



SAN ANTONIO WATER SYSTEM

# Guide to Trilateral Projects

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San Antonio, Texas 78212



# Table of Contents

Title Page.....	1
Table of Contents.....	3
Foreword.....	4
1. Design Requirements.....	5
2. Trilateral Project Chronology.....	5
3. Cost Sharing.....	9
4. Impact Fees and Developer Reimbursements.....	10
5. Pipe In-Lieu of a Trilateral Contract.....	11
Attachment A: Sample Professional Services Agreement	
Attachment B: Phased Submittal Requirements	
Attachment C: Sample Trilateral Contract	

# Foreword

**A trilateral contract is an agreement between SAWS, the developer customer, and contractor, used when SAWS is participating with a developer customer, typically due to oversizing of sewer/water mains or water production/pump facilities.**

This guide was developed to assist a consulting engineer and developer customer navigate the trilateral contract process. Below are the basic steps of the process. Each step will be discussed in detail within this guide.

- 1. Design Requirements**
- 2. Trilateral Project Chronology**
  - i. Project Initiation**
  - ii. Professional Services Agreement**
  - iii. Plan Review**
  - iv. Bidding**
  - v. Board Approval**
  - vi. Pre-Construction**
  - vii. Construction**
  - viii. Project Close-Out**
- 3. Cost Sharing**
- 4. Reimbursement**
  - i. Impact Fee Credit Allocation**
  - ii. Engineering Fee Reimbursement**
  - iii. Easement Reimbursement**
- 5. Pipe In-Lieu of a Trilateral Project**

# 1. Design Requirements

Oversizing requirements for sewer mains, water mains, lift stations, or water production/pump facilities, are outlined in the Utility Service Agreement (USA) for the subject tract. If major variations from the approved USA are desired by the developer or engineer (major alignment changes, a different pipe size, different requirements for production/pump facilities, etc.) are desired, a revised USA will be required before plans with these variations are approved.

SAWS is available to meet with developers, engineers, or other parties involved in the project in order to help determine requirements during the planning/design phase of a particular project. To schedule such a meeting, contact Kyle Harvey, P.E. by email at [kyle.harvey@saws.org](mailto:kyle.harvey@saws.org) or by phone at 210-233-3814.

# 2. Trilateral Project Chronology

The typical chronology of a Trilateral Project is broken down into seven steps below. Each step listed below must be completed in its entirety before the next step may begin.

## i) Project Initiation

When the developer and consultant engineer are nearing the point of submitting a project that may go through the Trilateral process, it is requested that they reach out to SAWS Development Engineering by contacting Kyle Harvey, P.E. at [kyle.harvey@saws.org](mailto:kyle.harvey@saws.org) in order to bring the project to SAWS' attention. At that point, a meeting may be requested by either SAWS or the developer/consultant engineer to go over the general scope of the project and the overall Trilateral project process. The Professional Services Agreement may also be discussed at this time.

## ii) Professional Services Agreement

Prior to the submittal any trilateral project, a Professional Services Agreement must be executed between SAWS and the developer's engineer. In this agreement, the scope of services for the project will be outlined. This agreement does not guarantee any payment to the engineer. Reimbursement of developer engineering fees is outlined in section 4 below. A sample Professional Services Agreement can be found as Attachment A.

## iii) Plan Review

Submittals for Trilateral projects should be made electronically through SAWS' Contract and Project Management Software (CPMS). To create a CPMS account and/or to have your account associated with

the project, send an email to [kyle.harvey@saws.org](mailto:kyle.harvey@saws.org). No hard copy submittals are needed unless specifically requested. At a minimum, submittals should include:

- Plans and Specifications
- Design report if applicable (typically facility projects)
- Geotech report (if available)
- USA
- Cost Estimate

Submittals will be distributed amongst the appropriate SAWS groups for review. There are three main categories of reviews of submittals, each with a different review and bidding process.

- **Sewer and water main projects with the largest pipe diameter 24" or less.** This review will be performed by SAWS Development Engineering staff, which will be the single point of contact for the developer's engineer. Submitted plans are expected to be 100% construction plans. All re-submittals should be made through CPMS. The submittal/comment cycle will continue until all comments have been addressed. The duration of SAWS' review will conform to the schedule outlined in the executed Professional Services Agreement for Future Trilateral Contract document. Once Development Engineering approves the plans, SAWS Inspections will review the plans and estimate and make any comments related to constructability of the project. This review cannot occur until the Development Engineering approval has been granted. These projects will be bid according to the low bid method (see below for more detail on this process).
- **Sewer and water main projects with the largest pipe diameter greater than 24".** This review will be performed by SAWS' Pipelines staff, which will be the single point of contact for the developer's engineer. Phased submittals are to be made for these projects at the 30%, 75%, and 100% design milestones. The requirements for each of these phases is included in Attachment B below. SAWS will provide a compiled set of comments after each review. The 100% design submittal/comment cycle will continue until all comments have been addressed. The duration of SAWS' review will conform to the schedule outlined in the executed Professional Services Agreement for Future Trilateral Contract document. All re-submittals should be made through CPMS. These projects may be bid according to either the low bid method or the RFCSP method (see below for more detail on this process).
- **Facility projects (Lift Stations, Water Production Facilities, Tanks, etc.).** These reviews will be performed by multiple SAWS departments due to the nature and complexity of such projects. Development Engineering will be the single point of contact for lift station projects while other facility projects will have a point of contact from SAWS Major Projects. The point of contact for each project will be conveyed to the engineer upon submittal. Phased submittals are to be made for these projects at the 30%, 60%, 90%, and 100% design milestones. The requirements for

each of these phases is included in Attachment B below. SAWS will provide a compiled set of comments after each review. The 100% design submittal/comment cycle will continue until all comments have been addressed. The duration of SAWS' review will conform to the schedule outlined in the executed Professional Services Agreement for Future Trilateral Contract document. All re-submittals should be made through CPMS. These projects will be bid according to the RFCSP method (see below for more detail on this process).

#### **iv) Bidding**

Bidding of Trilateral projects cannot begin until the plan review phase has been completed and there are no outstanding comments on plans, specifications, design reports, or any other submitted material. Additionally, any easements necessary for the project must be recorded prior to starting the bidding process. Similarly, all necessary permits must be obtained in order to bid any project.

Once the above conditions are satisfied, the project is eligible to be bid. There are two bidding methods eligible for Trilateral projects, Low Bid, and Request for Competitive Sealed Proposals (RFCSP). Sewer and water main projects are to be advertised for a minimum of 4 weeks. Facility projects are to be advertised for a minimum of 6 weeks.

In the Low Bid method, at the end of the advertising period, bid packages are publicly opened and bidders are ranked from lowest to highest bidder by cost. The lowest qualified bidder will be evaluated by the developer's consultant, who must furnish SAWS Development Engineering with a letter of recommendation declaring them to be the lowest responsible bidder in order to proceed with that bidder. This method has the advantage of being the quickest bid process, however there is less control over selection of the contractor.

In the Request for Competitive Sealed Proposals (RFCSP) bid method, at the end of the advertising period a committee consisting of SAWS staff and preferably one representative of the consultant engineer will review submitted proposals and score each based on a publicly available rubric. These scores will be forwarded to the SAWS Selection Committee, which will use the scores in conjunction with other factors, such as cost and SMWVB participation, to make a final selection of the contractor. The advantage of this bidding method is the availability of selecting the most qualified contractor. However, this process does take longer than the Low Bid method, due to the time it takes to review and score each proposal.

#### **v) Board Approval**

Approval by SAWS' Board of Trustees is required for each Trilateral contract. The Board meets once per month and the deadline for an item to be included on any meeting's agenda is approximately three weeks prior to the meeting. The entire bidding process outlined above must be complete before a proposed Trilateral project can be added to a Board meeting agenda.

Once approved by the Board, the Trilateral contract, included as Attachment C, will be sent to the contractor and developer for signature, and the developer will have 60 days to submit payment in full for their portion of the construction cost (see section 3 for cost sharing information), along with the contract with their signature. If payment is not received within this period the project is subject to re-bid, and therefore may require re-approval by the Board.

The following are minimum durations and schedules for the timing of milestones within the Trilateral bid and award process when attempting to have a project approved at a specific board meeting:

<b>Minimum Trilateral Bid and Award Process Length</b>			
	<b>Low Bid Method</b>	<b>RFCS Method, Pipeline</b>	<b>RFCS Method, Facilities</b>
<b>Plans/Specs/Easements Approved</b>	Week 0	Week 0	Week 0
<b>Bid Package Assembled and Approved for Advertisement</b>	(2 Week Duration)	(2 Week Duration)	(2 Week Duration)
<b>Bid Advertised</b>	Week 2	Week 2	Week 2
<b>Bids/Proposals Opened</b>	Week 6	Week 6	Week 8
<b>Review of Proposals, Selection/Negotiation with Contractor Completed</b>	Week 8	Week 11	Week 13
<b>Board Item Assembled</b>	(1 Week Duration)	(1 Week Duration)	(1 Week Duration)
<b>Item on Agenda</b>	Week 9	Week 12	Week 14
<b>Board Meeting</b>	Week 12	Week 15	Week 17
<b>Contract Eligible to be Signed</b>	Week 13	Week 16	Week 18
<b>Pre-Construction Meeting (Requires Signed Contract)</b>	Week 14	Week 17	Week 19
<b>Notice to Proceed (Requires Pre-Construction Meeting)</b>	Week 15	Week 18	Week 20

## **vi) Pre-Construction**

Once the developer's payment has been received by SAWS and the contract has been executed by all parties, a pre-construction meeting can be scheduled. This meeting will need to include at minimum, SAWS staff (contracting, engineering, construction), the developer, contractor, and consulting engineer. Additional attendees may be invited at the request of the developer or contractor.

