

This Agenda is posted pursuant to Chapter 551, Texas Government Code

**Matters to Come Before a Meeting of the Board of Directors
of Tarrant Regional Water District**

To Be Held the 15th Day of February 2022 at 9:00 a.m.

**TRWD Board Room
800 East Northside Drive
Fort Worth, Texas 76102**

PLEASE BE ADVISED THAT A QUORUM OF THE BOARD OF DIRECTORS OF TRWD WILL CONVENE ON THE ABOVE DATE AND TIME FOR THE PURPOSE OF CONSIDERING AND ACTING UPON THE MATTERS SET FORTH IN THIS AGENDA. THE LINK TO VIEW AND LISTEN TO THE MEETING VIA INTERNET IS [HTTPS://WWW.TRWD.COM/BOARDVIDEOS](https://www.trwd.com/boardvideos). A RECORDING OF THE MEETING WILL ALSO BE AVAILABLE AT [HTTPS://WWW.TRWD.COM/BOARDVIDEOS](https://www.trwd.com/boardvideos).

- 1. Pledges of Allegiance**
- 2. Public Comment**

Citizens may present public comment at this time, limited to a total time of three (3) minutes per speaker, unless the speaker addresses the Board through a translator, in which case the limit is a total time of six (6) minutes. If citizens wish to address the Board in person, each proposed speaker must have completed and submitted a speaker card prior to the commencement of the meeting identifying, if the speaker wishes to address the Board regarding a specific agenda item, the agenda item number(s) and topic(s). If citizens wish to address the Board virtually, each proposed speaker must have contacted Mr. Chad Lorange of TRWD, by telephone at (817) 720-4367 or by email at chad.lorange@trwd.com, by no later than 3:00 P.M. on Monday, February 14, 2022, identifying, if the speaker wishes to address the Board regarding specific agenda item(s), the agenda item number(s) and topic(s). In such event, each such member of the public will be provided with a dial-in number to address the Board. By law, the Board may not deliberate, debate or take any action on public comment but may place the item on a future agenda.

- 3. Consider Approval of Corrected Minutes from the Meeting Held on December 14, 2021**
- 4. Consider Approval of the Minutes from the Meetings Held on January 18, 2022 and February 2, 2022**

5. **Consider Approval of Agreement with Glass House Strategy for Creative Professional Services for the Regional Water Conservation Public Awareness Campaign - Linda Christie, Government Affairs Director**
6. **Consider Approval of Contract with Freese and Nichols, Inc. for Final Design and Bid-Phase Services for the Third Cell, and Construction Management Services for the Kennedale Balancing Reservoir Yard Piping and Inlet and Outlet Modifications - Jason Gehrig, Infrastructure Engineering Director**
7. **Consider Approval of Contract with Carollo Engineers, Inc. for Engineering Services for the System Operating Permit Evaluation - Woody Frossard, Environmental Director**
8. **Consider Approval of Contract Renewal with Innovative Management Solutions, Inc. for Program Controls on Central City Flood Control Program - Woody Frossard, Project Manager, Panther Island/Central City Flood Project**
9. **Consider Approval of Release of Retainage, Final Payment and Contract Closeout with Garrett Demolition, Inc. for Demolition and Asbestos Abatement of Former Police and Fire Training Towers for the Central City Flood Control Project - Woody Frossard, Project Manager, Panther Island/Central City Flood Project**
10. **Consider Approval of Contract Amendment with HDR Engineering, Inc. for Final Design of Section 19-2 and Construction Phase Services for Section 19 Tunnel Crossings of the Integrated Pipeline Project - Ed Weaver, IPL Program Manager**
11. **Consider Approval of Change in Calculation of Retainage with BAR Constructors, Inc. for the Joint Cedar Creek Lake Pump Station Package 2 of the Integrated Pipeline Project - Ed Weaver, IPL Program Manager**
12. **Consider Approval of Change in Calculation of Retainage with IPL Partners, Inc. for Integrated Pipeline Section 17 Trinity River Tunnel - Ed Weaver, IPL Program Manager**
13. **Discussion of the Following Proposed Board Policies: Purchasing and Procurement Policy; Fair Opportunities Purchasing and Contracting Policy - Lisa Cabrera, Chief Human Resources Officer**
14. **Consider Approval of Contract Renewal and Extension with Mark L. Mazzanti for Consulting Services - Dan Buhman, General Manger**

15. Staff Updates

- **Quarterly Financial Update - Sandy Newby, Chief Financial Officer**
- **Mary's Creek Water Reclamation Facility Update - Rachel Ickert, Chief Water Resources Officer**
- **Central City Initiative Funding Update - J.D. Granger, Executive Director, Central City/Panther Island Project**
- **Emergency Preparedness Plan Update - Jason Gehrig, Infrastructure Engineering Director**

16. Executive Session under Texas Government Code:

Section 551.071 to Consult with Legal Counsel on a Matter in Which the Duty of Counsel Under the Texas Disciplinary Rules of Professional Conduct Clearly Conflicts with Chapter 551, Texas Government Code and to Conduct a Private Consultation with Attorneys Regarding Pending or Contemplated Litigation, Including an Ongoing Investigation and Regarding the Mary's Creek Water Reclamation Facility; and

Section 551.072 to Deliberate the Purchase, Exchange, Lease or Value of Real Property

- 17. Consider Approval of Sale of Approximately 6.27 Acres of Land in the G. Y'Barbo Survey, A-607, Kaufman, County, Texas - Steve Christian, Real Property Director**
- 18. Future Agenda Items**
- 19. Schedule Next Board Meeting**
- 20. Adjourn**

CORRECTED MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF
TARRANT REGIONAL WATER DISTRICT
HELD ON THE 14th DAY OF DECEMBER 2021 AT 9:00 A.M.

The call of the roll disclosed the presence of the Directors as follows:

Present
Leah King
James Hill
Marty Leonard
Mary Kelleher

Absent
Jim Lane

Also present were Dan Buhman, Alan Thomas, Darrell Beason, Frank Beaty, Lisa Cabrera, Steve Christian, Linda Christie, Woody Frossard, Ellie Garcia, Jason Gehrig, Zach Hatton, Rachel Ickert, Chad Lorance, Sandy Newby, and Ed Weaver of the Tarrant Regional Water District (District or TRWD). Also in attendance was Kathryn Long of Thompson & Horton LLP.

President King convened the meeting with assurance from management that all requirements of the “open meetings” laws had been met.

1.

All present were given the opportunity to join in reciting the Pledges of Allegiance to the U.S. and Texas flags.

2.

Public comment was received from Joyce Baker, who indicated she would speak regarding agenda item 2. Public comment was received from Thomas Torlincasi, who indicated he would speak regarding agenda items 2, 6, 7, 14, 15, 16, and 17. Public comment was received from Doreen Geiger, who indicated she would speak regarding agenda items 14, 16, and 17. Public comment was received from Jackee Cox, who

indicated she would speak regarding agenda item 2. Public comment was received from Lon Burnam, who indicated he would speak regarding agenda items 2, 6, 14, and 16.

3.

On a motion made by Director Hill and seconded by Director Kelleher, the Directors voted unanimously to approve the minutes from the Board meeting held on November 16, 2021. It was accordingly ordered that these minutes be placed in the permanent files of the District.

4.

With the recommendation of management, Director Leonard moved to approve a contract in an amount not to exceed \$11,244,912 with Plummer Associates, Inc. for engineering design and permitting services for the Cedar Creek Wetlands. Funding for this item is included in the Bond Fund. Director Hill seconded the motion and the vote in favor was unanimous.

5.

With the recommendation of management, Director Hill moved to approve a contract in the amount of \$2,061,695 with Bauer Foundation Corporation to install a cutter soil mixed cutoff wall in the Eagle Mountain Spillway Dam. Funding for this item is included in the Bond Fund. Director Kelleher seconded the motion and the vote in favor was unanimous.

6.

With the recommendation of management, Director Leonard moved to approve a contract in an amount not to exceed \$80,000 with Davis Crane Service for a 110-ton hydraulic crawler crane and annual predictive maintenance pipe replacement. Funding for this item is included in the Fiscal Year 2022 Revenue Fund Budget. Director Kelleher

seconded the motion and the vote in favor was unanimous.

7.

With the recommendation of management, Director Leonard moved to approve a capital expenditure revision as listed below for vehicles purchased from Silsbee Ford through the State of Texas cooperative purchasing program, TXSmartbuy.

**Tarrant Regional Water District
Board of Directors Meeting
December 2021
Capital Expenditures**

Project	Vendor	Amount	Purpose	Budget Line	Budget	
					Source	Amount
6 ITB No. 22-010 1/2 Ton 4WD Crew Cab SWB Pickup - Unit 2-419	Caldwell Country Chevrolet was lowest vendor on Buyboard Contract 601-19. Chevrolet has stopped production due to shipping and material availability and the Chevrolet units are not available.	Board Approved \$35,775 at September 2021 Board Meeting	New unit will replace unit 2-286 2011 Chevrolet 1/2 Ton 4wd Ext Cab SWB Pickup with approximately 106,000 miles. New unit will be assigned to Assistant Environmental Manager. Upon receipt of the new unit, unit 2-286 will be evaluated against the vehicle pool and the appropriate unit will be sold at auction. The purchase will be made utilizing the Buyboard Contract 601-19, a local Governmental Purchasing Cooperative, in accordance with Government Code 791.025.			
Total for Unit 2-419	Silsbee Ford was second lowest vendor, the purchase will be made utilizing the State of Texas Co-op program, TXSmartbuy, in accordance with Local Government Code 271.083.	New Price from Silsbee \$37,322	Chevrolet stopped production - move to Silsbee Ford	11961	Revenue	\$34,000.00
7 ITB No. 22-010 1/2 Ton 4WD Crew Cab SWB Pickup - Unit 2-425	Caldwell Country Chevrolet was lowest vendor on Buyboard Contract 601-19. Chevrolet has stopped production due to shipping and material availability and the Chevrolet units are not available.	Board Approved \$35,775 at September 2021 Board Meeting	New unit will replace unit 2-316 2013 Dodge 1/2 Ton 4wd Crew Cab SWB Pickup with approximately 112,000 miles. New unit will be assigned to Reservoir Supervisor. Upon receipt of the new unit, unit 2-316 will be evaluated against the vehicle pool and the appropriate unit will be sold at auction. The purchase will be made utilizing the Buyboard Contract 601-19, a local Governmental Purchasing Cooperative, in accordance with Government Code 791.025.			
Total for Unit 2-425	Silsbee Ford was second lowest vendor, the purchase will be made utilizing the State of Texas Co-op program, TXSmartbuy, in accordance with Local Government Code 271.083.	New Price from Silsbee \$37,322	Chevrolet stopped production - move to Silsbee Ford	11966	Revenue	\$34,000.00
8 ITB No. 22-010 1/2 Ton 4WD Crew Cab SWB Pickup - Unit 2-427	Caldwell Country Chevrolet was lowest vendor on Buyboard Contract 601-19. Chevrolet has stopped production due to shipping and material availability and the Chevrolet units are not available.	Board Approved \$35,775 at September 2021 Board Meeting	New unit will replace unit 2-364 2017 Chevrolet 1/2 Ton 4wd Crew Cab SWB Pickup with approximately 105,000 miles. New unit will be assigned to IPL Program Manager. Upon receipt of the new unit, unit 2-364 will be evaluated against the vehicle pool and the appropriate unit will be sold at auction. The purchase will be made utilizing the Buyboard Contract 601-19, a local Governmental Purchasing Cooperative, in accordance with Government Code 791.025.			
Total for Unit 2-427	Silsbee Ford was second lowest vendor, the purchase will be made utilizing the State of Texas Co-op program, TXSmartbuy, in accordance with Local Government Code 271.083.	New Price from Silsbee \$37,322	Chevrolet stopped production - move to Silsbee Ford	11968	Revenue	\$34,000.00
September 2021 Board approved Total	\$107,325.00		Budgeted Amount Total			\$102,000.00
December 2021 request for change to vendor and Total	\$111,966.00					
Additional funds requested	\$4,641.00					

Funding for this item is included in the Fiscal Year 2022 Revenue Fund. Director Hill seconded the motion and the vote in favor was unanimous.

8.

With the recommendation of management, Director Kelleher moved to approve a change in the calculation of the retainage being held for BAR Constructors, Inc. to 2.5% of the contract price (equal to \$1,615,495.61) and release of retainage currently held above this limit for the Joint Cedar Creek Lake Pump Station Package 2 of the Integrated Pipeline Project. All remaining contract payments are to be made in full, the Board having found that the work is substantially complete in accordance with the contract provisions for partial utilization, that satisfactory progress is being made, and the amount retained exceeds the amount to complete the work and adequate for the protection of the District. However, any changes to the contract price by change order or alternate base bid work for the project will require adjustment to the retainage schedule. In addition, the General Manager, or his designee, is granted authority to execute all documents associated with this item. Funding for this item is included in the Bond Fund. Director Hill seconded the motion and the vote in favor was unanimous.

9.

With the recommendation of management, Director Hill moved to approve a reconciliation credit change order in the amount of (\$286,186.33) for unused contract extra work and allowance items with Lambda Construction for the Joint Cedar Creek Lake Pump Station High Voltage Sub Station. In addition, the General Manager, or his designee, is granted authority to execute all documents associated with this item. Funding for this item is included in the Bond Fund. Director Kelleher seconded the motion and the vote in favor was unanimous.

10.

With the recommendation of management, Director Leonard moved to approve release of retainage and final payment in the amount of \$175,295.13 and contract closeout with Lambda Construction, Ltd. for the Joint Cedar Creek Lake Pump Station High Voltage Sub Station. In addition, the General Manager, or his designee, is granted authority to execute all documents associated with this item. Funding for this item is included in the Bond Fund. Director Hill seconded the motion and the vote in favor was unanimous.

11.

With the recommendation of management, Director Kelleher moved to approve release of retainage and final payment in the amount of \$358,631.98 and contract closeout with IPL Partners PL1011 Project of the Integrated Pipeline Project. In addition, the General Manager, or his designee, is granted authority to execute all documents associated with this item. Funding for this item is included in the Bond Fund. Director Hill seconded the motion and the vote in favor was unanimous.

12.

With the recommendation of management, Director Leonard moved to approve a reconciliation credit change order in the amount of (\$2,708,596.01) for unused contract additional unit price bid base items, extra work items, and allowance items with Thalle Midlothian Partners for Sections 17 and 18 of the Integrated Pipeline Project. In addition, the General Manager, or his designee, is granted authority to execute all documents associated with this item. Funding for this item is included in the Bond Fund. Director Hill seconded the motion and the vote in favor was unanimous.

