of lines 31a through e below must equal line 30 above. Do not complete for qualified student loan bonds, qualified mortgage bonds, or qualified veterans' mortgage bonds.

31 Type of Property Financed by Nonrefunding Proceeds:		Amount
a	Land . . . . .	31a
b	Buildings and structures . . . . .	31b
c	Equipment with recovery period of more than 5 years . . . . .	31c
d	Equipment with recovery period of 5 years or less . . . . .	31d
e	Other (describe) . . . . .	31e

32 North American Industry Classification System (NAICS) of the projects financed by nonrefunding proceeds.					
	NAICS Code	Amount of nonrefunding proceeds		NAICS Code	Amount of nonrefunding proceeds
a		\$	c		\$
b		\$	d		\$

**Part VI Description of Refunded Bonds (Complete this part only for refunding bonds.)**

33	Enter the remaining weighted average maturity of the bonds to be currently refunded . . . . .	▶	_____ years
34	Enter the remaining weighted average maturity of the bonds to be advance refunded . . . . .	▶	_____ years
35	Enter the last date on which the refunded bonds will be called . . . . .	▶	_____
36	Enter the date(s) the refunded bonds were issued ▶		_____

**Part VII Miscellaneous**

37	Name of governmental unit(s) approving issue (see the instructions) ▶	_____
38	Check the box if you have designated any issue under section 265(b)(3)(B)(i)(iii) . . . . .	▶ <input type="checkbox"/>
39	Check the box if you have elected to pay a penalty in lieu of arbitrage rebate . . . . .	▶ <input type="checkbox"/>
40	Check the box if you have identified a hedge (see instructions) . . . . .	▶ <input type="checkbox"/>
41	Check the box if the issue is comprised of qualified redevelopment, qualified small issue, or exempt facilities bonds and provide name and EIN of the primary private user . . . . .	▶ <input type="checkbox"/>
	Name ▶	_____
	EIN	_____

**Part VIII Volume Caps**

		Amount
42	Amount of state volume cap allocated to the issuer. Attach copy of state certification . . . . .	42
43	Amount of issue subject to the unified state volume cap . . . . .	43
44	Amount of issue not subject to the unified state volume cap or other volume limitations:	44
a	Of bonds for governmentally owned solid waste facilities, airports, docks, wharves, environmental enhancements of hydroelectric generating facilities, or high-speed intercity rail facilities . . . . .	44a
b	Under a carryforward election. Attach a copy of Form 8328 to this return . . . . .	44b
c	Under transitional rules of the Tax Reform Act of 1986. Enter Act section ▶	44c
d	Under the exception for current refunding (section 146(f) and section 1313(a) of the Tax Reform Act of 1986) . . . . .	44d
45a	Amount of issue of qualified veterans' mortgage bonds . . . . .	45a
b	Enter the state limit on qualified veterans' mortgage bonds . . . . .	45b
46a	Amount of section 1394(f) volume cap allocated to issuer. Attach copy of local government certification . . . . .	46a
b	Name of empowerment zone ▶	_____
47	Amount of section 142(k)(5) volume cap allocated to issuer. Attach copy of state certification . . . . .	47

Under penalties of perjury, I declare that I have examined this return, and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

**Sign Here**

Signature of officer	Date
Name of above officer (type or print)	Title of officer (type or print)

# Instructions on use of Texas Water Development Board

## **Supplemental Conditions for State Loan Projects (ED-004G)**

(Including: State Participation, & Rural Water Assistance Fund)

### **Applicability**

These Supplemental Conditions contain provisions that are worded to comply with certain statutes and regulations which specifically relate to the (projects receiving state funds only) and to the State loan programs (Dfund II), including State Participation and the Rural Water Assistance Fund (RWAFF) Programs. Provisions that are applicable to the project's funding source or dollar value of the contract are so noted within with the provision.

Construction projects that 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 III (projects receiving federal funds) and Drinking Water State Revolving Fund do not use these conditions but instead use TWDB Supplemental Conditions ED-004E. Construction projects which are financed by Clean Water State Revolving Fund (CWSRF) Tier II use ED-004F.