The contractor and consulting engineer will need to receive access to SAWS' Contract & Project Management System (CPMS). This is a web based project management software that tracks progress, consolidates project documents, and allows submittals, RFIs, change orders, and other project workflows to be accessed and reviewed by assigned project resources.

If the contractor or consulting engineer does not have this access, contact Kyle Harvey, P.E. (210-233-3814, kyle.harvey@saws.org) in order to have this access set up.

At the pre-construction meeting, the Notice to Proceed (NTP) date will be confirmed or adjusted as deemed necessary by SAWS, the contractor, or developer.

## **vii) Construction**

Upon the NTP date, the project enters the construction phase. The length of this phase will be stated in the contract documents included in the bid package.

Any issues or questions during construction should be directed towards the assigned SAWS inspector. Any issues that may require a change order to the contract shall first be submitted as in RFI in CPMS. After the SAWS inspector has reviewed the RFI, they may issue an RFP in CPMS, at which time the proposed change order can be created.

Payment calculations for change orders will depend on the reason for the change order. If the change order is the result of a SAWS or developer request, SAWS or the developer, respectively, will be responsible for 100% of the cost associated with that change order. Change orders resulting from issues discovered in the field or are otherwise determined as necessary for the proper function of the project infrastructure will have their associated costs split between SAWS and the developer at the same proportion as the applicable Trilateral percentage. The developer's contribution to these change orders will be due at the time of change order approval.

If the cost of a change order is in excess of \$100,000, that change order will require approval by SAWS's Board of Trustees. This process takes approximately one month, as the change order must be placed on the Board meeting's agenda, which is typically set a few weeks in advance of the meeting itself.

Once the infrastructure has been completed and tested, a field final with the SAWS inspector can be scheduled. If all infrastructure has been determined to be constructed up to SAWS' standards, the project can then receive field acceptance.

## **viii) Project Close-out**

After the project has received field acceptance, it will enter the as-built (project close-out) phase. The consulting engineer shall submit the required as-built items to CPMS and notify Kyle Harvey, P.E. at [kyle.harvey@saws.org](mailto:kyle.harvey@saws.org). These items shall include at minimum the as-built plans, acceptance certificate, and the contractor's redlines.

Reviews and comments/resubmittals will be handled via CPMS. When all comments have been addressed, the acceptance certificate will be signed. Upon SAWS' signature of the final acceptance certificate, the project is considered complete and the developer will be eligible to request all eligible impact fee credits (see section 4 below).

## **3. Cost Sharing**

The proportion of any Trilateral project that is to be paid by SAWS is calculated based on the required pipe diameter/oversize pipe diameter ratio for water or sewer main projects, or the incremental cost of oversizing for facility projects as spelled out in the Utility Service Regulations. Requirements for

oversizing and the anticipated percentage of SAWS contribution will be included in the USA for the development. For water or sewer main projects, the developer's portion of the cost sharing will be the greater of either \$80 / LF of pipe or the developer's proportionate share of the cost of oversizing the main, excluding costs related to service connections.

Example cost sharing calculations are shown below:

**Example 1:**

<b>Required Main Size</b>	24" (452.39 sq. in area)
<b>Oversize Main Size</b>	30" (706.85 sq. in area)
<b>Total Cost of Main</b>	\$301,950
<b>Length of Main</b>	2,013 LF
<b>Cost per LF</b>	\$150.00

Proportionate Developer Customer Share of Cost:

452.39 sq. in / 706.85 sq. in = 64%

\$150.00 / LF x 64% = \$96.00 / LF

**Higher than the \$80 / LF minimum, developer pays \$96.00 / LF**

**Example 2:**

<b>Required Main Size</b>	8" (50.27 sq. in area)
<b>Oversize Main Size</b>	16" (201.06 sq. in area)
<b>Total Cost of Main</b>	\$158,400
<b>Length of Main</b>	1,980 LF
<b>Cost per LF</b>	\$80.00

Proportionate Developer Customer Share of Cost:

50.27 sq. in / 201.06 sq. in = 25%

\$80.00 / LF x 25% = \$20.00 / LF

**Lower than the \$80 / LF minimum, developer pays minimum of \$80 / LF**

The developer's portion of any Trilateral project must be paid in full within 60 calendar days of SAWS Board of Trustees approval of the Trilateral agreement. Failure to submit payment within this timeframe may result in the project being re-bid, or the developer being responsible for any price increase compared to the original bid.

## 4. Impact Fees and Developer Reimbursements

Trilateral projects may be eligible for certain allocations or reimbursements, which are outlined below.

### i) Impact Fee Credit Allocation

Impact fee credit allocation may be available for certain Trilateral projects. The USA will state whether a certain oversized project is impact fee credit eligible. If a project is eligible for impact credits, certain amounts may be released as certain milestones are reached throughout the project process. The total amount of impact fee credits to be received on any eligible Trilateral project is equal to the developer portion of construction costs for that Trilateral, adjusted for any change orders not 100% funded by either SAWS or the developer. The aforementioned amounts and milestones are:

**Construction Start:** 80% of eligible impact fee credit reimbursement

**Final Acceptance:** remaining 20% of eligible impact fee credit reimbursement

To apply for this reimbursement, email Kyle Harvey, P.E. at [kyle.harvey@saws.org](mailto:kyle.harvey@saws.org) with a request to start the process.

### ii) Engineering Fee Reimbursement

The developer is also entitled to a cash reimbursement from SAWS for a portion of the consultant engineering fees incurred on a project. The maximum amount eligible for cash reimbursement is 10% of SAWS' portion of the construction cost.

Similar to the impact fee credit reimbursement mentioned in 4.1, certain amounts of this reimbursement will be available upon request as certain project milestones are met. These are:

**Construction Start:** 60% of eligible reimbursement

**Field Acceptance:** 25% of eligible reimbursement

**Final Acceptance:** remaining 15% of eligible reimbursement

The application for reimbursement of engineering fees can be found below as Attachment 3 of the sample trilateral contract included as Attachment C.

### iii) Easement Reimbursement

The developer may receive a cash reimbursement from SAWS up to 5% of SAWS share of the construction cost. Justification of the amount requested for reimbursement will be required. The entirety of this reimbursement will be available upon request at the commencement of construction.

## **5. Pipe In-Lieu of a Trilateral Project**

A developer has an alternative option to a Trilateral project when water or sewer pipe oversizing is required by SAWS. The developer may instead choose to have SAWS supply the oversized pipe at no cost to the developer. Although this option does not carry the financial incentives of the Trilateral contract, it has the advantage of being the option with the shortest time period between approval of the plans and the start of construction activities.

If a pipe supply in-lieu of a Trilateral is desired, contact Kyle Harvey, P.E. (210-233-3814, [kyle.harvey@saws.org](mailto:kyle.harvey@saws.org)) in order to start this process. Only the oversize pipe itself (no joints or other materials) will be provided by SAWS. The developer/contractor will be responsible for the unloading of the pipe upon delivery.

Attachment A: Sample Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT FOR FUTURE TRILATERAL CONTRACT**

This Agreement (Agreement) is made and entered into as of the Effective Date between the SAN ANTONIO WATER SYSTEM (SAWS), an agency of the City of San Antonio in the State of Texas, and \_\_\_\_\_ (Consultant). This Agreement is for the provision of engineering services in connection with the design and development of \_\_\_\_\_Project (Project) for SAWS, which is intended to be built pursuant to a Trilateral Contract between SAWS, \_\_\_\_\_ (Developer) and a contractor to be identified and approved in the future.

**WHEREAS**, the Developer and Consultant have entered into a contract for engineering services and the design of the Project (Design Contract) in a collaborative effort to complete the Project; and

**WHEREAS**, the Developer selected the Consultant as the most qualified engineer based on demonstrated competence and qualifications, then negotiated a contract at a fair and reasonable price; and

**WHEREAS**, SAWS, Developer and the Consultant (Parties) agreed to the scope of the engineering services in Exhibit II to the Design Contract (Scope of Services) or as may be amended; and

**WHEREAS**, in order to enhance the likelihood that Consultant will complete and deliver designs, plans and specifications that will be approved by SAWS under the Trilateral Contract and to facilitate the unique relationship between the Parties for the purposes of that contract, the Parties wish to clarify the Design Contract to show that, as was the original intent of the Parties, all design and route selection aspects of the Project shall be directed by and receive final approval from SAWS, and to memorialize certain agreements regarding, among other things, professional expectations, indemnity and insurance; and

**NOW THEREFORE**, in consideration of the recitals above, which are incorporated herein for all purposes, the mutual covenants and agreements in the Design Contract, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

**1. Scope of Services.** The Consultant shall be involved in preparing and executing all the necessary documents for the preliminary design phase, final design phase, bidding phase, construction phase and easement delineation of the Project. The scope of the Project and the Consultant's services to be provided under this Contract are set forth in Exhibit II of this Agreement (the "Scope of Work"). Nonetheless, the Parties agree that these and all other planning and designing aspects of the Project shall be in consultation with, directed by and meet with SAWS' approval. Further, the Consultant shall comply with any decision made by SAWS on any significant development pertaining to the Project. SAWS, at its sole discretion, shall determine the final route for the Project subject to the Trilateral Contract, including but not limited to, any properties that shall be acquired or adversely impacted through the power of eminent domain.