13.

With the recommendation of management, Director Leonard moved to approve release of retainage and final payment in the amount of \$1,126,486.80 and contract closeout with Thalle Midlothian Partners for Sections 17 and 18 of the Integrated Pipeline Project. In addition, the General Manager, or his designee, is granted authority to execute all documents associated with this item. Funding for this item is included in the Bond Fund. Director Hill seconded the motion and the vote in favor was unanimous.

14.

Staff Updates

- Transparency Report Update
- Year End Review Update
- City of Dallas Partnership Update

15.

The Board next held an Executive Session commencing at 10:40 a.m. under Section 551.071 to Consult with Legal Counsel on a Matter in Which the Duty of Counsel Under the Texas Disciplinary Rules of Professional Conduct Clearly Conflicts with Chapter 551, Texas Government Code and to Conduct a Private Consultation with Attorneys Regarding Pending or Contemplated Litigation and Ongoing Investigation; and Section 551.072 to Deliberate the Purchase, Exchange, Lease or Value of Real Property.

As she has done in previous meetings, Director Leonard recused herself from discussions of Mary's Creek Water Reclamation Facility.

Upon completion of the executive session at 11:22 p.m., the President reopened the meeting.

16.

With the recommendation of management, Director Hill moved to approve proposed Board policies covering the functional areas of Finance, Public Information, and Records Management: Arbitrage Policy, Budget Policy, Capital Asset Policy, General Fund Reserve Policy, Investment Policy, Other Post-Employment Benefits Funding Policy, Public Information Policy, and Records Management Policy. Director Kelleher seconded the motion and the vote in favor was unanimous.

17.

The Board of Directors discussed the following proposed Board policies: Employment Practices; Employee Standards of Conduct and Code of Ethics.

18.

With the recommendation of management, Director Kelleher moved to accept a donation of 1.571 acres of land located in Block 8, North Fort Worth Addition to the City of Fort Worth, Tarrant County, Texas to be used for public purposes. The Board accepts this donation under Section 49.229 of the Texas Water Code and agrees that the property will not be resold for at least three years, as this may result in adverse tax consequences to the donor.

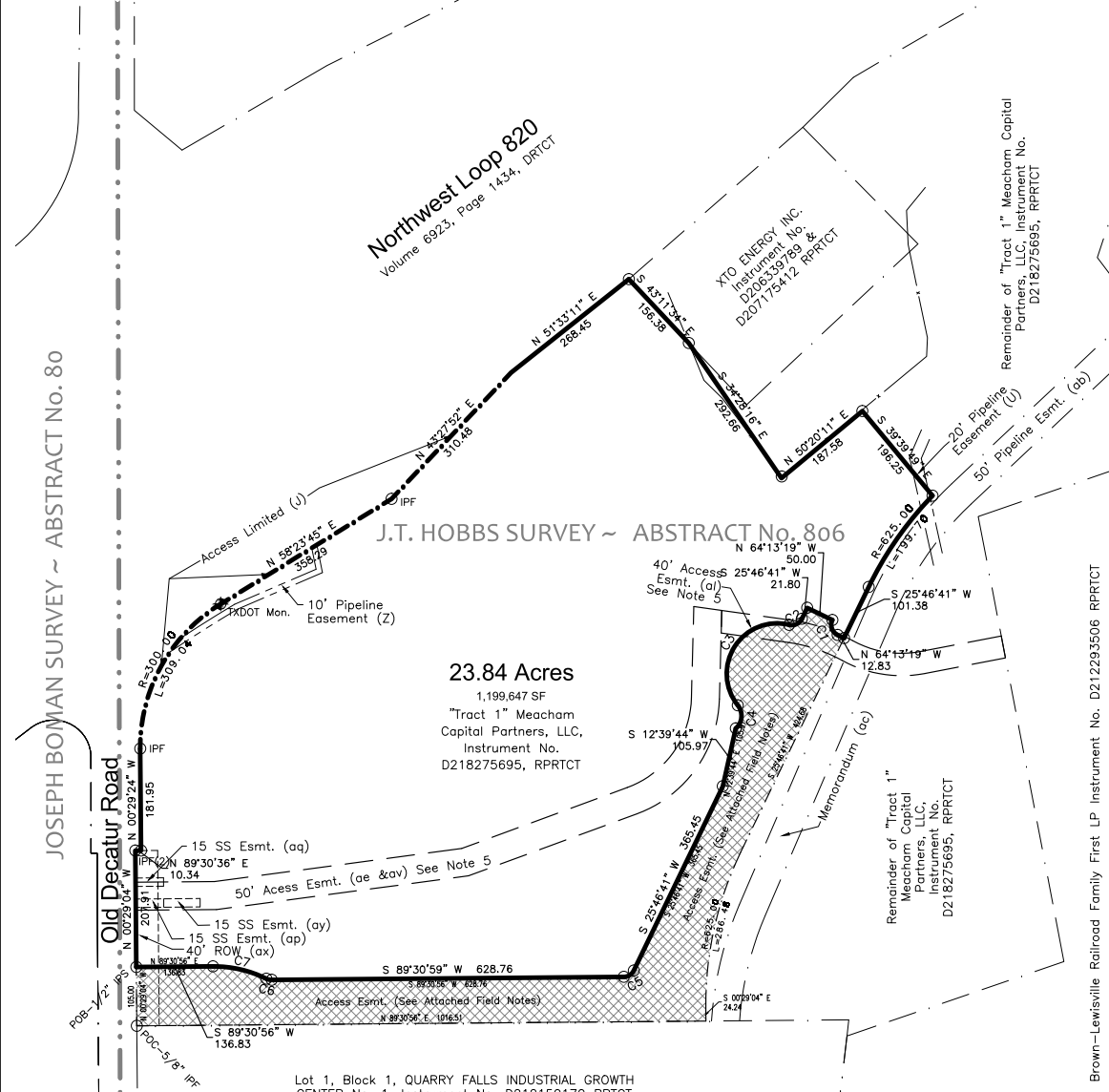
In addition, the General Manager or his designee is granted authority to execute all documents necessary to complete this transaction and to pay all reasonable and necessary closing and related costs. Director Hill seconded the motion and the vote in favor was unanimous.

19.

With the recommendation of management, Director Kelleher moved to acquire approximately 23.84 acres of land in the J.T. Hobbs Survey, Abstract No. 806, Fort Worth,

Tarrant County, Texas, together with an appurtenant access easement, as a site for the relocation of the District's current operations site, for a purchase price of \$5.57 per gross square foot (which calculates to \$5,784,071.80 based on the 23.84 acres depicted on the survey included in the Board packet) in order to accomplish one or more of the District's public purposes.

Plat Showing Survey of a tract of land in the J. T. HOBBS SURVEY, ABSTRACT NUMBER 806, City of Fort Worth, Tarrant County, Texas. See Attached Field Notes



General Notes: 1. Bearings based on the Texas State Plane Coordinate System, North Central Zone. 2. Except as noted, 1/2" Iron Pins with cap stamped "AREA SURVEYING" were set at all corners. 3. There are no buildings on this tract. 4. Abbreviations: POB = Point of Beginning; POC = Point of Commencement; IPF = 1/2" Iron Pin Found with cap stamped "RLS 5664" (Unless noted); TXDOT Mon. = Texas Department of Transportation concrete monument found; DR1CT = Deed Records, Tarrant County, Texas; PR1CT = Plat Records, Tarrant County, Texas; RP1CT = Real Property Records, Tarrant County, Texas; SF = Square Feet. 5. The property owner is in the process of relocating these easements to the south and east side of this tract where the "Access Esmt." is shown.

Curve Table

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	20.00	31.42	26.28	N 19°13'19" W	90°00'00"
C2	20.00	27.23	25.19	S 64°47'18" W	78°01'14"
C3	90.00	223.82	170.44	S 32°33'14" W	142°29'21"
C4	30.00	45.65	41.37	S 04°53'56" W	87°10'44"
C5	20.00	22.25	21.12	S 7°38'49" W	63°44'15"
C6	20.00	9.98	9.87	N 7°46'59" W	28°34'59"
C7	210.00	98.82	97.91	N 7°00'12" W	26°24'45"

Title Commitment Notes: The following refers to Item 10 of Schedule B of the Commitment for Title Insurance, issued by MFG National Title Insurance Company, GE No. CR-20-03-205328.

E. RIGHT-OF-WAY GRANTED E. R. BROWN RECORDING IN VOLUME 323, PAGE 107, OF THE DEED RECORDS OF TARRANT COUNTY, TEXAS. - This property is subject to this easement. However, the Surveyor has not observed any evidence that the pipeline actually crosses the subject property.

F. EASEMENT GRANTED TO TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. ONE, RECORDED IN VOLUME 2666, PAGE 190, DEED RECORDS, TARRANT COUNTY, TEXAS. - This easement does not affect this tract.

G. EASEMENT GRANTED TO LONE STAR GAS COMPANY IN VOLUME 3056, PAGE 166, DEED RECORDS, TARRANT COUNTY, TEXAS, AFFECTED BY DEED RECORDED UNDER INSTRUMENT NO. D20485124, OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS. - This easement does not affect this tract.

H. Terms, conditions and stipulations recorded in Volume 4827, Page 901, Deed Records of Tarrant County, Texas. - While this property is subject to this document, since the runway extension was not placed on the subject property, it is the Surveyor's professional opinion it does not appear to affect.

I. Easement to the Ashburn Tapka and Santa Fe Railway Company, recorded in Volume 4959, Page 419, Deed Records of Tarrant County, Texas. - While this property is subject to this easement, the Surveyor did not observe any railroad spur on subject. Therefore, it is the Surveyor's professional opinion it does not appear to affect.

J. Condemnation for highway and limited access recorded in Volume 6923, Page 1434, Official records of Tarrant County, Texas. - This item affects this tract and is shown on the Survey.

K. Easement to the City of Fort Worth, recorded in Volume 7283, Page 1841, Official Records of Tarrant County, Texas. - This easement does not affect this tract.

L. Terms, conditions, provisions and easements in Volume 15441, Page 37, Official Records of Tarrant County, Texas. - This easement does not affect this tract.

M. Access Easement recorded under County Clerk's File No. D200432228, Official Records of Tarrant County, Texas. - This easement does not affect this tract.

N. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, as evidenced by the Memorandum of Oil and Gas Lease, dated October 22, 2004, recorded under County Clerk's File No. D200432220, Official Public Records of Tarrant County, Texas. Amendment filed October 21, 2005, recorded under County Clerk's File No. D200515244, Official Records of Tarrant County, Texas. This lease, which covers this tract, was assigned to XTO Energy, Inc. pursuant to an Assignment, Conveyance and Bill of Sale filed under D200639795 in under Official Public Records of Tarrant County, Texas and is subject to a waiver of surface rights covering this tract contained in an Amended and Restated Surface Use Agreement filed as Instrument No. D200633790 recorded in under Official Public Records of Tarrant County, Texas. - This easement does not affect this tract.

O. Pipeline Right-of-Way Easement recorded under County Clerk's File No. D200545099, Official Records of Tarrant County, Texas. - This easement does not affect this tract.

P. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, as evidenced by the Memorandum of Oil and Gas Lease, dated June 5, 2006, recorded under County Clerk's File No. D206257044, Official Public Records of Tarrant County, Texas. This lease, which covers this tract, was assigned to XTO Energy, Inc. pursuant to an Assignment, Conveyance and Bill of Sale filed under D200639795 in under Official Public Records of Tarrant County, Texas and is subject to a waiver of surface rights covering this tract contained in an Amended and Restated Surface Use Agreement filed as Instrument No. D200633790 recorded in under Official Public Records of Tarrant County, Texas. - This easement does not affect this tract.

Q. Oil and Gas Lease filed October 31, 2006, recorded under County Clerk's File No. D206339781, Official Records of Tarrant County, Texas. Lessor and Lessee under this lease both, as "Grantors", have waived rights to use the surface of this tract in the Special Warranty Deed to Meacham Capital Partners, LLC executed by Keystone Exploration, L.L.C. and Keystone Exploration, L.L.C. dated 12-20-2018, filed 12-20-2018, recorded in Clerk's File No. D218275695, Official Public Records, Tarrant County, Texas.

T. Pipeline Right-of-Way Easement granted to XTO Energy, Inc. recorded under County Clerk's File No. D200419717, Official Records of Tarrant County, Texas. - This easement does not affect this property.

U. Multiple Pipeline Right-of-Way and Easement granted to Barnes Gathering, LP, recorded under County Clerk's File No. D200407296, Official Records of Tarrant County, Texas. - This easement affects this property and is shown on this Survey. There appears to be a pipeline within this easement.

V. Mineral Interest in Instrument No. D200415095, Based on the legal description in the mineral lease, this does not appear to affect the subject property.

W. CITY OF FORT WORTH PLANNING AND DEVELOPMENT SITE PERMIT, RECORDED UNDER INSTRUMENT NO. D200033582 OF THE OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS. - This tract is not subject to this permit.

X. CITY OF FORT WORTH PLANNING AND DEVELOPMENT GAS SITE PERMIT RECORDED UNDER INSTRUMENT NO. D21000482 OF THE OFFICIAL RECORDS OF TARRANT COUNTY, TEXAS. - This tract is not subject to this permit.

Y. Mineral interest recorded in Instrument No. D210105941. Based on the legal description in the mineral lease, this does not appear to affect the subject property.