### **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.

Condition number 12 (Archeological Discoveries and Cultural Resources) and 13 (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 - Procedures for resolving disputes.

## **Other Requirements**

There may be other local government requirements and applicable Federal and State statutes and regulations that 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
- 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 CONDITIONS

For State Loan Projects Funded through:

Water Development Fund II

Including:

State Participation  
&  
Rural Water Assistance Fund

# **TWDB SUPPLEMENTAL CONDITIONS**

## **Table of Contents**

### **Instructions to Bidders**

1. Contingent Award of Contract
2. Bid Guarantee
3. Nonresident Bidder

Form to be submitted with bids:

- Vender Compliance with Reciprocity on Nonresident Bidders. (WRD-259)

### **Construction Contract Supplemental Conditions**

1. Supersession
2. Privity of Contract
3. Definitions
4. Laws to be Observed
5. Review by Owner, TWDB, and EPA
6. Performance and Payment Bonds
7. Progress Payments and Payment Schedule
8. Workman's Compensation Insurance Coverage
9. Changes
10. Prevailing Wage Rates
11. Archeological Discoveries and Cultural Resources
12. Endangered Species
13. Hazardous Materials
14. Project Sign
15. Operation and Maintenance Manuals and Training
16. As-built Dimensions and Drawings

Required Forms to be submitted with executed contracts:

- Contractor's act of Assurance (ED-103)
- Contractor's Act of Assurance Resolution (ED-104)

# **TWDB SUPPLEMENTAL CONDITIONS**

## **Instructions to Bidders**

### **1. 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.

### **2. 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.

### **3. Award of Contract to Nonresident Bidder**

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located. (Source: Texas Government Code Chapter 2252 Subchapter A Nonresident Bidders, (§ 2252.002.) The bidder will complete form WRD-259 **which must be submitted with the bid.**

## **Construction Contract Supplemental Conditions**

Conditions:

### **1. SUPERSESION**

The 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. PRIVACY 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**

- (a) The term Owner means the local entity contracting for the construction services.
- (b) 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**

- (a) 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.
- (b) 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:

- (a) 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;
- (b) 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; and
- (c) the contractor shall utilize a surety company that 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 payment 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%) minimum 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 minimum 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%) minimum 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 cost components.

## **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. ARCHEOLOGICAL DISCOVERIES AND CULTURAL RESOURCES**

No activity which may affect a State Archeological Landmark is authorized until the Owner has complied with the provisions of 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 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 Historical Commission, (512-463-6096). 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 Texas Historical Commission 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.

**12. 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 mitigative actions. The Contractor shall not resume construction in the area of the encounter until authorized to do so by the Owner.

### **13. 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.

### **14. 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.

### **15. 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.

#### **16. 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 Act of Assurance Resolution](#) (ED-104)



## **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;



## Resolution Standard Conditions for Taxable Loans (WRD-276)

### (Water Supply Corporation Conditions)

1. this commitment is contingent on financing from the Board's taxable bonds or such other source as the Board may hereafter determine;
2. that the Corporation's indebtedness to the Board shall be evidenced by (bonds/loans) specifically secured by:
  - a. a (first lien or parity lien) on the revenues of the Corporation's water system ("the system"); and
  - b. a (first lien or prorata parity lien) mortgage on the system.
3. that the (bond resolution/loan agreement) contain a provision for the accumulation of a Reserve Fund, to be held by a depository of the Corporation, of no less than average annual debt service requirements, to be accumulated in equal monthly installments over the initial sixty (60) months following the date of closing;
4. all funds received by the Corporation from the Board pursuant to this commitment pending their use for the purpose for which they are borrowed shall either be secured by a pledge by a financial institution of general obligations of the United States or obligations unconditionally guaranteed by the United States or invested in accordance with the requirements of the Public Funds Investment Act, Chapter 2256, Texas Government Code;
5. that the (bond resolution/loan agreement) contain a provision that no additional revenue bonds may be issued unless net system revenues for the last complete fiscal year or twelve (12) consecutive calendar month period ending not more than ninety (90) days preceding the adoption of additional bonds shall have not less than 1.25 x the average annual debt service requirements after giving effect of the additional bonds;
6. that the (bond resolution/loan agreement) shall include a special covenant prohibiting the Corporation from encumbering, pledging or otherwise impairing the revenues of the System in any manner to the payment of any obligations or with respect to any liability, except for the payment of (1) maintenance and operating expenses payable within the current fiscal year with current revenues budgeted therefor and (2) additional bonds issued in accordance with paragraph 5, and that the Corporation will in no way encumber, pledge or otherwise impair its title to the land used for the system or interests therein, or improvements and facilities of the system without prior Board approval;
7. that the (bond resolution/loan agreement) contain a provision that the Corporation will at all times maintain and collect sufficient rates and charges to produce gross system revenues in an amount necessary to:
  - a. pay all maintenance, operating and administrative expenses;
  - b. meet the debt service requirements of all outstanding bonds/loans; and
  - c. to maintain the funds established and required by such resolution/loan agreement;