The Consultant shall administer its services through an Internet-Based Project Management System (hereafter referred to as "CPMS"). Consultant shall conduct project communication through CPMS and perform all Project-related functions utilizing CPMS. This includes any and all correspondence; design and construction submittal reviews, review and responses to contractor requests for information; review of contract request for proposals; contractor compensation requests; review and recommendation of contractor change orders and other administrative activities as may be required in the Trilateral Contract. In performing Project-related functions in CPMS, Consultant shall make a good faith effort to process tasks and take appropriate review action in CPMS at the following service levels:

- Construction Submittals shall be processed within seven (7) business days;

- Draft responses to Requests for Information (RFIs) shall be processed within two (2) business days; Final responses to RFIs shall be processed within two (2) business days of receipt of SAWS comments to draft responses.
- Create an independent cost estimate, utilizing RS Means prior to a contractor submitting a Request for Proposal and/or Change Order.
- Requests for Proposals (RFPs) shall be processed within five (5) business days;
- Review of Change Orders shall be processed within five (5) business days;
- Review of Scratch sheets and project schedules shall be processed within two (2) business days

SAWS shall administer the CPMS software, shall provide CPMS training to Project Team members and shall make the software accessible via the Internet to all necessary Project Team members. SAWS will make a good faith effort to respond to administratively complete design and construction submittals and written requests from the Consultant regarding the project within twenty-one (21) calendar days or provide a written response for the need for additional time. SAWS will make a good faith effort to respond to Consultant's responses to design submittal comments within fourteen (14) calendar days. Consultant will make a good faith effort to respond to SAWS' responses to design submittal comments within fourteen (14) calendar days.

Consultant shall provide design submittals to SAWS for review via CPMS at the following design milestones:

- Pipelines: 30%, 75% and 100%
- Facilities: 30%, 60%, 90%, and 100%

SAWS may reduce these design submittal milestones if appropriate for the project.

SAWS will provide inspection and construction administration services for the project work pursuant to the Trilateral Contract. The Consultant will perform periodic site inspections to assess the general quality of work completed by the contractor in accordance with the Project's requirements and as specified in the Scope of Services. The Consultant will review and make recommendations regarding construction submittals, construction schedule and payment applications. The Consultant will respond to RFIs to clarify design issues for SAWS and the contractor, but SAWS is responsible for all communication and direction to the contractor.

**2. Acceptance of the Work.** Approval or acceptance by SAWS of the Consultant's work shall not constitute a release of the responsibility, obligations, or liability of the Consultant under this Agreement and/or the Design Contract for any errors, omissions or defect in the design, working drawings, specifications, or documents and/or work performed by the Consultant; nor shall such approval or acceptance be deemed an assumption of responsibility or liability by SAWS for any defect in the designs, working drawings, specifications or other documents and work performed by the Consultant, its agents, employees and sub-consultants under this Agreement and/or the Design Contract. In the event that Consultant is requested by the Water System to utilize a procedure or a product that is not on the standards list of the Water System, and Consultant has a reservation about implementing such request by the Water System, Consultant shall notify the Water System's Vice President over the engineering department in writing and identify the specific reservations with said procedure or product. The Consultant and the Vice President shall attempt to resolve the dispute.

**3. Ownership and Use of Documents.** The Consultant acknowledges and agrees that, upon reimbursement in full of SAWS share of the design cost to the Developer under the Trilateral Contract and final acceptance by SAWS of the project, SAWS shall own exclusively any and all information in whatsoever form and character produced and/or maintained in accordance with, pursuant to, or as a result

of this Agreement and/or the Design Contract and shall be used as SAWS desires and shall be digitally delivered to SAWS at no cost to SAWS upon request or completion or termination of the Project.

Consultant may make copies of any and all documents and items for its files. Consultant shall have no liability for changes made to or use of the drawings, specifications and other documents by other engineers, or other persons, subsequent to the completion of the Project. Water System shall require that any such changes or other use shall be appropriately marked to reflect what was changed or modified.

**4. Termination and/or Suspension of Work.** Upon termination of the Design Contract and/or this Agreement, SAWS may, without prejudice to any other rights or remedies, take possession of all completed or partially completed designs, plans, specifications and reproducibles prepared under this Agreement and/or the Design Contract, as well as all other documents, property records, tests, charts, reports and other materials, or information pertaining to the Project and/or the Consultant's services under this Agreement and/or the Design Contract (Project Documents). If SAWS chooses to take possession of any such completed or partially completed designs, plans, specifications or reproducibles, then SAWS shall compensate Consultant for the work performed at a rate that is consistent with the Design and Trilateral Contracts for the Project.

**5. Indemnification.** To the maximum extent permitted by law, Consultant agrees to and does hereby fully **INDEMNIFY AND HOLD HARMLESS** Water System and the City of San Antonio, and their respective members, agents, employees, officers, directors, trustees and representatives (collectively, Indemnitees), individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees (including, without limitation, attorneys' fees), fines, penalties, proceedings, actions, demands, causes of action, liability, and suits of any kind and nature, including, without limitation, personal injury or death and property damage, incurred by, asserted against or made upon any of the Indemnitees **ARISING OUT OF, RESULTING FROM OR RELATED TO THE NEGLIGENT ACTS, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, ERRORS OR OMISSIONS OF CONSULTANT, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, SUB-CONSULTANT OF CONSULTANT, OR SUBCONTRACTOR OF CONSULTANT, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS, AND REPRESENTATIVES, WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT.** The indemnity provided for in this paragraph shall not apply to any liability resulting from the sole, joint, or concurrent negligence of Indemnitees. **IN THE EVENT CONSULTANT AND THE INDEMNITEES ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE INDEMNITEES UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE FOREGOING NOTWITHSTANDING, IT IS AGREED THAT, WITH RESPECT TO ANY STATUTORY RESTRICTIONS AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION AND DEFENSE OBLIGATIONS HEREIN, IT SHALL BE SUBJECT TO SUCH RESTRICTIONS, AND THE INDEMNIFICATION AND DEFENSE OBLIGATIONS HEREIN SHALL BE DEEMED TO BE AMENDED, TO THE MINIMUM EXTENT NECESSARY TO CONFORM THEREWITH, AND SHALL OTHERWISE CONTINUE IN FULL FORCE AND EFFECT.**

Consultant shall promptly advise the Water System in writing of any claim or demand against the Consultant or against any of the Indemnitees, provided Consultant has actual notice, and which relates to or arises out of the Consultant's activities under this Agreement.

Consultant hereby releases Water System and the other Indemnitees from any and all claims or causes of action of any kind whatsoever that Consultant might otherwise possess resulting in or from, or in any way connected with any loss covered, or which should have been covered but for Consultant's failure to purchase and/or maintain the required insurance policy(ies) (including the deductible portion thereof) required by Section 6, and Exhibit I of this Agreement.

All indemnification obligations set forth herein shall survive the termination of the Agreement regardless of the reason for such termination.

The provisions of this Section 5 are solely for the benefit of the Indemnitees and the parties hereto and not intended to create or grant any rights, contractual or otherwise to any other person or entity.

Nothing in this Section 5 shall be interpreted to constitute a waiver of any governmental immunity available under Texas law or any available defenses under Texas law.

**6. Insurance.** The Consultant shall, at its own expense, purchase, maintain, and keep in force for the duration of this Agreement and/or the Design Contract, insurance in accordance with the terms and provisions of Exhibit I hereto. The Consultant shall provide certificates of insurance to SAWS not later than the date of this Agreement. Each certificate shall specifically identify the Project, the name of the Consultant and any other information reasonably requested by SAWS. Approval of insurance by SAWS shall not relieve or decrease the liability of the Consultant hereunder and shall not be construed to be a limitation of liability on the part of the Consultant. The Consultant shall be responsible for all premiums, deductibles and self-insured retentions, if any, stated in the policies. All deductibles or self-insured retention's shall be disclosed on the Certificate of Insurance. All endorsements naming the San Antonio Water System as additional insured, waivers, and notices of cancellation endorsements, as well as the Certificate of Insurance, shall indicate: San Antonio Water System, Contract Administration Office, P.O. Box 2449, San Antonio, Texas, 78298-2449. The Consultant shall, upon request of SAWS, provide copies of all insurance policies and endorsements required under this Agreement.

**7. Independent Contractor; No Third Party Beneficiary.** The Consultant's work shall be performed by the Consultant as an independent contractor and not as an agent, employee or partner of SAWS. The Consultant shall be solely responsible for, and have exclusive control over: (a) the means, methods, tools, techniques, sequences and procedures of the Consultant's work under this Agreement and/or the Design Contract; and (b) the acts, errors and omissions of its employees, subconsultants, sub-subconsultants, suppliers and their respective agents and employees, and other persons or entities performing portions of the work for or on behalf of the Consultant or any of its subconsultants. Any instruction or direction by SAWS with respect to the work shall be deemed to relate to the results SAWS desires to obtain from the work, and shall in no way affect the Consultant's status as an independent contractor as described herein. While SAWS has the right to review, approve and accept the work, the detailed manner and method of performance of the work shall be under the sole control of the Consultant. Nothing in this Agreement and/or the Design Contract shall create a partnership or joint enterprise between SAWS and the Consultant. Nothing contained in this Agreement and/or the Design Contract shall create a contractual relationship with or a cause of action in favor of a third party against either SAWS or the Consultant.

**8. Design Contract.** Notwithstanding anything to the contrary herein, SAWS and Consultant agree that this Agreement is not intended to amend the Design Contract but to clarify that the design and route selection aspects of the Project shall be directed by and receive final approval from SAWS, and in the event of any conflict between the terms of this Agreement and the terms of the Design Contract, the terms of the Design Contract shall control for all purposes except for the issue of design and route selection.

**9. SAWS' Payment.** SAWS' obligation to pay its proportionate share of the design costs to the Developer for the Project shall be specified in Trilateral Contract and shall not be binding upon SAWS until that contract is authorized, executed and SAWS issues final acceptance of the project.

**10. Binding Effect.** The provisions of this Agreement shall be binding upon and inure to the benefit of SAWS and Consultant and their respective successors and assigns. This Agreement shall be construed in accordance with the laws of the State of Texas and all obligations hereunder are performable in Bexar County, Texas.