Z. Multiple Pipeline Right-of-Way and Easement granted to Barnes Gathering, LP, recorded under County Clerk's File No. D210246220, Official Records of Tarrant County, Texas. - This easement affects this property and is shown on this Survey. There appears to be a pipeline within this easement.

aa. Multiple Pipeline Right-of-Way and Easement recorded under County Clerk's File No. D210246992, Official Records of Tarrant County, Texas. - This easement does not affect this tract.

ab. Non-Exclusive Easement and Right-of-Way Agreement recorded under County Clerk's File No. D211204212, Official Records of Tarrant County, Texas. - This easement does not affect this property. However it has been shown for reference.

ac. Memorandum of Agreement recorded under County Clerk's File No. D211204213, Official Records of Tarrant County, Texas. This Memorandum does not affect this tract. However it is shown on the Survey for reference.

ad. Mineral Interest recorded under County Clerk's Instrument No. D21186799, Official Records of Tarrant County, Texas. Based on the legal description in the mineral lease, this does not appear to affect the subject property.

ae. Easement for Access recorded under County Clerk's File No. D212293504, Official Records of Tarrant County, Texas. - This easement affects this tract and is shown on the Survey.

af. Rail Maintenance Access Agreement recorded under County Clerk's File No. D212293507, Official Records of Tarrant County, Texas. - This Agreement does affect this property in that it creates a benefit to this property to other parties to use this property.

ag. Easement Encroachment License Agreement recorded under County Clerk's File No. D213197029, Official Records of Tarrant County, Texas. This Agreement does not affect this tract.

ah. Easement Encroachment Agreement recorded under County Clerk's File No. D213238324, Official Records of Tarrant County, Texas. - This easement does not affect this tract.

ai. Easement for Private Drainage recorded under County Clerk's File No. D213238324, Official Records of Tarrant County, Texas. - This easement does not affect this tract.

aj. Permanent Water Facility Easement recorded under County Clerk's File No. D213243778, Official Records of Tarrant County, Texas. - This easement does not affect this tract.

ak. Permanent Water Facility Easement recorded under County Clerk's File No. D21349008, Official Records of Tarrant County, Texas. - This easement does not affect this tract.

al. 40' Access Easement recorded under County Clerk's File No. D21405886, Official Records of Tarrant County, Texas. - This easement affects this property and is shown on this Survey.

am. Easement and Right-of-Way recorded under County Clerk's File No. D21405887, Official Records of Tarrant County, Texas. - This easement does not affect this tract.

an. Easement and Right-of-Way recorded under County Clerk's File No. D214087878, Official Records of Tarrant County, Texas. - This easement does not affect this tract.

ao. Permanent Sewer Facility Easement recorded under County Clerk's File No. D215192583, Official Records of Tarrant County, Texas. - This easement does not affect this tract.

ap. Permanent Sewer Facility Easement granted to the City of Fort Worth, recorded under County Clerk's File No. D215195065, Official Records of Tarrant County, Texas. - This easement affects this tract and is shown on the Survey.

aq. Permanent Sewer Facility Easement granted to the City of Fort Worth, recorded under County Clerk's File No. D215195338, Official Records of Tarrant County, Texas. - This easement affects this tract and is shown on this Survey.

ar. Permanent Sewer Facility Easement granted to the City of Fort Worth, recorded under County Clerk's File No. D215195340, Official Records of Tarrant County, Texas. - This easement does not affect this tract.

as. Temporary Construction Easement granted to the City of Fort Worth recorded under County Clerk's File No. D215195340, Official Records of Tarrant County, Texas. According to records on file at the City of Fort Worth, the construction described in this easement has been completed.

at. Notes of Industrial Waste Disposal Site from General Portland, Inc., dated 04/22/1984, recorded in Volume 7797, Page 468, Official Records of Tarrant County, Texas, as affected by instrument recorded in Volume 15296, Page 256, Official Records of Tarrant County, Texas. - This Note does not affect this tract.

au. Terms, conditions, provisions and stipulations, as shown in Special Warranty Deed, executed by Keystone Exploration, L.L.C. dated 12-20-2018, filed 12-18-2018, recorded in Clerk's File No. D218275695, Real Property Records, Tarrant County, Texas. - This instrument affects this tract and is shown on this Survey.

av. Mineral Deed executed by Keystone Equity Partners, LLC to Schlumberger, LLC et al., dated 11/21/2019, filed 11/21/2019, recorded in Clerk's File No. D219260310, Real Property Records, Tarrant County, Texas. This tract is covered by this Mineral Deed, but is subject to the waiver of surface rights contained in the Special Warranty Deed to Meacham Capital Partners, LLC, executed by Keystone Exploration, L.L.C. dated 12/20/2018, recorded in Clerk's File No. D218275695, Official Public Records, Tarrant County, Texas.

ax. Easement and/or Right of Way from Keystone Equity Partners, LLC to City of Fort Worth by instrument recorded in Clerk's File No. D215195060, Real Property Records, Tarrant County, Texas. This Right of Way affects this tract and is shown on this Survey.

ay. Easement and/or Right of Way from Keystone Equity Partners, LLC to City of Fort Worth, by instrument filed in Clerk's File No. D215192583, Real Property Records, Tarrant County, Texas. This Easement affects this tract and is shown on this Survey.

Scale: As Shown

Roger W. Hart, RPLS
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Mail: 6300 S. Hulen St., Suite 300, #206 | Fort Worth, TX 76126
Texas Board of Professional Land Surveying Form No. 1006002

EXHIBIT "A"

Field Notes

Description for a tract of land in the J. T. Hobbs Survey, Abstract Number 806, City of Fort Worth, Tarrant County, Texas, and being a portion of "Tract 1" as described in a deed to Meacham Capital Partners, LLC, recorded in Instrument No. D218275695, Real Property Records, Tarrant County, Texas, and being described by metes and bounds as follows:

COMMENCING at a 5/8" iron pin found with cap stamped, "RPLS 5539" for the southwest corner of said Meacham Capital Partners tract, in the east line of Old Decatur Road; Thence North 00°29'04" West a distance of 105.00 feet along the westerly line of said Meacham Capital Partners tract and along the easterly line of Old Decatur Road to a 1/2" iron pin set with cap stamped "AREA SURVEYING" for the POINT OF BEGINNING of the tract herein described;

Thence the following courses and distances, continuing along the westerly line of said Meacham Capital Partners tract and along the easterly line of Old Decatur Road:

North 00°29'04" West a distance of 207.91 to a 1/2" iron pin found with cap stamped "RLS 5664";

North 89°30'36" East a distance of 10.34 feet to a 1/2" iron pin found with cap stamped "RLS 5664";

North 00°29'24" West a distance of 181.95 feet to a 1/2" iron pin found with cap stamped "RLS 5664" at the beginning of a curve, concave to the southeast, have a radius of 300.00 feet, and a long chord which bears 295.56 feet, North 29°04'18" East;

Northerly and northeasterly along said curve, an arc length of 309.04 feet to a Texas Department of Transportation concrete monument found at the end of said curve, in the southeasterly line of Northwest Loop 820;

Thence the following courses and distances along the northerly line of said Meacham Capital Partners tract and along the southeasterly line of Northwest Loop 820:

North 58°23'45" East a distance of 358.29 feet to a 1/2" iron pin found with cap stamped "RLS 5664";

North 43°27'52" East a distance of 310.48 feet;

North 51°33'11" East a distance of 268.45 feet to a 1/2" iron pin found with cap stamped "RLS 5664" for the most westerly corner of a tract of land described in a deed to XTO Energy Inc., recorded in Instrument No. D207175412 Real Property Records, Tarrant County, Texas;

Thence South 43°11'34" East a distance of 156.38 feet along the southwesterly line of said XTO Energy tract to a 1/2" iron pin set with cap stamped "AREA SURVEYING";

Thence South 34°28'16" East a distance of 292.66 feet to a 1/2" iron pin set with cap stamped "AREA SURVEYING";

Thence North 50°20'11" East a distance of 187.58 feet to a 1/2" iron pin set with cap stamped "AREA SURVEYING";

Thence South 39°39'49" East a distance of 196.25 feet to a 1/2" iron pin set with cap stamped "AREA SURVEYING" at the beginning of a curve, concave to the southeast, having a radius of 625.00 feet, and a long chord which bears 198.85 feet, South 3°55'34" West;

Thence Southwesterly along said curve, an arc length of 199.70 feet to a 1/2" iron pin set with cap stamped "AREA SURVEYING" at the end of said curve;

Thence South 25°46'41" West a distance of 101.38 feet to a 1/2" iron pin set with cap stamped "AREA SURVEYING";

Thence North 64°13'19" West a distance of 12.83 feet to a 1/2" iron pin set with cap stamped "AREA SURVEYING" for the beginning of a curve, concave to the northeast, having a radius of 20.00 feet, and a long chord which bears 28.28 feet, North 19°13'19" West;

Thence Northwesterly along said curve an arc length of 31.42 feet to a 1/2" iron pin set with cap stamped "AREA SURVEYING";

Thence North 64°13'19" West a distance of 50.00 feet to a 1/2" iron pin set with cap stamped "AREA SURVEYING";

Thence South 25°46'41" West a distance of 21.80 feet to a 1/2" iron pin set with cap stamped "AREA SURVEYING" at the beginning of a curve, concave to the north, having a radius of 20.00 feet, and a long chord which bears 25.18 feet, South 64°47'18" West;

Thence Southwesterly along said curve, an arc length of 27.23 feet to a 1/2" iron pin set with cap stamped "AREA SURVEYING" at the end of this curve, and at the beginning of another curve, concave to the east, having a radius of 90.00 feet, and a long chord which bears 170.44 feet, South 32°33'14" West;

Thence Westerly, southwesterly, and southerly along said curve, an arc length of 223.82 feet to a 1/2" iron pin set with cap stamped "AREA SURVEYING" at the end of this curve, and at the beginning of another curve, concave to the west, having a radius of 30.00 feet, and a long chord which bears 41.37 feet, South 04°53'56" West;

Thence Southerly along said curve, an arc length of 45.65 feet to a 1/2" iron pin set with cap stamped "AREA SURVEYING";

Thence South 12°39'44" West a distance of 105.97 feet to a 1/2" iron pin set with cap stamped "AREA SURVEYING";

Thence South 25°46'41" West a distance of 365.45 feet to a 1/2" iron pin set with cap stamped "AREA SURVEYING" at the beginning of a curve, concave to the northwest, having a radius of 20.00 feet, and a long chord which bears 21.12 feet, South 57°38'49" West;

Thence Southerly, southwesterly, and westerly along said curve, an arc length of 22.25 feet to a 1/2" iron pin set with cap stamped "AREA SURVEYING";

Thence South 89°30'59" West a distance of 628.76 feet a 1/2" iron pin set with cap stamped "AREA SURVEYING" to the beginning of a curve, concave to the north, having a radius of 20.00 feet, and a long chord which bears 9.87 feet, North 77°48'39" West;

Thence Westerly along said curve, an arc length of 9.98 feet to a 1/2" iron pin set with cap stamped "AREA SURVEYING" at the end of this curve and at the beginning of another curve, concave to the south, having a radius of 210.00 feet, and a long chord which bears 97.91 feet, North 77°00'12" West;

Thence Westerly along said curve, an arc length of 98.82 feet to a 1/2" iron pin set with cap stamped "AREA SURVEYING";

Thence South 89°30'56" West a distance of 136.83 feet to the Point of Beginning, said described tract containing 23.84 acres of land.

Bearings based on the Texas State Plane Coordinate System, North Central Zone.
 A drawing should accompany this description.

the quarry field notes revised 2.docx




Area Surveying, Inc.

Roger W. Hart, RPLS

Voice: 817.689.8108 | Web: areasurveying.com
 Mail: 6080 S. Hulen St., Suite 360, #226 | Fort Worth, TX 76132
 Texas Board of Professional Land Surveying Firm No. 10096600

Field Notes

Access Easement

Description for an Access Easement in the J. T. Hobbs Survey, Abstract Number 806, City of Fort Worth, Tarrant County, Texas, and being a portion of "Tract 1" as described in a deed to Meacham Capital Partners, LLC, recorded in Instrument No. D218275695, Real Property Records, Tarrant County, Texas, and being described by metes and bounds as follows:

Beginning at a 5/8" iron pin found with cap stamped, "RPLS 5539" for the southwest corner of said Meacham Capital Partners tract, in the east line of Old Decatur Road;

Thence North 00°29'04" West a distance of 105.00 feet along the west line of said Meacham Capital tract and along the east line of Old Decatur Road;

Thence North 89°30'56" East a distance of 136.83 feet to the beginning of a curve, concave to the south, having a radius of 210.00 feet, and along chord which bears 97.91 feet, South 77°00'12";

Thence Easterly along said curve an arc length of 98.82 feet to the beginning of another curve, concave to the north, having a radius of 20.00 feet, and a long chord which bears 9.87 feet, South 77°48'39" East;

Thence Easterly along said curve an arc length of 9.98 feet,

Thence North 89°30'56" East a distance of 628.76 feet to the beginning of a curve, concave to the northwest, having a radius of 20.00 feet, and a long chord which bears 21.12 feet, North 57°38'49" East;

Thence Northeasterly along said curve and an arc length of 22.25 feet;

Thence North 25°46'41" East a distance of 365.45 feet;

Thence North 12°39'44" East a distance of 105.97 feet to the beginning of a curve, concave to the west, having a radius of 30.00 feet, and a long chord which bears 41.37 feet, North 04°53'56" East;

Thence Northerly along said curve an arc length of 45.65 feet to the beginning of another curve, concave to the southeast, having a radius of 90.00 feet, and a long chord which bears 170.44 feet, North 32°33'14" East;

Thence Northerly and northeasterly along said curve an arc length of 223.82 feet, to the beginning of another curve, concave to the north, having a radius of 20.00 feet, and a long chord bears 25.18 feet, North 64°47'18" East;

Thence Northeasterly along said curve, an arc length of 27.23 feet;

Thence North 25°46'41" East a distance of 21.80 feet;

Thence South 64°13'19" East a distance of 50.00 feet to the beginning of a curve, concave to the east, having a radius of 20.00 feet, and a long chord which bears 28.28 feet, South 19°13'19" East;

Thence Southerly and southeasterly along said curve an arc length of 31.42 feet;

Thence South 64°13'19" East a distance of 12.83 feet;

Thence South 25°46'41" West a distance of 424.68 feet to the beginning of a curve, concave to the east, having a radius of 625.00 feet, and a long chord which bears 283.98 feet, South 12°38'49" West;

Thence Southerly along said curve an arc length of 286.48 feet;

Thence South 00°29'04" East a distance of 24.24 feet to the south line of said Meacham Capital tract;

Thence South 89°30'56" West a distance of 1016.51 feet along said south line to the Point of Beginning.

Bearings based on the Texas State Plane Coordinate System, North Central Zone.
A drawing should accompany this description.

the quarry access easement field notes.docx



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Texas Board of Professional Land Surveying Firm No. 10096600

In addition, the General Manager or his designee is granted authority to execute all documents necessary to complete this transaction and to pay all reasonable and necessary closing and related costs. Funding for this item is included in the Fiscal Year 2022 General Fund Budget. Director Hill seconded the motion and the vote in favor was unanimous.

20.

Director Kelleher made a second request for a discussion on the reasonableness standards for public comment to be placed on a future agenda. The Board agreed to receive an update on Attorney General opinion pertaining to public comment.

21.