8. if there is an existing loan of the Corporation that is to be outstanding after any loan(s) made by the Board pursuant to this commitment, the lien or liens securing the Board's loan shall be at least on a parity with lien or liens securing such outstanding loan;

9. that the Corporation file a Deed of Trust with the County Clerk in which the property is located, and with the Secretary of State's Office, as per Section 35.01 et. seq. of the Texas Business and Commerce Code, as evidence of the Board's first **(or parity)** lien mortgage security interest in the Corporation's system;

10. that the Corporation file a security instrument with the Secretary of State's Office, as per Section 35.01 et seq of the Texas Business and Commerce Code, to evidence the Board's security interest in any equipment directly related to water supply and or sewer service, owned or to be acquired by the Corporation;

11. that prior to closing, the Corporation obtain a commitment from a title insurance company, resulting in the issuance of a mortgagee policy of title insurance on the property owned in fee simple, upon which the Board will be given a **(or parity)** lien first lien mortgage;

12. that the Corporation cure any defects or liens upon the property listed in Schedule C of the title insurance company commitment that the Executive Administrator for the Board deem necessary;

13. that the Corporation provide the Board with an attorney's letter of assurance, relating to the Corporation's easements, which states that there are no known complaints or defects affecting the easements;

14. that prior to closing, the Corporation will submit to the Executive Administrator of the Board evidence that the Corporation's by-laws have been amended to include the following requirements:

a. as long as the Corporation is indebted for a loan or loans made by or through the Board, the by-laws shall not be altered, amended or repealed without the prior written consent of the Executive Administrator of the Board; and

b. the Corporation is a nonprofit Corporation and no part of the income of the Corporation will be distributed to the Corporation's members, directors, or officers;

15. that the (bond resolution/loan agreement) contain a provision that in the event the Corporation converts to a district and the Corporation desires to sell its obligations to the district, the conveyance and the assumption of the Board's loan to the Corporation must be approved by the Board prior to the transfer;

16. that the (bond resolution/loan agreement) 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;

17. 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;



### 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.**



## Groundwater Rights QUESTIONNAIRE (WRD-208a)

(Texas Water Code Section 17.123)

Section 17.123 of the Texas Water Code requires that before the Board can deliver funds to an applicant proposing underground water development, the applicant must supply information from which the Executive Administrator can make a written finding that it has the right to use the water that the project will provide.

In order to provide the necessary facts upon which the Executive Administrator can make the findings required for the resolution, you are requested to complete and return this Questionnaire.

1. Does the applicant own the land at the well site? \_\_\_\_\_ (If not, what is the applicant's intent regarding the site?)
2. Have the water rights been conveyed away by the applicant or its predecessors in title, or reserved, prior to the applicant's acquisition of the land at the well site? \_\_\_\_\_
3. Is the project located in an underground water conservation district?  
\_\_\_\_\_
4. If the answer to 3 is yes, has any necessary permit been obtained?  
\_\_\_\_\_

(An affidavit from a title company addressing questions 1, 2 and 3 is required by the Board.)