**IN WITNESS WHEREOF**, the Consultant and SAWS execute this Agreement as of the \_\_\_\_ day of \_\_\_\_\_, 202\_.

**SAN ANTONIO WATER SYSTEM**

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**CONSULTANT**

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**EXHIBIT I**  
**SAWS STANDARD INSURANCE SPECIFICATIONS\***  
 (“Specifications”)

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

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

This insurance shall be endorsed to provide a **Waiver of Subrogation** in favor of SAWS and the City with respect to both this insurance coverage and the **Employers' Liability (EL)** insurance (as specified immediately below in section 1.b.).

b. **Employers' Liability (EL)** insurance (**Coverage B** under standard Workers' Compensation policy) that will protect the Consultant, SAWS and the City for damages because of bodily injury, sickness, disease of vendor's employees apart from that imposed by Workers' Compensation laws. The employers' liability insurance shall have minimum limits of liability of not less than:

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

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

This coverage shall:

- Cover independent contractors;
- Not include any exclusions relating to blasting, explosion, collapse of buildings or damage to underground property where applicable;
- Afford coverage for Products Liability and/or Completed Operations and, Contractual Liability.

The minimum limits of liability for this coverage shall be:

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

This insurance shall be endorsed:

- Naming SAWS and the City as an **Additional Insured**; and
- To provide a **Waiver of Subrogation** in favor of SAWS and the City.

- d. **Commercial Automobile Liability (AL)** insurance that will protect the Consultant, SAWS and the City from claims for damages arising out of the maintenance, operation, or use of any owned, non-owned or hired vehicles. Minimum limits of liability for bodily injury and property damage **combined** shall be not less than \$x,000,000.00 per each occurrence.

This insurance shall be endorsed:

- Naming SAWS and the City as an **Additional Insured**; and
- To provide a **Waiver of Subrogation** in favor of SAWS and the City.

- e. **Professional Liability** (errors and omissions) insurance with minimum coverage limits of \$x,000,000 per claim, \$x,000,000 in the aggregate, if written on a "Claims Made" form, and Contractor must maintain this coverage period of at least twenty-four (24) months after the date of Agreement termination.

2. Consultant shall require all Sub-consultant's to carry insurance coverage that Consultant determines is appropriate to the Sub-consultant's scope of Work.
3. The Consultant shall furnish a completed Certificate of Insurance, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon.
4. The insurance that is required under these Specifications shall be written so that SAWS and the City will be notified in writing in the event of cancellation, restrictive endorsement or non-renewal at least **thirty (30) days** prior to such action.
5. **Certificates of Insurance** shall be filed with the System 10 days **prior to** the SAWS Board of Trustee's award of the Agreement. The SAWS Project number(s) **shall be included** in the Description of Operations section located in the bottom half of the standard ACORD Certificate forms.

Certificates shall be mailed to SAWS directly to:

San Antonio Water System  
Attention: Contract Administration  
P. O. Box 2449  
San Antonio, Texas 78298-2449

Consultant shall be responsible for obtaining Certificates of Insurance from the first tier Sub-consultant, and upon request furnish copies to SAWS.

6. Consultant is responsible for all deductibles under all of the insurance policies required by these Specifications.
7. The stated limits of insurance required by these Specifications are **MINIMUM ONLY** and it shall be the

Consultant's responsibility to determine what limits are adequate and the length of time this coverage shall be maintained; the insurance limits are not a limit of the Consultant's liability.

These minimum limits may be basic policy limits or any combination of basic limits and umbrella limits. SAWS acceptance of Certificates of Insurance that in any respect do not comply with these Specifications does not release the Consultant from compliance herewith.

8. Consultant agrees that all insurance policies required by these Specifications shall be with insurance companies, firms or entities that have an **A.M. Best** rating of "A- ("A"- minus)" and a **Financial Size Category** of a "VII" or better. All insurance policies shall be of an "Occurrence" type except for the Professional Liability line of coverage.

9. **SURVIVAL**

Any and all representations and conditions made by Consultant under this Agreement including, without limitation, the provisions of Section 1.b., 1.c. and 1.d. of these Insurance Specifications are of the essence of this Agreement and shall survive the execution and delivery of it, and all statements contained in any document required by SAWS whether delivered at the time of the execution, or at a later date, shall constitute representations and conditions hereunder.

## **SCOPE ITEMS AND DESIGN MILESTONES**

The following indicates the type of services needed for the identified projects. However, the extent of the services needed for each specific project will be negotiated after consultant selection based on the work products available. These services include, but are not limited to, the following:

### **1. 30% Design Phase**

#### **1.1 30% Design**

- a. Conduct a site visit, or multiple visits as required, to the project location and become familiar with the project and surrounding area.
- b. Prepare meeting documents (sign-in sheet, meeting minutes, and agenda) and conduct a kick-off meeting with applicable SAWS staff to gather most up to date data to be used for design.
- c. Consultant to conduct design status meetings on a regular basis. These meetings can be over the phone or in-person, as needed. Consultant to provide an agenda prior to the meeting. Consultant to summarize action items and pending decisions resulting from the meeting.
- d. Gather all information (e.g., as-built documents, block maps, engineering reports, aerial images, etc.) for each project site. Coordinate with SAWS and other utility providers as needed.
- e. Coordinate with SAWS to confirm new developments, land use, current projects in the vicinity, and other relevant information, as needed.
- f. Provide aerial imagery exhibits showing proposed new facilities.
- g. Identify permanent and/or temporary construction easement acquisition needs as well as Joint Use Agreements (JUAs) required for construction and long-term operation of proposed infrastructure for the Recommended Alternative.
- h. Conduct utility coordination, as needed, to identify all potential conflicts with existing underground utilities.
- i. Determine if existing utility adjustment will be required to avoid conflicts with proposed infrastructure.
- j. Coordinate with CPS Energy or equivalent to ensure that the site has adequate electrical power.
- k. Identify permitting agencies and key stakeholders (e.g., CoSA various departments, TXDOT, TCEQ, and others as appropriate), develop a plan for coordination activities with the various stakeholders during the design, schedule coordination meetings, prepare and lead coordination meetings, prepare meeting minutes and share with attendees.
- l. Identify preliminary permitting requirements. Prepare a Permit Log including all permits required for the project.
- m. Coordinate the design with federal, state and local agencies and to abide by all of the latest applicable rules, regulations, ordinances, and codes for the development of the design plans and supporting documents.
- n. Design pavement for the proposed access road and parking at the tank site. Design new sidewalks per CoSA Unified Development Code.
- o. If the project includes a new storage tank, provide overflow, weir box, and vent calculations.

- p. Determine required pressure reducing/sustaining valves, pipe, and/or other appurtenances within the existing SAWS distribution system to facilitate full integration of proposed infrastructure.
- q. Determine Supervisory Control and Data Acquisition (SCADA) instrumentation requirements for the new facility.
- r. Determine security instrumentation requirements for the new facility.
- s. Design both security and SCADA fiber to the Intermediate Distribution Frame (IDF) and Programmable Logic Controller (PLC) to communication tower.
- t. Coordinate with SAWS for security requirements, including cameras.
- u. Provide radio path study, as applicable.
- v. Design communication antenna foundation, as applicable.
- w. Prepare electrical layout drawings of the new facility indicating location of electrical components, including interior/exterior lighting.
- x. If the project includes a new storage tank, contact Federal Aviation Administration (FAA) and complete forms for aeronautical study. Perform 1A survey accuracy once tank is constructed.
- y. Recommend additional required field investigation to include geotechnical investigation, environmental, archaeological, topographic survey, subsurface utility engineering (SUE), and other field investigation as needed for proposed infrastructure.
- z. Conduct a preliminary evaluation of construction methods for proposed infrastructure based on site visits and information collected and analyzed.
- aa. Prepare a Draft and Final Preliminary Engineering Report (PER). The PER shall cover information, including but not be limited to project description, design criteria, hydraulic modeling and analysis, alternative analysis, constructability analysis and proposed methods of construction, permitting requirements, recommended alternative, project risks, overall project implementation schedule, and other relevant information to be utilized as part of the design of proposed infrastructure. Include preliminary engineering design plans. The Final PER shall be signed and sealed by a licensed professional engineer registered in the State of Texas.
- bb. Prepare for and conduct a 30% Design review workshop to elicit feedback from the various SAWS departments and make the necessary decisions to proceed with the design. The Consultant shall develop a PowerPoint presentation covering items listed above and others as needed.
- cc. Prepare 30% Engineer's Opinion of Probable Construction Cost (OPCC). Cost estimate shall be a Class 3 Estimate as described in AACE Recommended Practice No. 17R-97 and 56R-08.
- dd. Consultant shall develop a project implementation schedule to include all design and construction milestones (30%, 60%/75%, 90%, 100%, Bid Phase, Construction, and Project Closeout). If schedule changes from the baseline, the Consultant shall document the reason for the change and provide a recovery schedule.
- ee. Perform internal quality management including control and assurance prior to submitting design deliverables to SAWS. Maintain these documents as part of the project records.

### **1.2 30% Field Investigation**

- a. Schedule and attend coordination meetings associated with the planning, data acquisition, or design of the project and coordinate project improvements with other governmental entities. Develop meeting minutes and share with attendees.