The next board meeting was scheduled for January 18, 2022 at 9:00 a.m.

22.

There being no further business before the Board of Directors, the meeting was adjourned.

These corrected minutes were approved on February 15, 2022 in order to correct certain errors in the original Minutes.

President

Secretary

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF
TARRANT REGIONAL WATER DISTRICT
HELD ON THE 18th DAY OF JANUARY 2022 AT 9:00 A.M.

The call of the roll disclosed the presence of the Directors as follows:

Present
Leah King
James Hill
Jim Lane
Marty Leonard
Mary Kelleher

Also present were Dan Buhman, Alan Thomas, Chris Akers, Crystal Alba, Frank Beaty, Lisa Cabrera, Rachel Crawley, Steve Christian, Linda Christie, Woody Frossard, Ellie Garcia, Jason Gehrig, Rachel Ickert, Chad Lorance, Mick Maguire, Sandy Newby, and Ed Weaver of the Tarrant Regional Water District (District or TRWD). Also in attendance was Kathryn Long of Thompson & Horton LLP.

President King convened the meeting with assurance from management that all requirements of the “open meetings” laws had been met.

1.

All present were given the opportunity to join in reciting the Pledges of Allegiance to the U.S. and Texas flags.

2.

Public comment was received from Lon Burnam regarding District organizational structure and the annual comprehensive financial report. Public comment was received from Joyce Baker regarding public comment and transparency. Public comment was received from Thomas Torlincasi regarding Luigi, the magical bear, and magical thinking. Public comment was received from Jackee Cox regarding Mary’s Creek Water

Reclamation Facility.

3.

On a motion made by Director Kelleher and seconded by Director Hill, the Directors voted to approve the minutes from the Board meeting held on December 14, 2021 with the following amendments: 1) add to item 15: "As she has done in previous meetings, Director Leonard recused herself from discussions of Mary's Creek Water Reclamation Facility."; 2) add to item 19: "(which calculates to \$5,784,071.80 based on the 23.84 acres depicted on the survey included in the Board packet)"; and 3) revise item 20 to read: "Director Kelleher made a second request for a discussion on the reasonableness standards for public comment to be placed on a future agenda. The Board agreed to receive an update on Attorney General opinions pertaining to public comment." Director Hill noted the public comment discussion item will be placed on the agenda of the February 2, 2022 meeting. Directors King, Hill, Leonard and Kelleher voted in favor and the motion passed. Director Lane abstained due to not being present at the December 14 meeting.

4.

With the recommendation of management, Director Lane moved to approve a letter from the District to Foreign-Trades Zones Board, U.S. Department of Commerce supporting the request by TTI, Inc. to designate its distribution facility located at 5050 Mark IV Parkway as a Subzone Expansion Site within Foreign Trade Zone No. 196 and overseen by Alliance Corridor, Inc., Grantee of Foreign Trade Zone No. 196. Director Hill seconded the motion and the vote in favor was unanimous.

5.

With the recommendation of management, Director Leonard moved to receive and

file the District's Annual Comprehensive Financial Report for the Year Ended September 30, 2021. Director Hill seconded the motion and the vote in favor was unanimous.

6.

With the recommendation of management, Director Hill moved to approve a contract in an amount not-to-exceed \$96,000 with Pipeline Inspection and Condition Analysis Corporation for the advancement of condition assessment on 72-inch diameter Cedar Creek pipe. Funding for this item is included in the Fiscal Year 2022 Revenue Fund Budget. Director Lane seconded the motion and the vote in favor was unanimous.

7.

With the recommendation of management, Director Kelleher moved to approve a contract in the amount of \$221,780,319 with Traylor-Sundt Joint Venture for construction of the Integrated Pipeline Section 19 Long Tunnel Crossings Project. The Project is funded 100 percent by the City of Dallas. In addition, the General Manager, or his designee, is granted authority to execute all documents associated with this item. Funding for this item is included in the Dallas Bond Fund. Director Hill seconded the motion and the vote in favor was unanimous.

8.

With the recommendation of management, Director Hill moved to approve the following proposed Board policies covering the functional areas of Human Resources: Employment Practices; Employee Standards of Conduct and Code of Ethics. Director Kelleher seconded the motion and the vote in favor was unanimous.

9.

Staff Updates

- MWBE Vendor Participation Update

- Asset Management Award
- Water Resources Update
- Original Equipment Manufacturer Repair of Benbrook Lake Pump Station Pump #1

10.

The Board next held an Executive Session commencing at 10:19 a.m. under Section 551.071 to Consult with Legal Counsel on a Matter in Which the Duty of Counsel Under the Texas Disciplinary Rules of Professional Conduct Clearly Conflicts with Chapter 551, Texas Government Code and to Conduct a Private Consultation with Attorneys Regarding Pending or Contemplated Litigation, including regarding the Mary's Creek Water Reclamation Facility; and Section 551.072 to Deliberate the Purchase, Exchange, Lease or Value of Real Property. Director Leonard recused herself from discussions of Mary's Creek Water Reclamation Facility.

Upon completion of the executive session at 10:41 a.m., the President reopened the meeting.

11.

With the recommendation of management and General Counsel, Director Hill moved to approve the proposed settlement of claims relating to property owned by John C. Karamanos and Stella Y. Karamanos, individually and as Co-Trustees of the Karamanos Family Trust (1163 and 1164) for the Integrated Pipeline Project for the amount of \$115,000. Funding for this settlement is included in the Bond Fund. Director Lane seconded the motion and the vote in favor was unanimous.

12.

As discussed during Item 3, approval of the December 14, 2021 minutes, a discussion of reasonableness standards for public comment to include an update on

Attorney General opinions pertaining to public comment will be placed on the February 2, 2022 meeting agenda. Director Lane requested a briefing on interference with public meetings.

13.

The next board meetings were scheduled for February 2, 2022 at 1:00 p.m.; February 15, 2022 at 9:00 a.m.; and March 22, 2022 at 9:00 a.m.

14.

There being no further business before the Board of Directors, the meeting was adjourned.

President

Secretary

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF
TARRANT REGIONAL WATER DISTRICT
HELD ON THE 2nd DAY OF FEBRUARY 2022 AT 1:00 P.M.

The call of the roll disclosed the presence of the Directors as follows:

Present
Leah King
James Hill
Jim Lane
Marty Leonard
Mary Kelleher

Also present were Dan Buhman, Alan Thomas, Darrell Beason, Lisa Cabrera, Ellie Garcia, David Geary, Kelly Harper, Zach Hatton, Rachel Ickert, Laramie LaRue, Chad Lorance, Mick Maguire, and Sandy Newby of the Tarrant Regional Water District (District or TRWD). Also in attendance was Kathryn Long and Ashley White of Thompson & Horton LLP.

President King convened the meeting with assurance from management that all requirements of the “open meetings” laws had been met.

1.

All present were given the opportunity to join in reciting the Pledges of Allegiance to the U.S. and Texas flags.

2.

Public comment was received from Thomas Torlincasi regarding item 2, public comment and item 3, open meeting training. Public comment was received from Lon Burnam regarding item 2, public comment.

3.

The Board received Texas Open Government and Ethics Training from Katie Long

and Ashley White of Thompson & Horton, LLP. This training included the Open Meetings Act, public comment, maintaining order in meetings, the Public Information Act, and key ethics rules.

4.

The Board next held an Executive Session commencing at 3:08 p.m. under Section 551.071 to Consult with Legal Counsel on a Matter in Which the Duty of Counsel Under the Texas Disciplinary Rules of Professional Conduct Clearly Conflicts with Chapter 551, Texas Government Code and to Conduct a Private Consultation with Attorneys Regarding Pending or Contemplated Litigation.

Upon completion of the executive session at 3:59 p.m., the President reopened the meeting.

5.

There were no future agenda items approved.

6.

The next board meeting was scheduled for February 15, 2022 at 9:00 a.m.

7.

There being no further business before the Board of Directors, the meeting was adjourned.

President

Secretary

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 5

DATE: February 15, 2022

SUBJECT: Consider Approval of Agreement with Glass House Strategy for Creative Professional Services for the Regional Water Conservation Public Awareness Campaign

FUNDING: Fiscal Year 2022 Revenue Fund Budget - \$2,050,002

RECOMMENDATION:

Management recommends approval of an agreement with Glass House Strategy **in the amount of \$122,190** to manage and develop new marketing material for the seventh year of the regional water conservation public awareness campaign, "Water Is Awesome." In accordance with the Memorandum of Understanding with the City of Dallas and North Texas Municipal Water District (NTMWD), Dallas and NTMWD will provide \$1,166,668 of the regional campaign expenses. In addition, management recommends the Board delegate authority to the General Manager, or designee, to enter into agreements and use budgeted funds for production, media buys, and support services. Since time is of the essence, the General Manager, or designee, shall obtain approval the Construction and Operations Committee for services over \$75,000 in the amount that does not exceed the remaining total sum of \$1,927,812.

DISCUSSION:

The District and the City of Dallas have successfully teamed together since 2009 and the North Texas Municipal Water District joined the regional campaign in 2019. The goal of the campaign is to increase the adoption of water saving behaviors as a long-term water supply strategy. Working together provides the opportunity to split the cost of creative development, production, regional advertising, education resources, social media support and website maintenance. The District's commitment for the regional campaign is \$883,334 and includes budget for targeted service area promotions.

Glass House Strategy is a highly qualified advertising and communications agency. They have demonstrated competence based on previous work and this contract goes through the rest of FY22 at a fair and reasonable price.

Glass House Strategy is a non-certified prime contractor. A certified sub-contractor will be used on the project. The Diverse Business proposed participation is 30%.

This item was reviewed by the Construction and Operations Committee on February 11, 2022.

Submitted By:

Linda Christie
Government Affairs Director

EXHIBIT A

SCOPE OF WORK

Task 1: Creative Concept Development - Develop creative concepts for television, radio, and digital media spots, outdoor and print with messaging in English and Spanish. All creative will be reviewed and approved by the Clients.

Deliverables:

- Develop new creative executions for television, radio, digital media, outdoor, transit, and print advertising to supplement existing 2021 “Towers of Texas” campaign
- Provide all copywriting for campaign television, radio, digital media, outdoor, and print advertising in English and professionally translated into Spanish
- Elements to include:
 - TV: 2-:30 English, 1-:30 Spanish, 2-:15 English, 1-:15 Spanish
 - Radio: 2-:30 English, 1-:30 Spanish
 - Outdoor/Transit: 2 English, 2 Spanish
 - Print: 2 English, 2 Spanish
 - Digital: 3 English, 3 Spanish

Task 2: Creative Production - Produce final artwork for print, outdoor, transit, and digital advertising. Work with a production company to help oversee the production of three 30-second television spots (two English, one Spanish), three video media pre-rolls (two English, one Spanish) and three radio ads (two English, one Spanish).

Deliverables:

- Develop final television scripts and storyboards, and final radio scripts (English and Spanish) for Clients’ approval
- Develop final copy for print, outdoor and digital ads (English and Spanish) for Clients’ approval
- Review production companies and provide recommendations to Clients
- Solicit bids for production company with final production company to be selected by the Clients
- Recruit talent for television/radio production and make recommendations to Clients with final talent approval by the Clients
- Organize and conduct pre-production meeting with director and the Clients
- Work with production company to produce and edit television and radio spots; the Clients will be present during filming of television spots and recording of radio spots
- Provide Clients with edited versions for review and final approval
- Work with Clients, and their designated media buying firms, to distribute final approved ads to television/radio stations, print, outdoor, transit and digital outlets for placement
- Provide final digital artwork and native files to Clients
- Provide final digital artwork for online ads in as-needed sizes for social media, webpages, mobile apps, etc.

- Provide final digital artwork for print, outdoor and digital ads in a format and style that would accommodate ease of use by Clients and their customer cities for incorporation into their websites, print materials, etc.

Task 3: Brand Guidelines - Document and define branding essentials used in the development of the awareness campaign. The Clients request a framework of parameters to operate and share campaign advertising within the region and within their respective service area. Customer cities of the Clients will be encouraged to promote the campaign and use provided resources to further reach the audience.

Deliverables:

- Update and revise user guidelines to share and preserve the campaign vision, tone, values, personality, brand message, etc.
- Update user guidelines to define how and where it may be used
- Create and update editable PDF templates, design layouts and simple customizable formats of campaign digital artwork for use by Clients and their customer cities using Adobe Illustrator
- Develop and update elements for Water is Awesome website

Task 4: Project Management - Detailed, timely, organized, consistent, and attentive project management is required.

Deliverables:

- Develop a detailed scope of work with specific project timelines and budgets for all deliverables
- Produce simple ongoing status reports for all projects
- Develop and track estimated costs, compare estimates with actual costs and provide updates as required
- Assist Clients with the execution of a digital and social media strategy plan and provide creative assets from digital artwork
- Conduct regularly scheduled status meetings and calls with Clients, as needed
- Provide accurate and detailed billing and, if requested, reconciliation at the end of each fiscal year
- Submit a comprehensive end of campaign report by October 31. The report will detail the year's performance, goals achieved and highlights

Task 5: Creative Concept Development and Production of Spring Campaign – Develop creative concepts and produce final artwork for digital media advertising. All creative will be reviewed and approved by the Clients.

Deliverables:

- Develop three creative concepts for a digital “mini” campaign to run in Spring prior to summer water conservation campaign
- Create 2-4 digital executions (static and/or animated gif; English and Spanish) for the approved campaign
- Write final headlines/copy for approved campaign
- Perform layout, design and production for approved campaign

- Work with media buying firms to distribute and place ads in the appropriate sizes
- Deliver digital artwork to the Clients
- Provide end of campaign report

End of Campaign Survey (Optional, Requires Client Approval) - The survey will cover Tarrant County, Collin County and the City of Dallas with 1,500 respondents (80% IVR, 20% cell phone). Survey will consist of 13 questions plus demographic data. Respondents will be given the option to complete the survey in English or Spanish. Deliverables will include an executive summary, presentation and delivery of all data and crosstabs.

Budget

• Creative Concept Development	\$19,520
• Creative Production	\$38,525
• Brand Guidelines	\$7,280
• Project Management	\$22,530
• Creative Concept Development and Production of Spring Campaign	\$15,835
• Campaign Survey (Requires Client Approval)	\$18,500
Total Amount:	\$122,190

Note: Television and radio production costs are separate and not included

For its services provided to TRWD from March 1, 2022, through September 30, 2022, Consultant shall be paid the total sum of \$16,590.40 per month through July 30, 2022, and the total sum of \$10,369.00 per month from August 1, 2022, through September 30, 2022, payable in arrears within thirty (30) days after receiving an invoice each month for which the services were provided.