Signed the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title



THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

**Groundwater Rights AFFIDAVIT (WRD-208b)**

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the following instrument and being duly sworn, upon oath stated;

"This affidavit is given pursuant to requirements of Sec. 17.123 of the Texas Water Code in connection with a proposed water well project site located at:

"My name is \_\_\_\_\_. I am the manager of \_\_\_\_\_, (name of title company). I do hereby certify that I have reviewed the records on file at the \_\_\_\_\_ County Courthouse and certify the following:

1. the \_\_\_\_\_ is the owner of the land upon which the proposed water well project is located;
2. the water rights beneath the proposed water well project site are owned by the \_\_\_\_\_ and have not been conveyed to or reserved to any other person;
3. the proposed water well project site is not located within an underground water conservation district.

\_\_\_\_\_  
Affiant

SUBSCRIBED AND SWORN to before me by the said \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_ to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Notary Public





**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)



## 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>					\$ _____

## EXAMPLE

### NO-LITIGATION CERTIFICATE (WRD-238)

THE STATE OF TEXAS            §  
  §  
COUNTY OF \_\_\_\_\_       §

WE, the undersigned, officials of the \_\_\_\_\_ (the "Issuer"), do hereby certify as follows:

- (1) That this Certificate is executed and delivered with reference to the following described bonds:  
" \_\_\_\_\_ " dated \_\_\_\_\_ (the "Bond Date"), in the aggregate principal amount of \_\_\_\_\_ (the "Bonds").
- (2) The Bonds have been duly and officially executed by the undersigned with their manual or facsimile signatures in the same manner appearing thereon, and the undersigned hereby adopt and ratify their respective signatures in the manner appearing on each of the Bonds whether in manual or facsimile form, as the case may be, as their true, genuine, and official signatures.
- (3) That on \_\_\_\_\_ (the date of adoption of the resolution authorizing the bonds) and on the date hereof, we were and are the duly qualified and acting officers indicated therein and authorized to execute the same.
- (4) The legally adopted proper and official corporate seal of the Issuer is impressed, imprinted, or lithographed on all of the Bonds and impressed on this certificate.
- (5) No litigation of any nature is now pending before any federal or state court, or administrative body, or to our knowledge threatened, seeking to restrain or enjoin the issuance or delivery of the Bonds or questioning the issuance or sale of the Bonds, the authority or action of the governing body of the Issuer relating to the issuance or sale of the Bonds, the pledge of Pledged Revenues to pay the principal of and interest on the Bonds, or that would otherwise adversely affect in a material manner the financial condition of the Issuer to pay the principal of and interest on the Bonds; and that neither the corporate existence or boundaries of the Issuer nor the right to hold office of any member of the governing body of the Issuer or any other elected or appointed official of the Issuer is being contested or otherwise questioned.
- (6) No authority or proceeding for the issuance, sale, or delivery of the Bonds, passed and adopted by the governing body of the Issuer, has been amended, repealed, revoked, rescinded, or otherwise modified since the date of passage thereof, and all such proceedings and authority relating to the issuance and sale of the Bonds remain in full force and effect as of the date of this certificate.
- (7) The Issuer hereby authorizes the Office of the Attorney General to date this Certificate the date of delivery of its approving opinion, and agrees to notify the Office of the Attorney General of any changes with respect to this Certificate or any bond documents to which it is a party that are made between the date of such opinion and the date of closing.



EXECUTED AND DELIVERED this \_\_\_\_\_

(Issuer's Seal)

SIGNATURE

OFFICIAL TITLE

\_\_\_\_\_

(CEO)

\_\_\_\_\_

(Secretary/Treasurer)

THE STATE OF TEXAS §  
COUNTIES OF \_\_\_\_\_ AND \_\_\_\_\_ §

Before me, the undersigned, a Notary Public, on this day personally appeared (Name) known to me to be the (Official Title) and (Name) known to me to be the (Official Title), and who in my presence each executed this instrument before me in the capacity represented and each of said person's signature is genuine.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Notary Seal)

\_\_\_\_\_  
Notary Public, State of Texas



## TEXAS WATER DEVELOPMENT BOARD

### Water Conservation 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 for annual peak-to-average daily use ratio  
(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>Year</u>	<u>Population</u>	<u>Total Diverted (or Treated Less Wholesale Sales (1,000 gal.))</u>	<u>Per Capita (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**