- b. Prepare all Right of Entry (ROE) documents soon after project award to expedite completion of critical field activities.
- c. Research existing property records to establish limits and widths of available Right-of-Ways (ROWs) and existing permanent easements for the project.
- d. Perform topographical survey for the Recommended Alternative for the new facility and associated infrastructure. The survey shall be performed using NAD 83, South Central Texas datum. Survey shall identify contours, benchmarks, bores, topographic features, existing utilities, drainage structures, existing easements, and shall field-tie all existing water main within the project limits and all surface features within the facility's footprint impacting design or construction of the proposed improvements. Ground profiles and pavement replacement requirements shall also be identified for development of plan and profile sheets and project technical details.
- e. Review the survey data and deliverables prepared in accordance with the guidelines listed below to ensure the scope of work prepared for SAWS clearly identifies the Category or Categories of service to be performed based on the Project scope. Work products shall conform to the tolerances associated with the category of service provided. The latest version of the following documents shall be used as survey references and guidelines:
  - Texas Board of Professional Land Surveyors (TBPLS) Practices Act and General Rules, Procedures and Practices.
  - Texas Society of Professional Surveyors (TSPS) Manual of Practice for Land Surveying in the State of Texas.
    - i. City of San Antonio Design Guidance Manual – Section 3 Surveying and Mapping and applicable appendices.
- f. Develop a Geotechnical Investigation Plan for the project, as needed. Tailor investigation to the type of construction, anticipated geology, and the project schedule and budget. Conduct a 1-hour workshop with SAWS staff to go over the plan, existing data, and additional project needs as required.
- g. Conduct geotechnical investigation in accordance with the recommendations from the Geotechnical Investigation Plan, as required to finalize design. Geotechnical deliverables for the project shall be provided in two separate reports: 1) Geotechnical Data Report (GDR), and 2) Geotechnical Design Recommendation Letter. Consultant will ensure geotechnical design recommendations are incorporated into the design. A Geotechnical Baseline Report (GBR) may be required for projects that include tunneling and/or trenchless construction methods. The GDR and Geotechnical Design Recommendation Letter shall be submitted as part of the 60%/75% Design deliverables. The report(s) and the letter shall be prepared by a professional engineer licensed in the State of Texas.
  - o Geotechnical Data Report (GDR)

This report is to be used to accompany bid documents that are released to prospective construction contractors. The GDR shall include the following:

    - i. Soil boring plan that depicts borehole locations on a base map
    - ii. Soil boring logs with soil classifications based on the Unified Soil Classification System (ASTM D 2487)
    - iii. Generalized site stratigraphy developed from field and laboratory data at

- the explored locations,
- iv. Depth where groundwater was encountered during drilling

o Geotechnical Baseline Report

This report is to be used to support design recommendations. The GBR shall include the following:

- i. Description of the laboratory testing program,
  - ii. Soil boring plan that depicts borehole locations on a base map,
  - iii. Soil boring logs with soil classifications based on the Unified Soil Classification System (ASTM D 2487),
  - iv. Description of site geology based on location of the site on the Geologic Atlas of Texas,
  - v. Generalized site stratigraphy and engineering properties developed from field and laboratory data at the explored locations,
  - vi. Depth where groundwater was encountered during drilling and its potential impact on construction, and
  - vii. Geotechnical recommendations relating to utility line placement including bedding and backfilling requirements, OSHA soil types, temporary allowable slopes, boring below existing elements, and anticipated lateral earth pressures for trench shoring design.
- h. Conduct utility coordination and locates. Identify additional utilities to be located by subsurface utility engineering for the Recommended Alternative.
- i. Locate and/or acquire mapping of the project area and develop a digital base map of the project area incorporating ownership, ROWs, aerial photography, topography, etc.
- j. Obtain all available mapping of underground or overhead utilities in the project area and incorporate utility information into the base map. Collect all available information concerning the existing and proposed facilities in the project area, including but not limited to existing water, sewer and recycled water pipelines, communications/fiber optics, natural gas, electric, stormwater, drainage facilities, traffic signals and petroleum product pipelines. Determine site constraints and special permitting requirements.
- k. Establish final design layout and dimensions of proposed improvements for the Recommended Alternative for new facility.

**30% Design Phase Deliverables**

The following deliverables are anticipated for this phase of the project:

- 30% Draft Preliminary Engineering Report
- 30% Final Preliminary Engineering Report
- 30% Design Review Workshop and meeting minutes
- Meeting minutes from coordination meetings with stakeholders and permitting agencies
- List of permits required for the project
- Geotechnical Investigation Plan, as applicable
- Project implementation schedule

- 30% Engineer's Opinion of Probable Construction Cost (OPCC)

## 2. 60%/75% Design Phase

Upon written authorization from SAWS, proceed with 60%/75% Design activities including but not necessarily limited to:

- Attend coordination meetings associated with the planning, data acquisition, or design of the project and coordinate project improvements with other governmental entities. Develop meeting minutes and share with attendees.
- If the project includes a water storage tank (ground or elevated), determine required capacity of overflow, weir box and vent based on AWWA guidelines.
- Perform visual pavement conditions survey of all possible routes to be evaluated in design of the project and contact CoSA's Transportation and Capital Improvement (TCI) Department to gather pavement condition index, as required by project. Coordinate and design pavement replacement methods to be used on the project.
- Prepare Draft Geotechnical Data Report based on data collected during completion of the geotechnical investigation as outlined in the Geotechnical Investigation Plan, as applicable.
- Prepare Draft Geotechnical Baseline Report based on the findings of the GDR, if applicable.
- Perform analyses as needed such as scour analysis and buoyancy computations.
- Determine final structure layout and section design by determination of critical elevations and dimensions.
- Conduct site visits as needed to review field conditions, validate survey information, and meet with landowners and/or local representatives as required to ensure feasibility and constructability of the project.
- Determine final construction methods for each reach of the proposed improvements.
- Develop schematic drawings of each structure as required. This includes hydraulic control structures, if applicable to assigned project(s).
- Identify, design and draw plan view solution to utility conflicts to be relocated within the project.
- Preparation of 60%/75% Design deliverables including:
  - Title page / cover page
  - Sheet Index page
  - General Notes page(s)
  - Quantities Table Sheet
  - Existing and proposed easements and JUAs Strip Map
  - Project Control Map(s) including survey control points and benchmarks
  - Elevated Storage Tank, water, storm water Project Layout Sheet(s)
  - Civil sheets: Site Plan, Yard Piping, Offsite Piping, Elevations, Sections, Drainage Plan, Grading, Landscaping
  - Electrical sheets: Site Plan Electrical one line, Miscellaneous controls, SCADA sheets, Instrumentation (P&IDs), Security Details, Grounding, Cable and Conduit schedule, Lighting, Legend, Panel layouts and schedule
  - Construction Sequencing Sheet(s)
  - Contractor access and staging plan sheets
  - Abandonment Plan Sheet(s)

- xiii. Proposed Temporary Water Service and Sewer Bypass Layout Sheet(s)
  - xiv. Plan and Profile drawings
  - xv. Utility relocations
  - xvi. Pavement replacement and/or surface restoration requirements
  - xvii. Traffic control requirements
  - xviii. Preliminary tree permit and tree protection details plan sheets
  - xix. List of standard details
  - xx. List of special project specific details.
- m. Prepare draft special technical specifications for the project.
  - n. Prepare draft special provisions to SAWS standard specifications as well as CoSA and TxDOT applicable specifications.
  - o. Develop strip map, and prepare plat and field notes (PFNs) for permanent easements, temporary construction easements, and JUAs required by the project. This may include provisions for construction access, material storage, and staging areas. Consultant shall provide necessary support to SAWS during the easement acquisition process, as applicable.
  - p. Update Permit Log.
  - q. Prepare tree survey and inventory by contacting CoSA Arborist to coordinate preservation recommendations; prepare a Tree Preservation Plan; and, coordinate with the CoSA Arborist Office for the Tree Permit application and associated fees.
  - r. Consultant shall conduct a plans-in-hand field walk-through meeting with SAWS Engineering and Construction and Inspections staff to review plans, proposed project alignment, constructability, adequacy of proposed easements, impact to property owners, identify potential project risks, and other necessary items. Prepare a summary of items identified and comments provided during the walk-through and describe how those items will be addressed in the Contract Documents.
  - s. Prepare 60%/75% Engineer's Cost Estimate. Cost estimate shall be a Class 2 Estimate as described in ACEC Recommended Practice No. 17R-97 and 56R-08.
  - t. Develop a project phasing and sequencing plan to address construction timing, construction methods, and other factors relevant to meeting proposed implementation schedule.
  - u. Prepare and submit implementation schedule with 60%/75% deliverables and with each monthly invoice.
  - v. Prepare for and conduct a 60%/75% Design Phase review workshop to elicit feedback from the various SAWS departments and make the necessary decisions to proceed with the design. Items to be covered during the workshop include: proposed methods of construction, alignment, permanent and temporary easements, design conditions, unique project challenges, coordination with CoSA Parks and Recreation Department and potential impacts to the linear trail system, archaeological and environmental items, temporary water service and bypass pumping, traffic plan and coordination requirements, project risks, and other items having a potential schedule and/or financial impact to the project. The Consultant shall develop a PowerPoint presentation covering items listed above and others as needed.
  - w. Perform internal quality management including control and assurance prior to submitting work products and design deliverables to SAWS. Maintain these documents as part of the project records.