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 6

DATE: February 15, 2022

SUBJECT: Consider Approval of Contract with Freese and Nichols, Inc. for Final Design and Bid-Phase Services for the Third Cell, and Construction Management Services for the Kennedale Balancing Reservoir Yard Piping and Inlet and Outlet Modifications

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends approval of a contract **in an amount not-to-exceed \$3,955,554** with Freese and Nichols, Inc. (FNI) for Final Design and Bid-Phase Services for the Third Cell, and Construction Management Services for the Kennedale Balancing Reservoir Yard Piping and Inlet and Outlet Modifications.

DISCUSSION:

In November 2021, this Board approved a Third Amendment to the 2012 Freese and Nichols contract for on-site construction management services for the Kennedale Balancing Reservoir Yard Piping and Inlet and Outlet Modifications Construction in an amount not-to-exceed \$2,834,662. FNI completed engineering design services and construction management services for the prior two phases of this Kennedale Balancing Reservoir project under the original 2012 contract and amendments. The prior contract with FNI has approximately \$1,120,000 remaining for final design and bid support services for the new third cell of the Kennedale Balancing Reservoir as well as other optional supplemental services and contingency.

Following legal review of the 2012 contract and subsequent amendments, it is general counsel's opinion that the current term under the contract has expired and a new contract is required. This new time and materials, not to exceed contract amount of \$3,955,554 with Freese and Nichols matches the remaining unused amount from the previously Board authorized 2012 Freese and Nichols contract and subsequent contract amendments. No additional funding is being requested.

This third phase construction involves the installation of a 120-inch diameter flow-through inlet and outlet piping for the existing two storage basins. It also includes approximately 8,650 linear feet of steel pipe in various diameters ranging from 54-inch to 120-inch encased in concrete along with valve connections to the Cedar Creek, Richland-Chambers and Integrated Pipeline pipelines that supply the Kennedale Balancing Reservoir. Two large concrete splitter box weirs will be removed, and current leakage attributed to existing storage basin inlets plugged. Enhanced operational flexibility and

improved water quality will also result. With this contract, FNI will provide construction management, resident representative, and construction phase engineering services for the duration of the third phase construction to ensure a quality installation. This work is expected to conclude by July 2024.

The final remaining phase will include final design and bid phase services to construct the new 165 million-gallon third storage basin at the Kennedale Balancing Reservoir providing additional emergency storage and optimized time of day operational capability. This work is expected to be completed by 2027.

FNI will be utilizing Diverse Business subconsultants for a total Diverse Business proposed participation of 21%.

This item was reviewed by the Construction and Operations Committee on February 11, 2022.

Submitted By:

Jason Gehrig, PE
Infrastructure Engineering Director

Exhibit A-1**SCOPE OF SERVICES**

Kennedale Balancing Reservoir Modifications Support, 2022
(TCW22144)

OBJECTIVE

The purpose of this contract is to provide Engineering Services for water transmission pipeline design, reservoir and piping design, construction management, and related professional services to the Tarrant Regional Water District (TRWD) for modifications at the Kennedale Balancing Reservoir (KBR). Upon TRWD Board of Directors authorization, this contract replaces TRWD PSA Contract 4841 and subsequent amendments 1 and 2.

The scope of this contract includes engineering and construction management services to support the construction of the KBR Yard Piping and Inlet and Outlet Modifications project, as well as to provide services to support the KBR 3rd Cell Embankment project during final design and procurement phases.

Construction related processes and procedures established on the IPL will serve as the basis for this project. The fee for these construction phase services is based on an anticipated construction duration of thirty (30) months. Services for longer construction durations are an additional service. For a shorter construction duration, the fee may be adjusted but may not be reduced if the accelerated construction schedule required additional effort to administer the construction contract. The anticipated period of performance for the KBR Yard Piping and Inlet and Outlet Modifications (Task 5E) described in this exhibit is from February 1, 2022 to August 30, 2024.

Services provided will be divided into the following tasks:

- Task 3D – Provide 3rd Cell Final Design (see scope Section 1)
- Task 3F – Optional Supplemental Services (see scope Section 4)
- Task 4D – Provide 3rd Cell Bid Phase Services (see scope Section 2)
- Task 5E – Provide Construction Phase support services, including Construction Management services and General Representation services (see scope Section 3), as part of the Owner's Project Team for the KBR Yard Piping and Inlet and Outlet Modifications project construction phase.
- Task 6 – Provide Contingency (see scope Section 4)

It is understood that future contract amendments will be authorized for remaining services. All other tasks will be negotiated and awarded as amendments to this original contract. The construction services phase for the KBR 3rd Cell Embankment will be designated as the following task:

- Task 5D – Provide Construction Phase Support Services for 3rd Cell Embankment

The term of this contract is from the effective date through, and including, final acceptance by Owner of construction of all phases, including the 3rd Cell Embankment, of the Kennedale Balancing Reservoir Modifications Project corresponding to the Services under the Agreement.

1.00 TASK 3D – 3RD CELL FINAL DESIGN

1.01

Finalize design of reservoir and appurtenant construction elements including: lining, embankment, drainage, utilities, power, inlet and outlet piping, overflow, instrumentation, etc. Finalize design of ancillary elements such as but not limited to drainage, site landscaping / restoration, security (surveillance, fencing, lighting), etc.

Structures: Subcontract with Nathan D. Maier Consulting Engineers, Inc. for structural design of valve vaults and other structures.

VE Workshop: Support VE Workshop and provide written response / clarifications resulting from VE Workshop. Attend three days of VE meetings and up to 2 follow-up meetings.

Implement sustainability plan for project design.

Technical Drawings: Drawings will be prepared in accordance with the IPL CAD Standards.

Preliminary submittals in pdf format will be made at the 90% design level. The final submittal will be sealed construction drawings made in pdf format with 5 half size hard copies.

Technical Specifications; Prepare technical specifications for the project. Specifications will be included with the 90% design level. The specifications will be submitted in pdf format for all submittal packages and the final will be sealed documents in pdf format with 5 hard copies.

Construction Cost Estimates: Prepare an opinion of probable construction cost for the project including consideration of engineering, administration, and construction management for each design submittal. Include contingencies as appropriate. Identify the construction critical path. Also include a monthly cash flow schedule to determine time frame for expected project expenditures. Provide an engineer's opinion of probable construction cost estimate with each milestone and final submittal.

2.00 TASK 4D – 3RD CELL BID PHASE SERVICES

2.01

Provide the following service to assist Owner in selecting and contracting with a Contractor to construct the project. Assist Owner in securing proposals using a Competitive Sealed Proposal procurement

1. Assist Owner by responding to questions and interpreting Contract Documents. Prepare responses to bidder questions and for addenda and changes to Contract Documents for Owner to post to Website.
2. Assist owner in conducting a pre-offer conference for the project. Prepare and present an overview of the construction expectations. Address comments and questions resulting from the conference. Prepare responses for addenda and changes to Contract Documents after the Pre-bid Conference.
3. Assist Owner in analyzing the offers received. Review the offers to determine if they are responsive to the Request for Proposals. Rank Contract Prices offered in responsive bids to determine if they meet the minimum qualifications set forth in the Contract Documents and are considered responsible. If not determined to be responsible, repeat the process with the next most highly ranked responsive offeror. Determine the responsive and responsible Offeror that provides the best value to the Owner. Recommend award of contract or other actions as appropriate to be taken by Owner.

4. Conform Contract Documents for execution by incorporating information from the selected Offer and their surety into the Contract Documents. Print ten sets of conformed Contract Documents. Five copies will be used as working documents during construction of the project. Two copies of these conformed documents are provided to the Owner, two sets are to be used by FNI and one copy is to be provided to the contractor for use in maintaining project record documents.

3.00 TASK 5E – KBR YARD PIPING AND INLET AND OUTLET MODIFICATIONS PROJECT CONSTRUCTION SUPPORT SERVICES

3.01 PROJECT CONSTRUCTION MANAGEMENT (PCM)

A part-time Construction Manager will manage and administer the day-to-day requirements of the project.

Construction Manager serve as the liaison between the construction contractors and the OPT. The Construction Manager provides leadership to the assigned Field Staff in the performance of their duties and manages the administrative efforts required to support the OPT's responsibilities during the project. In performing these services, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

Primary roles and responsibilities of Construction Manager includes the following:

1. Serve as the primary point of contact, with primary responsibility for construction contract administration and quality assurance.
2. Provide direction, leadership, and manage the efforts of the Resident Representative.
3. Manage the quality of services provided by Resident Representative to determine that their duties are performed in a timely manner and in accordance with processes and procedures.
4. Observe construction activities for conformance to the Contract Documents.
5. Serve as a backup Resident Representative or reallocate resources to cover a project when a Resident Representative must be away from the project site.
6. Work directly with the Owner to coordinate construction activities with the District's operations.
7. Conduct monthly progress meetings and report on project progress.
8. Provide periodic observation of construction on the project site to determine that construction is in conformance with Contract Documents. Three visits assumed per week. Assist in implementing changes to policies or procedures to incorporate improvements.
9. Work with contractors to resolve any issues or disputes related to construction. Support the Owner in the resolution of any disputes or claims that cannot be resolved at the project level.
10. Work with contractors and Property Owner Coordinator to resolve issues with Property Owners.
11. Recognize risk elements of the risk management plan and initiate countermeasures as directed.
12. Manage the efforts of materials testing laboratories and specialty observers assigned to this project.

Exhibit A-1

Freese and Nichols, Inc.

Kennedale Balancing Reservoir Modifications Support, 2022

13. Coordinate with document management staff to verify that all documentation is filed in accordance with District standards, practices, and procedures.
14. Conduct project team coordination meetings monthly or as often as necessary to discuss and resolve issues relating to the management of the project. Document the meetings and record action items assigned to project team members. Project team members may include OPT and construction contractor staff.
15. Prepare the memorandum to the Board of Directors recommending acceptance for the project and the Notice of Completion.
16. Administer Construction Contracts:
 - a. Prepare project documentation in accordance with the District's Construction Management standards.
 - b. Manage the receipt, logging, control, tracking, and timely processing of all project documents using the District's PMIS.
 - c. Attend and represent the District at weekly coordination meetings.
 - d. Review Shop Drawings received from the contractor for conformance with the Contract Documents' requirements and specifications. Work directly with project designers to see that documentation and submittals provided are adequate and timely. Determine that design issues related to requests for information on construction documents, shop drawing reviews and contract modifications are adequately addressed.
 - e. Provide written comments on Shop Drawings and return to the construction contractor. Coordinate required reviews of Shop Drawings with project team personnel. Distribute Shop Drawings to appropriate reviewers.
 - f. Review and respond to contractor Request for Information. Distribute requests to appropriate staff, and design engineers when applicable and coordinate timely response. Review answers and prepare formal response to contractor pursuant to established Contract Document protocols.
 - g. Prepare notices of defective work. Coordinate the resolution of non-compliant work with the contractor, and the District. Document and follow up on non-conforming work to determine that acceptable correction of defects is accomplished.
 - h. Initiate and review field orders to the contractor. Record the changes in the record contract documents.
 - i. Coordinate evaluation of product substitution requests with District staff, and design consultant.
 - j. Administer and manage resolution of day-to-day construction issues. Coordinate with the District, design consultant and construction contractor on technical issues and concerns. Work to resolve disputes at the project level and keep Owner's Project Team informed of issues.
 - k. Review schedules presented in accordance with the Contract Documents.
 - l. Review and coordinate approval of a Schedule of Values. Provide monthly updates of project cash flow curves and data to the District. Conduct monthly schedule and progress payment meetings with the construction contractor. Work with the contractor to have pay

Exhibit A-1

Freese and Nichols, Inc.

Kennedale Balancing Reservoir Modifications Support, 2022

- requests ready for District processing in accordance with the Contract Documents.
Determine that documentation required for measurement for payment of work is in place.
- m. Implement the Change Management process in accordance with the Contract Documents. Prepare Requests for a Change Proposals for District initiated changes to the work. Respond to contractors Change Proposals. Prepare written justification statements and include cost estimates for each Change Proposal. Include a description of the background explaining the reason for the change; resolution alternatives and resolution recommendation for action by the District. Prepare and submit Contract Modifications in accordance with the Contract Documents. Change Orders and Contract Amendments require approval from the District.
 - n. Public Relations Services.
 - 1) Coordinate with and provide project information to the District's public outreach group and/or contractor retained for public relations services.
 - 2) Document all inquiries or complaints in accordance with requirements of District's public outreach group.
 - 3) Attend public meetings or other meetings as requested.
 - 4) Assist the District's public outreach group and/or contractor retained for public relations services with conducting tours of the project site for District and contractor staff, the public, District's Board of Directors, County Commissioners and others as requested.
 - 5) Coordinate media activities scheduled or emergency related, with the public outreach group and/or contractor retained for public relations services. Follow the guidelines established by the public outreach group for working with the media.
 - 6) Investigate claims for damages by private parties and prepare a report outlining the details of the claim. Include an estimate of associated cost.
 - o. Coordinate all necessary pipeline and facility shutdowns with the contractor and District's Operations and Maintenance Department.
 - p. Maintain a working set of record documents. Determine that measurements required for record documents are taken before work is covered.
 - q. Take photographs to document differing site conditions, change order and claim items, and any special or unique conditions as they arise.
 - r. Manage project completion activities as required by the Contract Documents.
 - s. Manage the process of closing out the construction contract.
 - t. Recommend acceptance of the work in writing in preparation of issuance of the Certificate of Substantial Completion, recommendation to the Board, Notice of Completion, and the District's Internal Notice of Completion.
 - u. Prepare final change orders as required. Classify and summarize the change orders and include in the final construction summary report.
 - v. Prepare an Internal Notice of Completion addressed to the District's Operations and Maintenance Department.
 - w. Provide support to safety reporting to District personnel as required.

3.02 RESIDENT REPRESENTATIVES (RPR)

full-time resident representative will be provided for the duration of construction. An additional resident representative will be provided for the compacted fills on the embankments (with a 14-month anticipated duration).

Observe construction activities for conformance to the Contract Documents as directed by the Construction Manager.

Primary roles and responsibilities of Resident Project Representatives include the following:

1. Observe the work to verify compliance with the Contract Documents. Inform the Contractor of work that does not comply with the requirements of the Contract Documents. Report defective work to the Resident Engineer so payment can be withheld until corrective work has been completed. Report the status of corrective work and determine that defective work is corrected before payment is made.
2. Record the delivery of materials to the site and inspect the materials for apparent defects. Work with the Resident Engineer to provide additional testing as required to resolve any concerns about materials as delivered.
3. Review survey data and procedures to see that line, grade, and locations have been properly established, and that they are followed during construction.
4. Prepare Daily Construction Reports. Include project photographs to depict work in progress and in place. File additional photographs in the Document Management System.
5. Make periodic estimates of the quantity of construction completed.
6. Take construction documentation photographs. Take additional photographs to document differing site conditions, change order and claim items, and any special or unique conditions as they arise.
7. Support TRWD GIS in the collection of GPS coordinates of work in place to assist with development of real time as-built drawings. Owner will provide collection equipment and training.

3.03 GENERAL REPRESENTATION

Provide Construction Phase Engineering Services (General Representation) for the completion of the KBR Yard Piping and Inlet and Outlet Modifications. Activities include:

1. Meet with the OPT prior to the pre-construction conference to prepare for the pre-construction conference.
2. Participate in a pre-construction conference with the OPT and Contractor. Be prepared to participate in discussions related to the following:
 - a. Shop Drawing requirements and Shop Drawing workshops,
 - b. Receiving and installation of Owner furnished equipment,
 - c. Special construction requirements and pre-installation workshops, and
 - d. Coordination of shutdowns of existing facilities,
3. Participate in monthly progress meetings with the Contractor. Discuss Contractor's progress to date, planned efforts for the coming month, status of submittals, proposed contract modifications and any issues or concerns that need to be addressed to allow construction of the project to progress.

Exhibit A-1

Freese and Nichols, Inc.

Kennedale Balancing Reservoir Modifications Support, 2022

4. Review Contractor's submittals in accordance with the requirements of the Contract Documents as requested by the PCM.
5. Review Project Decision Register and Action Item Register prior to each meeting. Report discrepancies in the Project Decision Register to the PCM. Update the status on Action items at least two days before meetings.
6. Make monthly site visits in conjunction with monthly progress meetings or as appropriate to the stage of construction to the site (as distinguished from the continuous services of a Construction Manager) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Contract Documents. In this effort FNI will endeavor to protect the Owner against defects and deficiencies in the work of Contractors and will report any observed deficiencies to Owner.
7. Make additional site visits to observe material and means demonstrations for soil cements, embankment fills, pipe laying and backfill, cathodic protection, and as requested by the OPT.
8. Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Contract Documents.
9. Review reports of testing laboratories for quality control of the Project.
10. Interpret the drawings and specifications for Owner and Contractor.
11. Review contract modification requests and the cost and time impacts of these changes. Prepare documentation for design changes.
12. Receive and evaluate notices of contractor claims and make recommendations to the Owner on the merit and value of the claim on the basis of information submitted by the Contractor or available in project documentation.
13. Assist PCM in conducting a final review of the Project for conformance with the design concept of the Project and general compliance with the Contract Documents with the Owner. Review the list of deficiencies to be corrected by the Contractor in accordance with the Contract Documents.
 - a. Participate in a review of the project when requested to determine if the project is substantially complete. Reviews will be conducted on the Contract date for Substantial Completion to determine the status of the Project on that date. A second review will be conducted if the Project is not substantially complete on the Contract Substantial Completion date at the date the Contractor call for the Substantial Completion Review. Assist the PCM in preparing the list of items required for the project to be considered as substantially complete on each review of the project.
 - b. Participate in a review of the project when requested to determine if the project is finally complete. Assist the PCM in preparing the list of items required for the project to be considered as finally complete. Participate in a second review if requested by the PCM.
 - c. Provide substantial completion and final completion reviews of Work to be accepted under the partial utilization provisions of the Contract.
14. Provide Record Drawings that include construction phase modification data from Contractor and PCM with as-builts and redlines. Adding RTAB data to the sheets is not included.

4.00 SUPPLEMENTAL SERVICES AND CONTINGENCY

4.01 TASK 3F – SUPPLEMENTAL SERVICES

Supplemental services are included. The allowances for Supplemental Services cover work as authorized by the TRWD through change management to the engineer.

1. Task 5D – KBR 3rd Cell Construction Phase Services
2. Lessons learned workshop and memorandum
3. Operation and Maintenance Manuals

4.02 TASK 6 – CONTINGENCY

Contingency funds are included in the Contract to pay for Work not defined specifically by the Agreement that is essential to the completion of the Project. Contingency funds will be as described in the Agreement. The contingency funds may be used for costs incurred by consultant, provided these costs are approved by TRWD.

5.00 SERVICES PROVIDED BY TRWD DURING TASK 5E

The following services have been provided through FNI on previous projects or phases, but for this scope will be provided by TRWD throughout the duration of the Task 5E construction services for KBR Yard Piping and Inlet and Outlet Modifications phase:

1. Factory witness testing
2. Plant inspection of pipe fabrication
3. Construction materials testing (CMT) (concrete, flowable fill, earth fill classification & compaction)
4. Inspection of field welding
5. Cathodic protection commission and startup (installation observation will be provided by FNI)
6. I/O Checkout

Exhibit A-1
Freese and Nichols, Inc.
Kennedale Balancing Reservoir Modifications Support, 2022

COST SUMMARY TABLE

Task	Description	Total
3D	Final Design for 3rd Cell	\$478,430.00
3F	Optional Supplemental Services	\$350,683.00
4D	Bid Phase Services for 3rd Cell	\$71,411.00
5E	Construction Management Services for KBR Yard Piping and Inlet and Outlet Modifications Project	\$2,805,030.00
6	Contingency	\$250,000.00
		Total \$3,955,554.00

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 7

DATE: February 15, 2022

SUBJECT: Consider Approval of Contract with Carollo Engineers, Inc. for Engineering Services for the System Operating Permit Evaluation

FUNDING: Fiscal Year 2022 Revenue Fund Budget

RECOMMENDATION:

Management recommends approval of a contract **in an amount not-to-exceed \$770,508** with Carollo Engineers, Inc. for engineering services for the System Operating Permit evaluation. These engineering services include water availability modeling, preliminary evaluation of existing infrastructure, and coordination with District in-house modeling staff to produce a final recommendation as to the benefits of a System Operating Permit.

DISCUSSION:

The District owns and manages multiple water right permits within the Trinity River Basin that allow for the diversion and use of surface water supplies to serve more than 30 wholesale customers and two million people in the District's North Texas service area. These water rights have been amended multiple times over many years and, as regulatory requirements have evolved, have become more complex and difficult to manage.

The District currently operates its complete water system of reservoirs and pipelines using the constraints and limitations of each individual water right permit. With each additional water right, the District adds new constraints and incorporates new methods of operation procedures. A new permit and operating strategy is being considered which would allow the District to operate the system as a whole and increase the yield of our existing system through a System Operating Permit.

This operating strategy has been identified in the District's prior Integrated Water Supply Plan efforts as one of the most cost-effective sources for additional future water, without the requirement of building additional reservoirs. This study will investigate the feasibility and impact of this permitting strategy on the District's future water availability and will determine the additional water supply benefits and efficiencies such a strategy would provide, including consideration of potential new customers.

This project is expected to include two phases. Phase One includes an amount not-to-exceed \$770,508. It will be used to determine the legal availability of water supplies established by the District's existing water right permits. If it is determined that there is

enough additional water available through operating our individual projects as a system, Phase Two will be brought back to the Board for approval. Phase Two is currently estimated to include an amount not-to-exceed \$510,479 to investigate the physical capabilities of efficiently operating the District reservoir and pipeline system under multiple future scenarios. Both elements require sophisticated modeling solutions to address and inform cost-effective water supply management.

Upon review of the submitted statements of qualifications, staff recommends Carollo Engineers, Inc. as the most qualified engineering services provider for the evaluation of a System Operating Permit. Carollo will provide a strong team of consultants and plans to perform 15% of the contract value with certified diverse business firms.

This item was reviewed by the Construction and Operations Committee on February 11, 2022.

Submitted By:

Woody Frossard
Environmental Director

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 8

DATE: February 15, 2022

SUBJECT: Consider Approval of Contract Renewal with Innovative Management Solutions, Inc. for Program Controls on Central City Flood Control Program

FUNDING: Fiscal Year 2022 Special Projects/Contingency Fund - \$841,332

RECOMMENDATION:

Management recommends approval of contract renewal **in the amount of \$841,332** with Innovative Management Solutions, Inc. (IMS) for Program Controls on Central City Flood Control Program.

DISCUSSION:

This contract is for professional services for partner coordination on schedule and cost support services. This contract provides for three full-time IMS employees to the District to manage and maintain our Primavera P6 master schedule and cost information. This contract renewal will allow the District to maintain continuity in these services for partner coordination on schedule and cost support services and assist TRWD, USACE and the COFW with successful implementation of the Central City Flood Control Program.

IMS is a Diverse Business, therefore the Fair Contracting contribution is 100%.

This item was reviewed by the Construction and Operations Committee on February 11, 2022.

Submitted By:

Woody Frossard
Project Manager
Panther Island/Central City Flood Project

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 9

DATE: February 15, 2022

SUBJECT: Consider Approval of Release of Retainage, Final Payment and Contract Closeout with Garrett Demolition, Inc. for Demolition and Asbestos Abatement of Former Police and Fire Training Towers for the Central City Flood Control Project

FUNDING: Fiscal Year 2022 Special Projects/Contingency Fund

RECOMMENDATION:

Management recommends approval to release retainage **in the amount of \$11,849.10**, final payment and contract closeout with Garrett Demolition, Inc. for demolition and asbestos abatement of former Police and Fire Training Towers for the Central City Flood Control Project.

DISCUSSION:

In September 2021 the District entered into a contract with Garrett Demolition for the Demolition and Asbestos Abatement of the former Police and Fire Training Towers. The former Police and Fire Training Towers property is located within the South Bypass Channel and is part of the property supplied by the District to USACE. This project was required this year in order to maintain the Corps of Engineers' (USACE) ability to request funds for the Bypass Channel design and to clear the area ahead of required City of Fort Worth utility relocations critical for the South Bypass Channel.

Garrett Demolition performed the following services as part of this Contract for demolition and asbestos abatement of the site: site clearing, asbestos abatement, demolition of structures, hauling to local landfills, backfill, compaction and reestablishment of vegetation. Disposal fees to the landfill(s) are paid under a separate District contract.

The original contract price was \$118,491 and the Board authorized a total budget up to \$142,190. The remediation work required no change orders resulting in a total contract amount of \$118,491, completing well under the Board authorized total. Garrett Demolition successfully completed the project, and the District is holding \$11,849.10 in retainage. Management is requesting to release retainage as final payment, subject to Board approval.

Consent of Surety to Final Payment and Waiver and Release on Final Payment have been requested and retainage will not be released until received.

This item was reviewed by the Construction and Operations Committee on February 11, 2022.

Submitted By:

Woody Frossard
Project Manager
Panther Island Central City Flood Project

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 10

DATE: February 15, 2022

SUBJECT: Consider Approval of Contract Amendment with HDR Engineering, Inc. for Final Design of Section 19-2 and Construction Phase Services for Section 19 Tunnel Crossings of the Integrated Pipeline Project

FUNDING: Dallas Bond Fund

RECOMMENDATION:

Management recommends approval of a contract amendment **in an amount not-to-exceed \$4,116,600** with HDR Engineering, Inc. for final design of Section 19-2 and construction phase services for Section 19 Long Tunnel Crossings and continued Section 19 TXDOT Crossings. The total not to exceed contract value, including this proposed amendment will be \$19,381,907.

DISCUSSION:

On January 24, 2011, the District executed a contract with HDR Engineering, Inc. (HDR) for preliminary engineering of Section 19-2 of the Integrated Pipeline Project for a not to exceed \$3,010,000. The contract has been amended twice for pipeline engineering services and seven times for program wide corrosion engineering services for fees not to exceed \$12,255,307. Total current contract amount is \$15,265,307 as shown in table below.

Date	Section 19-2 Pipeline Engineering Services	Amount
	Opencut Engineering Design	
01/24/11	Preliminary Engineering	3,010,000
03/20/13	Final Engineering	5,398,600
12/15/15	Bid Ready Final Design	1,959,400
	Subtotal Opencut Engineering	\$10,368,000
	Program Wide Corrosion Engineering Services	
06/22/12	Cathodic Protection Design Services	3,381,580
08/19/14	Section 15-1 Bid/Construction Phase Services	167,000
01/20/15	Section 12-13 MBR and S2x12 Bid/Construction Phase Services	236,400
07/21/15	Section 14 and 15-2 Bid/Construction Phase Services	425,527
10/20/15	Section 10-11 Bid/Construction Phase Services	246,000
04/19/16	Section 17 Tunnel Bid/Construction Phase Services	186,800
01/17/17	Section 17-18 Bid/Construction Phase Services	254,000
	Subtotal Program-wide Corrosion Engineering	\$4,897,307
	Total	\$15,265,307

Starting in 2020, HDR was authorized to use design phase budget for bid and construction phase services for the Section 19 TXDOT Tunnel Crossings and collaborative procurement services for Section 19TUN Long Tunnel Crossings. This amendment includes design phase services budget to replenish the amount required for these processes. This scope of work includes three tasks plus contingency consisting of

1. Section 19-2 Pipeline Engineering and Section 19 Corrosion Engineering Design Services;
2. Section 19TXDOT continued construction phase services;
3. Section 19 Long Tunnel construction engineering services; and
4. Contingency for Optional Supplemental Services to be released at the Project Director's discretion.

One additional amendment is anticipated for Section 19-2 open cut bid and construction engineering services in future Dallas bond issues.

HDR's team includes three MWBE/HUB certified sub-consultant firms - JQI for structural engineering, AZB for civil engineering and Gupta Associates for electrical/instrumentation engineering. DBE participation with these three firms is 22 percent of this amendment. Included for reference are the Fair Opportunity in Purchasing and Contracting and task fee summaries.

Management also requests that the General Manager or his designee be granted authority to execute all documents associated with the contract described herein.

This item was reviewed by the Construction and Operations Committee on February 11, 2022.