### ***60%/75% Design Phase Deliverables***

The following deliverables are anticipated for this phase of the project:

- Draft Geotechnical Data Report (GDR), if applicable
- Geotechnical Design Recommendations Letter, if applicable
- Draft Geotechnical Baseline Report (GBR), if applicable
- Meeting minutes from coordination meetings with stakeholders and permitting agencies
- Updated list of permits required for the project
- Plat and Field Notes (PFNs) for all temporary construction easements, permanent easements, JUAs, and fee simple land acquisition.
- SUE Deliverables.
- Updated Project Schedule
- 60%/75% Design Deliverables (plans and specifications)
- 60%/75% Design Review Workshop and meeting minutes
- 60%/75% Engineer's Opinion of Probable Construction Cost (OPCC)

### **3. 90% Design Phase**

Upon written authorization from SAWS, proceed with 90% Design activities including but not necessarily limited to:

- a. Attend coordination meetings associated with the planning, data acquisition, or design of the project and coordinate project improvements with other governmental entities. Develop meeting minutes and share with attendees.
- b. Perform on-ground survey to locate geotechnical bore locations, as needed.
- c. Represent SAWS in coordinating project improvements with other utilities, agencies, and various local, state and federal agencies as required to facilitate design efforts and to secure all necessary permits.
- d. Conduct site visits as needed to review field conditions, validate survey information, and meet with landowners and/or local representatives as required to ensure feasibility and constructability of the project.
- e. Attend public meetings and meet with SAWS staff as deemed necessary. Consultant shall develop meetings minutes and distribute to attendees.
- f. Prepare final versions of the Geotechnical Data Report (GDR) and the Geotechnical Baseline Report (GBR), as applicable.
- g. Preparation of 90% Design deliverables including:
  - i. Title page / cover page
  - ii. Sheet Index page
  - iii. General Notes page(s)
  - iv. Quantities Table Sheet
  - v. Existing and proposed easements and JUAs Strip Map
  - vi. Project Control Map(s) including survey control points and benchmarks
  - vii. Project Layout Sheet(s)
  - viii. Security fence, cameras, lighting
  - ix. Electrical site Plan, Electrical/control rack with canopy, cathodic protection, SCADA
  - x. Overflow drainage structure details, altitude valve piping

- xi. Landscaping, site grading, tank drainage, and connections to existing infrastructure
  - xii. New communication tower
  - xiii. Stormwater report, aboveground storage tank facility plan, geologic assessment
  - xiv. Edwards Aquifer Protection Plan, Water Pollution Abatement Plan (WPAP), Stormwater Quality Site Development Permit, COSA Storm Water Permit
  - xv. Construction Sequencing Sheet(s)
  - xvi. Contractor access and staging plan sheets
  - xvii. Abandonment Plan Sheet(s)
  - xviii. Proposed Temporary Water Service and Sewer Bypass Layout Sheet(s)
  - xix. Plan and Profile drawings
  - xx. Utility relocations
  - xxi. Pavement replacement and/or surface restoration requirements
  - xxii. Traffic control requirements
  - xxiii. Preliminary tree permit and tree protection details plan sheets
  - xxiv. List of standard details
  - xxv. List of special project specific details.
- h. Updated special technical specifications for the project (e.g., contaminated soil and water control; sequencing and tie-ins; low density cellular grout fill; dewatering; water control for shaft, tunnels, and trenches; shaft excavation and support; tunneling; tunneling with steel liner plate; portal stabilization; installation of carrier pipe in casings and tunnels; settlement instrumentation and monitoring; steel casing pipe; etc.).
  - i. Update draft special provisions to SAWS standard specifications as well as CoSA and TxDOT applicable specifications.
  - j. Prepare preliminary supplemental conditions to the General Conditions and special conditions for the project.
  - k. Develop a traffic control and phasing plan to be used for sequencing the project construction as required. Coordinate with the corresponding agency to ensure the proposed plan is acceptable.
  - l. Coordinate with corresponding agency and finalize pavement replacement limits to be included in the Contract Documents.
  - m. Finalize Tree Preservation Plan and coordinate with the CoSA Arborist Office for the Tree Permit application and associated fees.
  - n. Finalize Easement and JUA documents and requirements that become part of the project.
  - o. Update Permit Log. Finalize project permits and regulatory requirements.
  - p. Prepare 90% Engineer's Cost Estimate. Cost estimate shall be a Class 1 Estimate as described in AACE Recommended Practice No. 17R-97 and 56R-08.
  - q. Provide calculations and supplemental information when requested for document clarity.
  - r. Consultant shall conduct a plans-in-hand field walk-through meeting with SAWS Engineering and Construction and Inspections staff to review plans, proposed project alignment, constructability, adequacy of proposed easements, impact to property owners, identify potential project risks, and other necessary items. Prepare a summary of items identified and comments provided during the walk-through and describe how those items will be addressed in the Contract Documents.
  - s. Perform internal quality management including control and assurance prior to submitting work products and design deliverables to SAWS. Maintain these documents as part of the project

records.

- t. Prepare for and conduct a 90% Design Phase review workshop to elicit feedback from the various SAWS departments and make the necessary decisions to proceed with the design. Items to be covered during the workshop include: proposed methods of construction, alignment, permanent and temporary easements, design conditions, unique project challenges, coordination with CoSA Parks and Recreation Department and potential impacts to the linear trail system, archaeological and environmental items, temporary water service and bypass pumping, traffic plan and coordination requirements, project risks, and other items having a potential schedule and/or financial impact to the project. The Consultant shall develop a PowerPoint presentation covering items listed above and others as needed.
- u. Prepare and submit implementation schedule with 90% deliverables and with each monthly invoice.

#### ***90% Design Phase Deliverables***

The following deliverables are anticipated for this phase of the project:

- Final Geotechnical Data Report (GDR), if applicable
- Final Geotechnical Baseline Report (GBR), if applicable
- Meeting minutes from coordination meetings with stakeholders and permitting agencies
- Updated Project Schedule
- 90% Design Deliverables (plans and specifications)
- 90% Design Review Workshop and meeting minutes
- 90% Engineer's Opinion of Probable Construction Cost (OPCC)

#### **4. 100% Design and Bidding**

- a. Prepare Final Engineer's Cost Estimate. Cost estimate shall be a Class 1 Estimate as described in AACE Recommended Practice No. 17R-97 and 56R-08. Work with SAWS and independent cost estimator to verify and address comments related to estimate.
- b. All required easements must be recorded prior to bidding.
- c. Consultant shall coordinate with SAWS Engineering and Contracts Administration staff in preparation of project advertisement. Consultant shall obtain the latest version of the front-end documents prior to compiling the draft set of Contract Documents. Consultant shall thoroughly review the draft set of Contract Documents prior to submission to SAWS.
- d. The Consultant shall provide the final signed and sealed set of Contract Documents for project advertisement.
- e. Prepare Addenda, as required.
- f. The Consultant shall review and evaluate bids including performing verification of Contractor's qualifications and references. One person representing the developer's engineer shall be on the bid review committee.
- g. Prepare the Engineer's letter of recommendation for the selected contractor.
- h. Perform internal quality management including control and assurance prior to submitting work products and design deliverables to SAWS. Maintain these documents as part of the project records.

### ***100% Design and Bidding Phase Deliverables***

The following deliverables are anticipated for this phase of the project:

- Meeting minutes from coordination meetings with stakeholders and permitting agencies
- Updated Project Schedule
- 100% Design Deliverables (plans and specifications)
- Final (100%) Opinion of Probable Construction Cost (OPCC)
- Presentation and meeting agenda for Pre-Bid or Pre-Proposal Meeting
- Preparation of Addenda, as required
- Engineer's letter of recommendation for the lowest responsible bidder or best value proposal.
- Document summarizing the differences between the Engineer's estimate and the bid/price proposal.

### **5. Services during Construction**

- a. Provide a copy of conformed drawings in .pdf electronic format and upload to CPMS.
- b. Prepare meeting agenda for Pre-Construction meeting; participate in Pre-Construction meeting, and develop meeting minutes.
- c. Coordinate construction layout requirements with the Contractor and SAWS Inspector.
- d. The Consultant shall conduct periodic visits, on a regular basis, to the project site by the design professionals to generally review the progress, character, and quality of the work being performed by the Contractor. Consultant shall document site visits by documenting observations and submitting a brief report of each site visit to SAWS. Site visit reports shall be uploaded to CPMS.
- e. Review and evaluate in a timely manner all shop drawings and submittals provided by the Contractor for compliance with design concepts.
- f. Review and evaluate in a timely manner all requests for information (RFIs) submitted by the Contractor.
- g. Attend construction progress meetings to monitor progress, discuss construction issues, provide a status update on submittals, RFIs, RFPs, change orders (COs), coordination items, changes in work, schedule, etc.
- h. Support development of requests for proposals (RFPs) and support change order negotiation process including preparation of independent cost estimates (ICEs) using RS Means.
- i. Address change orders identified as "Potential Design Deficiencies."
- j. Review submittals, laboratory, shop and mill test, Operation and Maintenance manuals (O&M) for compliance with the design concepts as necessary to provide recommendations and approvals as directed by SAWS Construction Inspector.
- k. Observe and assist in performance tests and initial operations of the project.
- l. Provide field and special inspection meeting International Building Code (IBC) Chapter 17 requirements and start-up/commissioning services during construction on an as-needed (or part-time/full-time) basis.
- m. Provide laboratory and field testing services during construction meeting IBC Chapter 17 requirements.

- n. If the project includes a tank, provide surface preparation and Coatings Inspection. Inspector will be NACE Certified. Any inspector onsite that is not Level III, will be directly managed daily by a Level III NACE Certified inspector.
- o. Meet with governing authorities (as needed) to ensure cooperation and compliance with permit requirements.
- p. Meet with the public and other stakeholders (as needed) to ensure cooperation and compliance with Contract Documents and minimize potential impact to stakeholders.
- q. Consultant shall review Contractor's monthly payment applications including construction estimates, project schedule, and redlines. Make recommendations for payment. The payment applications shall include quantities, invoices, materials on hand, an updated project schedule, and redlines for the work completed to date. Consultant shall review changes or alterations to the design, provide recommendations and support preparation of change orders associated with these changes.
- r. Consultant shall also review laboratory, shop, and mill test reports on materials and equipment as necessary.
- s. Observe and assist in performance tests and initial operations of the project.
- t. The Consultant shall conduct a final inspection of the project limits once completed, keep record of deficiencies, and report on the completion of the project.
- u. Prepare the Final Change Order (over and under) recapitulation of the Project in conjunction with the final payment application request.
- v. Prepare Record Drawings of the constructed project based on change order revisions and as-built information provided by the Contractor.
- w. Provide SAWS with one (1) set of Record Drawings in .pdf and .dgn or .dwg electronic format.
- x. Respond to SAWS on issues with change orders designated as errors and omissions.
- y. Perform internal quality management including control and assurance. Maintain these documents as part of the project records.