Submitted By:

Ed Weaver
IPL Program Manager



FEE SUMMARY		
Integrated Pipeline Project		
IPL Final Design of Section 19-2 and Construction Phase Services of Section 19 Tunnel Crossings		
HDR Engineering, Inc.		
Task	Description	Estimated Fee
	Basic Services	
1	PL192 Design Phase Completion and PL19 Corrosion Engineering Design Services	\$1,359,190.30
2	PL19TX Continued Construction Phase Services	\$128,215.77
3	PL19TUN Construction Phase Services	\$2,433,179.60
	Subtotal Basic Services	\$3,920,585.67
	Optional Supplemental Services	\$196,014.33
	Subtotal Optional Supplemental Services	\$196,014.33
	Total	\$4,116,600.00



Memo

TO: Ed Weaver

FROM: Matt Gaughan

DATE: February 3, 2022

SUBJECT: Recommendation for approval of a contract amendment with HDR Engineering, Inc. (HDR) for Final Design of Section 19-2 and Construction Phase Services of Section 19 Tunnel Crossings of the Integrated Pipeline (IPL).

On January 24, 2011, TRWD executed a contract with HDR Engineering, Inc. (HDR) for preliminary engineering of Section 19-2 of the Integrated Pipeline Project for a not to exceed \$3,010,000.00. The contract has been amended twice for pipeline engineering services and seven times for program wide corrosion engineering services for fees not to exceed \$12,255,307.00. Total current contract amount is \$15,265,307.00.

The proposed amendment amount of \$4,116,600.00 is for the final design of Section 19-2 pipeline and construction phase services for PL19TX and PL19TUN. Starting in 2020, HDR was authorized by change management to use design phase budget for bid and construction phase services for the Section 19 TXDOT Tunnel Crossings and collaborative procurement services for Section 19TUN Long Tunnel Crossings. These services borrowed \$1,909,000 from final design. This amendment includes design phase services budget to replenish the amount required to complete final design. The total not to exceed contract value, including this proposed amendment will be \$19,381,907.00.

This scope of work includes three (3) tasks consisting of Section 19-2 Pipeline Engineering and Section 19 Corrosion Engineering Design Services, Section 19TXDOT continued construction phase services and Section 19 Long Tunnel construction engineering services, plus a contingency for Optional Supplemental Services to be released at the Project Director's discretion. One more amendment is anticipated for Section 19-2 open cut bid and construction engineering services in future Dallas bond issues.

There are requirements for HDR to meet DBE/HUB participation goals under the Fair Opportunities in Purchasing and Contracting Program for IPL Contracts. HDR does not qualify as a DBE/HUB firm under the Fair Opportunities in Purchasing and Contracting Program. HDR's team includes three sub-consultant firms that are MWBE/HUB certified consultants. These firms will provide services amounting to 22% of the total contract amendment.

Included for reference are the Fee Summary and Fair Opportunity in Purchasing and Contracting summaries.

Fair Opportunity Purchasing

Project: Consider approval of contract amendment to contract with HDR Engineering, Inc. for Final Design of Section 19-2 and Construction Phase Services of Section 19 Tunnel Crossings of the Integrated Pipeline (IPL).

Not to Exceed \$4,116,600.00

HDR Engineering, Inc., an Engineering and Consulting company with local offices in Dallas, Texas and Fort Worth, Texas, has signed the IPL Project Fair Opportunity Purchasing documentation, and proposes to use the following sub-consultants:

Project Category: Engineering, Bid and Construction Services

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Local Contracts	\$3,149,853.67	80.0%
Non-Local Contracts	\$770,732.00	20.0%
Optional Supplemental Services	\$196,014.33	
Total This Agenda	\$4,116,600.00	

LOCAL/NON-LOCAL MWBE/HUB PARTICIPATION THIS ACTION

<u>Local</u>	<u>Certification</u>
JQI	DBE
AZB	DBE
Gupta Associates	DBE

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 11

DATE: February 15, 2022

SUBJECT: Consider Approval of Change in Calculation of Retainage with BAR Constructors, Inc. for the Joint Cedar Creek Lake Pump Station Package 2 of the Integrated Pipeline Project

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends a change in the calculation of the retainage being held for BAR Constructors, Inc. (BAR) to 1% equal to \$646,387.79 of the contract price and release of retainage currently held above this limit. All remaining contract payments are to be made in full, the Board having found that the work is substantially complete in accordance with the contract provisions for partial utilization, that satisfactory progress is being made, and the amount retained exceeds the amount to complete the work and adequate for the protection of the District. However, any changes to the contract price by change order or alternate base bid work for the project will require adjustment to the retainage schedule. The total current contract price is \$64,638,779.01 with total retainage held to date at \$1,615,495.61. With approval, \$646,387.79 equivalent to 1% of the Contract Price will be retained until final completion of the project.

DISCUSSION:

In July 2018, the District entered into a contract with BAR Constructors, Inc. for construction of the Joint Cedar Creek Lake Pump Station Package 2 to consist of site work pump station and chemical generation/feed facilities, conveyance piping and appurtenances, Owner Furnished Equipment installation, and all supporting mechanical, electrical, instrument, control, security, communications, and civil systems. In September 2019 the Board, having found that the work was 50% completed and satisfactory progress was being made, authorized a change in calculation of retainage being held for BAR Constructors, Inc. to 5% of the contract price.

By separate contract in December 2016, the District contracted with Ebara Corporation to provide Owner Furnished Equipment (pumps, motors, and drives) for the project and to perform certain testing.

BAR and Ebara have been unable to reach final Substantial Completion due to COVID-19 national and international travel restrictions and impacts to labor, equipment and material procurement, on sub-contractors, and suppliers. In December 2021 BAR requested and the Board approved a 2.5% partial release of retainage to pay sub-contractors and suppliers for work that is complete and in use, consisting of roads,

driveways, paving, fencing, buildings and enclosures, process piping, exhaust systems, bridge crane, miscellaneous metals (gratings, stairs, bollards, railings, etc.), communications and low voltage electrical systems. BAR is again requesting additional 1.5% release of retainage to continue paying sub-contractors and suppliers for work that is complete and in use. Management has reviewed the value of work remaining, primarily related to the 30-day pump performance tests, and believes that 1% retainage is sufficient to address any remaining work, outstanding issues, and/or corrections related to completing the 30-day pump acceptance testing.

The total current contract price is \$64,638,779.01 with total retainage held to date at \$1,615,495.61. BAR's project performance is satisfactory and working toward an anticipated final completion between February and April 2022. Program Management is requesting permission to release retainage of \$969,107.82 and hold retainage of \$646,387.79 being equal to 1% of the Contract Price.

The Recommendation by Staff to change the calculation of the retainage being held and Consent of Surety to Reduction in Retainage are attached.

Management also requests that the General Manager or his designee be granted authority to execute all documents associated with the contract described herein.

This item was reviewed by the Construction and Operations Committee on February 11, 2022.

Submitted By:

Ed Weaver
IPL Program Manager

Memo



TO: Ed Weaver
FROM: Jonathan Tran
COPY: Coy Veach, Robert Allen
DATE: 02/03/2022
SUBJECT: Consider Approval of a Change in Calculation of Retainage to BAR Constructors for the Joint Cedar Creek Lake Pump Station (JCC1) Package 2 Project.

BAR Constructors has reached the final completion stage of the JCC1 Project and currently working on punch list items. BAR Constructors' work on the project is acceptable and there are no outstanding issues that would indicate that a higher amount of retainage should be held. In accordance with the terms of the Agreement, the District can, under these circumstances, change the calculation of the retainage being held hold retainage to the amount representing 1% of the total Contract Price if they determine that the amount retained is adequate for the protection of the District.

BAR Constructors' performance has been satisfactory to date and BAR has provided written consent of its Surety to the reduction in retainage. The 30-day functional demonstration test is required to meet the project's specified Substantial completion milestone and complete the JCC1 Project. The project is currently delayed awaiting replacement parts for the motors from OFE009 Contract to be able to start 30-day testing. The initial schedule projection received from the OFE009 supplier in February 2022 is a 7-8-week lead time. For the JCC1 Project, the 4160V switchgear is the major project component of BAR's contract which remaining which will need to be tested. To date, 3 pumps have been run on each side of the switchgear and no issues have arisen. All other systems of the pump station have been tested and been running to date. The amount of retainage below is enough to wholly replace the switchgear if required but the TRWD is still protected by Builder's risk insurance and the project's manufacturer warranties on this equipment. The warranty for the switchgear is covered through Oct 2023.

The current Contract Price and amount subject to retainage is \$64,638,779.01. It is recommended that District hold retainage in the amount of \$646,387.79 until the Project is complete and make adjustments to this amount if any changes are made to the Contract Price by Change Order or alternate base bid work for the Project.

The Consent of Surety to Reduction in Retainage is attached.

Project:	<u>Joint Cedar Creek PS</u>	Project Number:	<u>3583</u>
Owner:	<u>Tarrant Regional Water District</u>		<u>270</u>
Contractor:	<u>BAR Constructors</u>		<u>419308 & 11558A.20</u>
Engineer:	<u>CH2M Hill & Carollo</u>		

The Surety Company, on bond of the Contractor listed above for the referenced Project, in accordance with the Contract Documents, hereby approves a reduction of or partial release of retainage to the Contractor in the amount shown below and agrees that payment of this amount to the Contractor shall not relieve the Surety Company of any of its obligations to the Owner under the terms of the Contract, and as set forth in said Surety Company's bond.

Surety Company agrees to the reduction in retainage to \$ \$646,387.79

Management recommends a change in the calculation of the retainage being held for BAR Constructors, Inc. (BAR) to 1% equal to \$646,387.79 of the contract price and release of retainage currently held above this limit. All remaining contract payments are to be made in full, the Board having found that the work is substantially complete in accordance with the contract provisions for partial utilization, that satisfactory progress is being made, and the amount retained exceeds the amount to complete the work and adequate for the protection of the District. However, any changes to the contract price by change order or alternate base bid work for the project will require adjustment to the retainage schedule. The total current contract price is \$64,638,779.01 with total retainage held to date at \$1,615,495.61. With approval, \$646,387.79 equivalent to 1% of the Contract Price will be retained until final completion of the project.

Date: February 3, 2022

Name of Surety Company: Hartford Fire Insurance Company

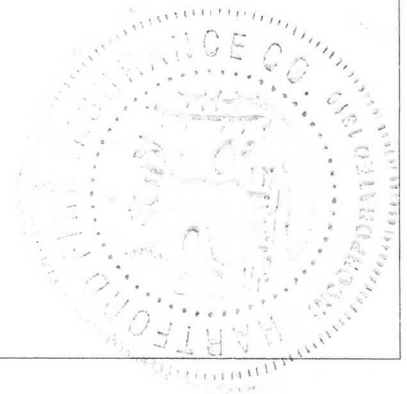
Signature: *Dawn Davis*
Authorized Representative

Title: Attorney-in-Fact

Address: 3000 Internet Drive, #600, Frisco, TX 75034

Email: Dawn.Davis@Marshmma.com

(Attach Power of Attorney and place surety seal below)



POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 BOND, T-11
 One Hartford Plaza
 Hartford, Connecticut 06155
Bond.Claims@thehartford.com
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MARSH & MCLENNAN AGENCY LLC
 Agency Code: 46-461496

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Edward R. Bowles, Dawn Davis, Walter J. DeLaRosa, DONNIE DOAN, Kristi Meek, Kae Perdue, Christen Tyner of DALLAS, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 3, 2022.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 12

DATE: February 15, 2022

SUBJECT: Consider Approval of a Change in Calculation of Retainage with IPL Partners, Inc. for Integrated Pipeline Section 17 Trinity River Tunnel

Funding: Bond Fund

RECOMMENDATION:

Management recommends a change in the calculation of the retainage being held for IPL Partners to 2.5% of the contract price and release of retainage currently held above this limit. All remaining contract payments are to be made in full, the Board having found that the work is substantially complete, that satisfactory progress is being made, and the amount retained exceeds the amount to complete the work and adequate for the protection of the District. However, any changes to the contract price by change order or alternate base bid work for the project will require adjustment to the retainage schedule. The total current contract price is \$48,500,000 with total retainage held to date at \$2,425,000. With approval, \$1,212,500, equivalent to 2.5% of the contract price, will be retained until final completion of the of the project.

DISCUSSION:

In July of 2016, the District entered into a contract with IPL Partners to construct the Section 17 Trinity River Tunnel of the Integrated Pipeline Project (IPL Project). In June of 2020 the Board, having found that the work was 50% completed and satisfactory progress was being made, authorized a change in calculation of retainage being held for IPL Partners to 5% of the contract price.

IPL Partners achieved substantial completion on January 26, 2022. IPL Partners performance is satisfactory to date and working toward an anticipated late summer 2022 final completion. Program Management is requesting permission to release \$1,212,500 to IPL Partners and retain \$1,212,500 until final completion of the of the project.

IPL Partners has provided written consent of its Surety to the reduction in retainage.

The Recommendation by Staff to change the calculation of the retainage being held and Consent of Surety to Reduction in Retainage are attached.

Management also requests that the General Manager or his designee be granted authority to execute all documents associated with the contract described herein.

This item was reviewed by the Construction and Operations Committee on February 11, 2022.

Submitted By:

Ed Weaver
IPL Program Manager



Memo

TO: Ed Weaver

FROM: Mark Lyon

COPY: Coy Veach

DATE: January 31, 2022

SUBJECT: Consider Approval of a Change in Calculation of Retainage for IPL Partners on Integrated Pipeline Section 17 Trinity River Tunnel.

IPL Partners reached the Substantial Completion milestone for the referenced project on January 26, 2022. In accordance with the terms of the Agreement, the District can, under these circumstances, change the calculation of the retainage being held. It is being requested to hold retainage to the amount representing 2.5% of the total Contract Price if they determine that the amount retained is adequate for the protection of the District.

The current Contract Price and amount subject to retainage is \$ \$48,500,000.00. The District currently holds a total of \$ \$2,425,000.00. It is recommended that District hold retainage in the amount of \$1,212,500.00 until the Project is complete. The amount of retainage will be adjusted if any changes are made to the Contract Price by Change Order or alternate base bid work for the Project.

IPL Partners performance has been satisfactory to date and IPL Partners has provided written consent of its Surety to the reduction in retainage.

The Consent of Surety to Reduction in Retainage is attached.

Consent of Surety to Reduction in Retainage

Project:	<u>IPL Section 17 Trinity River Tunnel (PL17TUN)</u>	Project Number:	<u>2933</u>
Owner:	<u>Tarrant Regional Water District</u>		<u>2363</u>
Contractor:	<u>IPL Partners, JV</u>		<u>447665</u>
Engineer:	<u>Parsons</u>		

The Surety Company, on bond of the Contractor listed above for the referenced Project, in accordance with the Contract Documents, hereby approves a reduction of or partial release of retainage to the Contractor in the amount shown below and agrees that payment of this amount to the Contractor shall not relieve the Surety Company of any of its obligations to the Owner under the terms of the Contract, and as set forth in said Surety Company's bond.