Attachment C: Sample Trilateral Contract

**TRILATERAL AGREEMENT**

STATE OF TEXAS §  
COUNTY OF BEXAR §

**KNOW ALL MEN BY THESE PRESENTS:**

That this Agreement made and entered into this \_\_\_ day of \_\_\_ A.D., \_\_\_ by and between **THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES**, hereinafter called **THE SAN ANTONIO WATER SYSTEM, COUNTY OF BEXAR, STATE OF TEXAS**, Acting through its Contracting Officer, First Party, hereinafter termed the Owner, \_\_\_\_\_, Second Party, hereinafter termed the Developer Customer, and \_\_\_\_\_, Third Party, hereinafter termed the Contractor.

**WITNESSETH:** That for and in consideration of the commitments and agreements hereinafter mentioned to be made and performed by the respective parties to this Trilateral Agreement, Contractor agrees to commence and complete the construction of certain improvements at the prices set forth in the Contractor's Proposal for the San Antonio Water System Job No. \_\_\_\_\_, dated \_\_\_\_\_, the same being designated as \_\_\_\_\_.

The Contractor shall perform all work shown on the Plans and described Specifications and shall meet all requirements of this Agreement, The General and Special Conditions of the Agreement; and such Orders and Agreements for Extra Work as may subsequently be entered by the above named parties to this Agreement.

The Contractor shall not offer, confer, or agree to confer any benefit or gift to any San Antonio Water System employee and Water System employees are prohibited from soliciting, accepting or agreeing to accept any gifts from outside sources; please see Section M. – Gifts or Benefits of the Water System’s Code of Ethical Standards. Section M of the Water System’s Code of Ethical Standards regarding Gifts or Benefits is available on the SAWS Business Center website.

The Contractor hereby agrees to commence work under this Contract on the date indicated in the SAWS written Authorization to Proceed. Under no circumstances shall the work commence prior to the Contractor's receipt of SAWS issued, written Authorization to Proceed. Computation of Contract Time will begin on the construction start date as indicated on the written Authorization to Proceed. All work specified in these Contract Documents shall be completed within «**Calendar Days**» calendar days from the construction start date indicated on the written Authorization to Proceed.

The parties agree and understand that the provisions of Chapter 252, Texas Local Government Code, and/or Chapter 2269, Texas Government Code (as amended) apply to this contract. As applicable, the terms of the aforementioned state law are incorporated herein by reference. Contractor and Owner agree that pursuant to state law that the, Owner, as a public body authorizes its duly designated administrative officer (Contracting Officer) to negotiate change orders up to and including the amount of \$100,000.00. It is also agreed and understood that any change orders which increase the cost of the work provided under the contract in excess of 25% of the original contract price are prohibited. The cost of the work provided under the contract may be decreased over 25% of the original contract price with the consent of the Contractor.

The Owner and Developer Customer agree to pay the Contractor in current funds, and to make payments on account, for the performance of the work in accordance with this Agreement, at the prices set forth in the Contractor's Proposal, subject to additions and deductions, all as provided in the documents incorporated herein by reference.

The following documents, together with this Contract, comprise the Agreement, and they are as fully a part thereof as if herein repeated in full:

- |   |   |
|---|---|
| Invitation to Bidders                               | SAWS Construction and Material Specifications, may be amended |
| Instructions to Bidders                             | Plans and Technical Specifications                            |
| Proposal  | Special and Supplemental Condition                            |
| *Payment Bond                                       | *Payment Specifications (Attachment 1, 2, and 3)              |
| *Performance Bond                                   | *Conveyance of Facilities Attachment                          |
| General Conditions of the Contract                  | Addenda   |
| Proof of Insurance                                  | Change Orders, if necessary                                   |
| SAWS Utility Service Regulations, as may be amended | Good Faith Effort Plan  |
| The Plans, designated SAWS «Project_Name» «Job_No»  |   |
| *Items attached to this Contract                    |   |

The Developer Customer must provide the Owner an Owner approved performance guarantee for the Developer Customer’s share of the oversize cost based on the Contractor’s Proposal at the time the Developer Customer signs this contract. Should the Developer Customer’s delay in providing the required performance guarantee or delay in signing this contract result in any postponement of project or price escalation charges, the Developer Customer will be responsible for 100% of these costs. Should the Developer Customer default on payment of the Developer Customer’s share of the oversize cost, the Owner may at its discretion implement any or all of the following: deny the Developer Customer impact fee credits for their share of the oversize, if applicable, deny the use or transfer of existing impact fee credits by the Developer Customer, deny the issuance of new services to the Developer Customer, deny the issuance of new connections or services to the oversized infrastructure and/or exercise the performance guarantee.

In witness thereof of the Parties of these presents have executed this Agreement in the year and day of first above written.

The individuals executing this Contract each represent and warrant to the other party that he/she has full authority to execute this Contract on behalf of his/her respective party.

**SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES, OWNER**

By: \_\_\_\_\_  
Name: «Contracting\_Director»  
Title: Director-Contracting  
Date: \_\_\_\_\_

**DEVELOPER**

By: \_\_\_\_\_  
Name: «Developer\_Name »  
Title: «Developer Title »  
Date: \_\_\_\_\_

**CONTRACTOR**

By: \_\_\_\_\_  
Name: «Contractor\_Name »  
Title: «Contractor Title »  
Date: \_\_\_\_\_

CONTRACTOR'S PAYMENT BOND

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENCE:

COUNTY OF BEXAR §

\_\_\_\_\_ of \_\_\_\_\_ County, Texas, as Principal, and \_\_\_\_\_, as Surety, a corporation organized under the laws of the State of \_\_\_\_\_, and duly authorized to do business in the State of \_\_\_\_\_, are held and firmly bound unto the City of San Antonio, Texas, a municipal corporation, for the use and benefit of the SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES, County of Bexar, State of Texas (BOARD), and \_\_\_\_\_ of Bexar County, Texas (DEVELOPER CUSTOMER), for the use, benefit and protection of all persons, firms, corporations, and municipal corporations who may furnish material for or perform labor upon the building, structures, or improvements referred to in the attached Contract, in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), to be paid in \_\_\_\_\_ County, \_\_\_\_\_, for the payment whereof Principal and Surety bind and obligate themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents;

THE CONDITIONS OF THIS BOND, HOWEVER, ARE SUCH THAT WHEREAS,

the said \_\_\_\_\_, hereinafter called CONTRACTOR or PRINCIPAL, has made and does this day make and enter into a certain Contract in writing with said BOARD and DEVELOPER CUSTOMER, a copy of which is attached hereto and made a part hereof, for the construction and completion of certain structures, work, and improvements generally described as:

«Project Title»

---

«Job\_No.»

---

and for the faithful performance and observance of various other matters and things in connection with said work; all of which matters will more fully appear from said Contract, together with the plans, specifications and all other contract documents for said work, which are made a part hereof;

Now, therefore, if CONTRACTOR, the principal party to this obligation, shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said Contract and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation shall become null and void, but otherwise remain in full force and effect; and it is hereby further understood and agreed that this bond shall be a continuous obligation against the PRINCIPAL and each member of said principal party hereto, and each and every Surety hereon, and that successive recoveries may be had thereon for each and every breach of this bond until the full amount thereof shall have been exhausted; and the liability of each and every Surety on this bond shall not be in any manner released or diminished by any changes in the work which may be authorized or directed by BOARD, or by the exercise or failure to exercise by or on behalf of the BOARD of any right or remedy provided by the Contract or specifications or by any law or ordinance; and further, that if any legal action be filed on this bond, venue shall lie in Bexar County, Texas.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or plans, specifications, drawings and exhibits accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The Surety shall not be liable under this bond to the obligees, or either of them unless the said obligees, or either of them, shall make payments to the Principal, strictly in accordance with the terms of said Contract as to payments and/or shall perform all the other obligations to be performed under said Contract at the time and in the manner therein set forth.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 10, Chapter 2253, as amended, of the Texas Government Code, and all liabilities on this bond shall be determined in accordance with the provisions of this Chapter, to the same extent as if it were copied at length herein.

IN TESTIMONY WHEREOF, WITNESS OUR HANDS and seal hereon as of the \_\_\_\_ day of \_\_\_\_\_, 2019.

«Contractor»

CONTRACTOR AND PRINCIPAL

Mailing Address of Contractor and Principal:

«Street Address»

«City State Zip»

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

«Surety\_Name»  
SURETY

Mailing Address of Surety:

«Street\_Address»

«City\_State\_Zip»

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Approved by the SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES on behalf of the City of San Antonio a municipal corporation, acting by and through its San Antonio Water System Board of Trustees.

By: \_\_\_\_\_

Name: «Contracting\_Director»

Title: Director – Contracting

CONTRACTOR'S PERFORMANCE BOND

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENCE:

COUNTY OF BEXAR §

That \_\_\_\_\_ Of Bexar County, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, a corporation organized under the laws of the State of Illinois, and duly authorized to do business in the State of Texas, are held and firmly bound unto the City of San Antonio, Texas, a municipal corporation, for the use and benefit of the SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES, County of Bexar, State of Texas (BOARD), and \_\_\_\_\_ of \_\_\_\_\_ County, \_\_\_\_\_.

(DEVELOPER CUSTOMER), in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), to be paid in Bexar County, Texas, for the payment whereof Principal and Surety bind and obligate themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents;

THE CONDITIONS OF THIS BOND, HOWEVER, ARE SUCH THAT WHEREAS,

the said \_\_\_\_\_, hereinafter called CONTRACTOR or PRINCIPAL, has made and does this day make and enter into a certain Contract in writing with said BOARD and DEVELOPER CUSTOMER, a copy of which is attached hereto and made a part hereof, for the construction and completion of certain structures, work, and improvements generally described as:

«Project Title»

---

«Job No.»

---

and for the faithful performance and observance of various other matters and things in connection with said work; all of which matters will more fully appear from said Contract, together with the plans, specifications and all other contract documents for said work, which are made a part hereof;

Now, therefore, if CONTRACTOR, the principal party to this obligation, shall: (1) faithfully construct and complete said structures, work, and improvements, and shall observe, perform, and comply with all the terms, conditions, stipulations, undertakings, and provisions of said Contract and the plans and specifications and all other instruments according to their intent and purpose insofar as the same relate to or are incident to the construction and completion of said structures, work, and improvements as distinguished from the repair and maintenance thereof after acceptance thereof, and (2) repair any and all defects in the work occasioned by and resulting from defects in materials furnished by, or workmanship of, the CONTRACTOR in performing the work covered by said Contract occurring within a period of twenty four (24) months from the date of the Contract Completion Certificate, then and thereupon this obligation shall become null and void, but otherwise to remain in full force and effect; and it is hereby further understood and agreed that this

bond shall be a continuous obligation against the Principal, and each member of said Principal party hereto and each and every Surety hereon, and that successive recoveries may be had hereon for each and every breach of this bond until the full amount thereof shall have been exhausted; and that the liability of each and every Surety on this bond shall not be in any manner released or diminished by any changes in the work which may be authorized or directed by BOARD, nor by the exercise or failure to exercise by or on behalf of the BOARD of any right or remedy provided by the Contract or specifications or by any law or ordinance; and further, that if any legal action be filed on this bond, venue shall lie in Bexar County, Texas.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or plans, specifications, drawings and exhibits accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

The Surety shall not be liable under this bond to the obligees, or either of them unless the said obligees, or either of them, shall make payments to the Principal, strictly in accordance with the terms of said Contract as to payments and/or shall perform all the other obligations to be performed under said Contract at the time and in the manner therein set forth.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 10, Chapter 2253, as amended, of the Texas Government Code, and all liabilities on this bond shall be determined in accordance with the provisions of this Chapter, to the same extent as if it were copied at length herein.

IN TESTIMONY WHEREOF, WITNESS OUR HANDS and seal hereon as of the \_\_\_\_ day of \_\_\_\_\_, 2019.

Mailing Address of Contractor and Principal:

«Street Address»

«City State Zip»

«Contractor»

CONTRACTOR AND PRINCIPAL

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

«Surety\_Name»

SURETY

Mailing Address of Surety:

«Street\_Address»

«City\_State\_Zip»

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

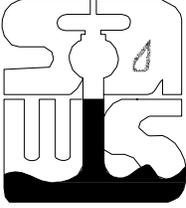
Approved by the SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES on behalf of the City of San Antonio a municipal corporation, acting by and through its San Antonio Water System Board of Trustees.

By: \_\_\_\_\_

Name: «Contracting\_Director»

Title: Director-Contracting

PAYMENT SPECIFICATIONS EXHIBIT  
ATTACHMENT 1



**SAN ANTONIO WATER SYSTEM**  
P.O. BOX 2449  
SAN ANTONIO, TEXAS 78298-2449  
«Contract\_No»

«Project\_Title»

Developer and San Antonio Water System Allocation of Project Costs

**Developer ( «Developer\_Name» )**

Construction \$0.00

**SAWS**

Construction \$0.00

Engineering Fees\* \$0.00

Construction Contingency\* \$0.00

Total                      \$0.00

\* SAWS contribution to engineering fees and contingencies will be based on the same percentage participation as outlined for the construction funds. The amounts listed above indicate the maximum SAWS contribution for these fees.

**PROJECT BREAKDOWN**

«Developer\_Name» is responsible for 0.00% of the project construction cost, SAWS is responsible for 0.00% project construction costs. «Developer\_Name» will pre-pay a \$0.00 deposit before contract execution. «Developer\_Name» will pay or be refunded for their remaining proportionate share of any cost increases or decreases based on actual project costs, including change orders that may increase «Developer\_Name» proportionate share in excess of \$0.00.

«Developer\_Name» will pay SAWS their current proportionate share of the project, \$0.00, at the time «Developer\_Name» returns the signed contract to SAWS. SAWS will pay to «Contractor\_Name» for the construction costs for the «Project\_Title» project.

«Developer\_Name» will / will not receive impact fee credits for their share of the construction expenses for the «Project\_Title» project and up to an additional 10% of the construction expenses for engineering costs.

**PAYMENT SPECIFICATIONS EXHIBIT  
ATTACHMENT 2**



**San Antonio Water System**  
PROJECT CONSTRUCTION PROGRAM

Job Number(s): «Job\_No»

Project Name: \_\_\_\_\_  
Purchase Order: \_\_\_\_\_  
Work Completed as of: \_\_\_\_\_

**PAYMENT  
ESTIMATE**  
No: \_\_\_\_\_

<b>Payable to:</b> _____	<b>Vendor #:</b> _____
	<b>Phone:</b> _____
	<b>Fax:</b> _____

**PROJECT COST INFORMATION**

	Previous Amount Authorized	This Month's Dollars	Total Dollars To Date
<b>Job No: «Job_No», «Project Title»</b>			
SAWS Water- Basic Contract	\$0.00	\$0.00	\$0.00
SAWS Water- Change Orders	\$0.00	\$0.00	\$0.00
SAWS Water- Materials Stored	\$0.00	\$0.00	\$0.00
<b>Total SAWS Water Work</b>	\$0.00	\$0.00	\$0.00

<b>For Internal SAWS Use:</b>	<b>Total \$</b> -
	<b>Less Retainage «Percent»%:</b> \$ -
	<b>Less Previous Payments:</b>
	<b>Amount Due This Period:</b> <span style="border: 1px solid black; padding: 2px;">\$0.00</span>

**Payment Due:** \$0.00

**SIGNATURE CERTIFICATIONS**

	Date		Date
	Date		Date
	Date		Date

**PAYMENT SPECIFICATIONS EXHIBIT  
ATTACHMENT 3**

**SAN ANTONIO WATER SYSTEM ENGINEERING CONTRACT  
PAYMENT ESTIMATE CERTIFICATE  
SYSTEM OVERSIZE REIMBURSEMENT FOR ENGINEERING FEES**

SYSTEM Job No.: «Job No» (Water) For Period \_\_\_\_\_ to \_\_\_\_\_ Est. No. \_\_\_\_\_  
«Job No» (Sewer) Project Name: «Project Title» \_\_\_\_\_

Appropriations

SYSTEM Resolution No.: \_\_\_\_\_ Date: \_\_\_\_\_ Amount \$ \_\_\_\_\_  
 SYSTEM Resolution No.: \_\_\_\_\_ Date \_\_\_\_\_ Amount \$ \_\_\_\_\_

Payable to: Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

**RE:** «Project Title»

For Professional Services for the above referenced project in accordance with the Trilateral Water Contract.

Approved Construction Bid (SAWS Share) = \$ 0.00  
 Approved Engineering Design Fees (SAWS Share) = \$ 0.00

- |                            |       |    |         |   |         |
|----------------------------|-------|----|---------|---|---------|
| 1. Design Phase Fee        | = 60% | of | \$ 0.00 | = | \$ 0.00 |
| 2. Construction Phase Fee  | = 25% | of | \$ 0.00 | = | \$ 0.00 |
| 3. <u>Completion Phase</u> | = 15% | of | \$ 0.00 | = | \$ 0.00 |

Amount Due This Estimate:

- |                            |                 |                 |
|----------------------------|-----------------|-----------------|
| 1. Design Phase            | = _____ % of \$ | 0.00 = \$ _____ |
| 2. Construction Phase      | = _____ % of \$ | 0.00 = \$ _____ |
| 3. <u>Completion Phase</u> | = _____ % of \$ | 0.00 = \$ _____ |

Total Work Completed to Date: = \$ \_\_\_\_\_  
 (Less Previous Payments): = \$ \_\_\_\_\_  
 Amount Due This Estimate: = \$ \_\_\_\_\_

Certification is hereby made that this estimate is true and correct and eligible for payment.

\_\_\_\_\_  
 Consulting Engineer (must seal document) Date SYSTEM Engineer Date

\_\_\_\_\_  
 Developer Date

CONVEYANCE OF FACILITIES EXHIBIT

DEVELOPER CUSTOMER proposes to complete the following (hereinafter referred to as the "Facilities", and more particularly described in the plans and specifications previously submitted to BOARD):

Project Description: «Project Title»

Contract No. «Contract\_No» Job No. «Job\_No.»

Facilities-The Developer's share of the total value of all tangible personal property (total cost of material & other costs) to be physically incorporated into the Project realty, as detailed in the project semi-final payment application. All workmanship and materials to be furnished on this contract shall be in accordance with the plans and specifications approved by the BOARD.

Upon completion of the installation by CONTRACTOR and acceptance by the BOARD of the Facilities, such Facilities shall become unconditionally the singular property of the City of San Antonio for the use and benefit of BOARD, the City's water system and the lot owners in said subdivision, and by these presents DEVELOPER CUSTOMER has GRANTED, SOLD, and CONVEYED and does hereby GRANT, SELL and CONVEY free from all liens, deeds, or other encumbrances of any nature whatsoever unto the City of San Antonio for the use and benefit of the SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES, its successors and assigns, all right, title, and interest in and to said water mains, fire hydrants, water Service Lines and appurtenances herein described, or which may hereafter be installed, to provide water and fire protection water service within the said property and to the lots platted therein. As consideration for such conveyance BOARD obligates itself to render water service through all such Facilities and to perform all maintenance and replacement requirements in perpetuity in accordance with the "Regulations" and Ordinances of the City of San Antonio; provided, however, BOARD does not guarantee continuous uninterrupted service, and DEVELOPER CUSTOMER and CONTRACTOR agree that BOARD shall not be responsible for any damages resulting from interruptions in service.