Surety Company agrees to the reduction in retainage to \$ 1,212,500.00 (2.5%)

Bond #PRF9149849

Date: January 28, 2022

Name of Surety Company: Zurich American Insurance Company

Signature: Linda K Edwards
Authorized Representative

Title: Attorney-in-Fact

Address: 2900 Marquita Dr.

Fort Worth, TX 76116

Email: linda@fsifw.com

(Attach Power of Attorney and place surety seal below)



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Steven B. SIDMONS, Holly A. GRAVENOR, Lorrie SCOTT, Shirong CHEN and Linda K. EDWARDS, all of Fort Worth, Texas, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 8th day of November, A.D. 2019.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 8th day of November, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 28th day of January, 2022.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsclaims@zurichna.com
800-626-4577



Consent of Surety to Payment Procedures

Project: <u>IPL Section 17 Trinity River Tunnel (PL17TUN)</u>	Project Number: _____
Owner: <u>Tarrant Regional Water District</u>	<u>2933</u>
Contractor: <u>IPL Partners, JV</u>	<u>2363</u>
Engineer: <u>Parsons</u>	<u>447665</u>
Contractor as Principal	Surety
Name: <u>IPL Partners, JV</u>	Name: <u>Zurich American Insurance Company</u>
Address: <u>1100 Kubota Drive</u> <u>Grapevine, TX 76051</u>	Address: <u>2900 Marquita Dr</u> <u>Fort Worth, TX 76116</u>
Telephone: _____	Telephone: <u>817-737-4943</u>
Email: _____	Email: <u>linda@fsifw.com</u>
Owner	Project Construction Manager
Name: <u>Tarrant Regional Water District</u>	Name: _____
Address: <u>800 East North Side Drive</u> <u>Fort Worth, Texas 76102-1097</u>	Address: _____
Telephone: _____	Telephone: _____
Email: _____	Email: _____
Project	Bond #PRF9149849
Effective Date of the Contract: <u>07/19/2016</u>	
Bond Amount: \$ <u>33,092,000.00</u>	Date of Bond: <u>07/20/2016</u>
<i>By executing this document, the Surety Company certifies that it has reviewed the Contractor's Schedule of Values, the Application for Payment Form, and the process for progress payments and final payment in the Contract Documents and consents to these procedures as required by Paragraph 15.01 of the General Conditions of the Contract.</i>	
Contractor as Principal	Surety
Signature: _____	Signature: <u>Linda K Edwards</u>
Name: _____	Name: <u>Linda K. Edwards</u>
Title: _____	Title: <u>Attorney-in-Fact</u>
Email: _____	Email: <u>linda@fsifw.com</u>
	<i>(Attach Power of Attorney and place surety seal below)</i>



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Steven B. SIDONS, Holly A. GRAVENOR, Lorrie SCOTT, Shirong CHEN and Linda K. EDWARDS, all of Fort Worth, Texas, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 8th day of November, A.D. 2019.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 8th day of November, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 28th day of January, 2022.



A handwritten signature in cursive script that reads "Brian M. Hodges".

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 13

DATE: February 15, 2022

SUBJECT: Discussion of the Following Proposed Board Policies: Purchasing and Procurement Policy; Fair Opportunities Purchasing and Contracting Policy

FUNDING: N/A

RECOMMENDATION: N/A

DISCUSSION:

TRWD's Governance Policies state that TRWD shall be guided by Board-adopted written policies accessible to the public that serve as a primary method by which the Board exercises its governance over the operation of the District.

This is an opportunity for board discussion of the following proposed Board Policies that cover the operational function of procurement:

Purchasing and Procurement Policy
Fair Opportunities Purchasing and Contracting Policy

Once adopted, these policies will be posted on TRWD's website.

This item was reviewed by the Administration and Policy Committee on February 8, 2022.

Submitted By:

Lisa Cabrera
Chief Human Resources Officer

DRAFT

201.0 PURCHASING AND PROCUREMENT POLICY

TRWD is committed to obtaining quality goods and services at a reasonable cost by generating competition whenever possible, when allowed or required by law. TRWD should adhere to the highest ethical values in the purchase and receipt of, and payment for, goods and services to support TRWD's business. TRWD shall comply fully with all state and federal purchasing laws, rules, and regulations.

201.1 Purpose. The purpose of this Policy is to establish authority for the purchasing function within TRWD and provide a framework that promotes and facilitates an efficient purchasing function for TRWD's acquisition of goods and services that complies with all applicable state and federal purchasing laws.

201.2 Scope. This Purchasing Policy applies to all TRWD employees and officials involved in the purchasing process. This Policy applies to TRWD's purchase of goods or services made with funds approved by the Board.

201.3 Definitions. The following definitions apply to this Purchasing Policy:

Bidder - A company that submits a bid in response to a solicitation for goods or services.

Change Order – A document used in construction contracts to change the contract by modifying the plans, specifications, or scope of work after the performance of the contract has begun and potentially increasing or decreasing the contract amount. Change Orders may also be used to decrease or increase the quantity of the work to be performed or of the materials, equipment, or supplies to be furnished under a contract.

Confidential/Proprietary Information - Information provided in response to a request for a bid, proposal, or qualification by a bidder (a vendor, contractor, potential vendor, or potential contractor) to which the bidder claims ownership or exclusive rights and which is protected from disclosure under the Texas Public Information Act, Texas Government Code § 552.1101.

Contract - A formal, written agreement executed by an authorized TRWD employee containing the terms and conditions under which goods or services are furnished to TRWD.

Goods - Any personal property purchased by TRWD, including equipment, supplies, material, and component or repair parts.

Offeror - A company that submits a proposal in response to a TRWD purchasing or procurement request.

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Services – The furnishing of labor and any ancillary materials by a vendor that does not include the delivery of a tangible end product and includes all work or labor performed for TRWD on a contractual basis including maintenance, construction, manual, clerical, personal, or professional services.

Specifications - A concise description of the goods or services that TRWD seeks to procure and the requirements the vendor must meet to be considered for award. The specification is the total description of the item or services to be purchased.

Vendor – A supplier of goods or services to TRWD.

201.4 General Purchasing and Procurement Authority. The General Manager has designated the Purchasing Department as the purchasing and procurement authority for TRWD. The General Manager has designated the Purchasing Manager to determine the purchase or procurement method that provides the best value for TRWD that is consistent with this Policy and complies with the laws applicable to the District.

201.5 Contracting and Signature Authority. Unless contracting authority is otherwise delegated by the Board, all contracts that have a value of \$ 75,000 or greater must be approved by the Board. Change orders to existing contracts that would increase or decrease the contract by more than \$50,000 must be approved by the Board. Subject to the Procurement Requirements set forth in 201.9.6, the Board delegates to the TRWD staff-member responsible for administering a construction contract the authority to approve a change order that involves an increase or decrease of \$50,000 or less, as allowed by Texas Water Code § 49.273(i).

Except for documents required by law to have the Board President's signature, the Board delegates to the General Manager signature authority for all TRWD contracts. The General Manager may establish designees to sign contracts at specific amounts in a written Delegation of Signature Authority memorandum that is presented to the Board.

201.5.1 Renewal of Hardware/Software Maintenance and Support Agreements. The Board delegates authority to the General Manager, the Deputy General Manager, Chief Water Resources Officer, and the Chief Administrative Officer to approve renewal of annual hardware/software maintenance and support agreements. The General Manager or designee shall notify the Administration and Policy Committee regarding approval of any agreement for renewal of hardware/software maintenance and support over \$75,000.

201.5.2 Original Equipment Manufacturer (OEM) Repairs and Maintenance. The Board delegates authority to the General Manager, the Deputy General Manager, the Chief Financial Officer, and the Chief Operations Officer to

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approve contracts for pump station maintenance and large equipment repairs of \$75,000 or more using original equipment manufacturers or their authorized dealers. The General Manager or designee shall notify the Construction and Operations Committee regarding approval of any OEM items over \$75,000.

201.6 Development of Purchasing Procedures. The General Manager or designee shall establish and implement administrative procedures or guidelines consistent with this Policy to guide TRWD in its purchasing function. The administrative procedures should include:

- A more detailed discussion of permissible competitive procurement methods TRWD may use;
- Specific state procurement requirements;
- Requirements for TRWD contracts and change orders to contracts that comply with all applicable law and TRWD's practice; and
- Safeguards for the detection and prevention of fraud, waste, and abuse in TRWD's purchasing process.

The administrative procedures should ensure that TRWD's purchasing and procurement processes are fair and equitable, foster competition, and result in the provision of quality goods and services to TRWD at a reasonable cost.

201.7 Conduct of Purchasing Employees. TRWD employees assigned to the Purchasing Department and any other TRWD employees who are involved directly or indirectly in TRWD's procurement and purchasing process must follow TRWD's Board-adopted Employee Code of Ethics and must:

- Avoid activities that compromise or give the perception of compromising the best interests of TRWD;
- Avoid the knowing use of confidential or proprietary information for actual or anticipated gain;
- Maintain the confidentiality of the proprietary information of bidders and offerors, to the extent allowed by law;
- Avoid any activity that would create a conflict between their personal interest and the interest of TRWD;

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- Avoid the appearance of unethical or compromising practices in relationships, actions, and communications associated with TRWD's purchase or procurement of goods or services;
- Avoid soliciting or accepting money, loans, gifts, favors, or anything of value, from present or potential vendors that might influence or give the perception of influencing a purchasing decision; and
- Never purchase goods or services for or on behalf of TRWD that are for their own personal benefit.

If any conflict or potential conflict of interest exists, the employee shall notify the Purchasing Manager in writing. If the Purchasing Manager finds that the employee has a conflict of interest, the employee will remove themselves from the purchasing or procurement process.

201.8 Violations. A violation or unauthorized departure from this Policy or the administrative procedures created to effectuate this Policy may result in removal from TRWD's purchasing process, disciplinary action up to and including termination as determined by the General Manager or designee, and possible criminal penalties.

201.9 Procurement Requirements. The following reflects TRWD's requirements for certain types of procurement.

The following strategies that are employed with the intention of circumventing the formal competitive bidding process are prohibited:

- Component Purchases – Purchasing a series of component parts or goods that, in normal purchasing practices, would be made in a single purchase.
- Separate Purchases - Purchasing goods or services in a series of separate purchases that, in normal purchasing practices, would have been made in a single purchase.
- Sequential Purchases – Purchases of items made over a period of time that, in normal purchasing practices, would be made in a single purchase.

201.9.1. Construction, Equipment, Materials, and Machinery Contracts. For purchases over \$25,000 but less than \$75,000, TRWD shall solicit three formal bids on a uniform set of specifications as set forth in Texas Water Code § 49.273(e). Responses to the solicitation are not required to be sealed.

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For purchases over \$75,000, TRWD shall solicit three formal bids on a uniform set of specifications. Responses to this solicitation must be sealed. TRWD shall advertise the solicitation in a newspaper with general circulation in TRWD's geographical area once a week for two consecutive weeks before the bids are opened, and the first publication must be at least fourteen days prior to the date of the opening of the sealed bids as required by Texas Water Code § 49.273(d).

201.9.2. Professional or Consulting Services. In accordance with Texas Government Code § 2254.003(a), TRWD may not select a provider of professional services on the basis of competitive bids but rather shall make its selection and award a contract on the basis of demonstrated competence and qualifications to perform the services and for a fair and reasonable price. Under Texas Government Code § 2254.002(2)(A), Professional Services include accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, professional nursing, and forensic science.

In accordance with 30 Texas Administrative Code § 292.13(4), TRWD shall maintain a list of at least three qualified persons or firms for each area of professional service used by the District. The pre-qualified persons or firms shall be sent a request for proposal for any contract award for a new project which is expected to exceed \$25,000.

In selecting attorneys, engineers, auditors, financial advisors, or other professional consultants, TRWD shall follow the procedures provided in the Professional Services Procurement Act, Texas Government Code Chapter 2254, Subchapter A, as required by Texas Water Code § 49.057(d).

TRWD shall select consultants, who study or advise TRWD under a contract but do not have a traditional employer-employee relationship with TRWD, based on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the services.

201.9.3 High-Technology Procurement. TRWD shall procure equipment, goods, or services of a highly technical nature, as defined by Texas Local Government Code § 252.001(4), of more than \$50,000 by using appropriate local government cooperative purchasing programs, a request for proposal, or competitive sealed bidding.

201.9.4 Reverse Auction Procedure. TRWD may use the reverse auction procedure, as defined by Texas Government Code § 2155.062(d).

201.9.5. Fuel Purchases. Fuel purchases will be procured based on the dollar limit thresholds listed in Section 201.9.1. The purchase requisition for fuel purchases should include, at a minimum: the type of fuel needed; the amount needed to include the unit of measure; the location of fuel delivery; and the required delivery date.

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201.9.6 Change Order Limitations. Change orders are not subject to the requirements of 201.9.1. In accordance with Texas Water Code § 49.273(i), change orders, in the aggregate, may not increase the original contract price by more than twenty-five (25) percent. The aggregate of change orders that increase the original contract price by more than twenty-five (25) percent may be issued only as a result of unanticipated conditions encountered during construction, repair, renovation, or changes in regulatory criteria or to facilitate project coordination with other political.

201.10. Restriction of Communication. Once a formal procurement process has begun, all communication with bidders or potential bidders regarding the competitive solicitation must be made by and through the Purchasing Department. Any and all other communication between a bidder/offeror and TRWD staff concerning the competitive solicitation is strictly prohibited. Failure to comply with this requirement may result in TRWD disqualifying the bidder's/offeror's submittal.

This restriction on communication applies only to communications regarding the competitive solicitation and does not prohibit a bidder or potential bidder from communicating with the Board or TRWD staff regarding ongoing business with TRWD or contracts previously executed with TRWD.

201.11 Certificate of Interested Parties. Before TRWD enters into a contract that requires Board approval or has a value of at least \$1,000,000, or is for services that would require a person to register as a lobbyist under Texas Government Code Chapter 305, the business entity must submit a disclosure of interested parties (Form 1295) with the Texas Ethics Commission, as required by Texas Government Code § 2252.908.

201.12 Cooperative Purchasing. TRWD may use local government cooperative purchasing programs created in accordance with state law to satisfy its competitive bidding requirements. All matters relating to or purchases made through a cooperative purchasing program should be handled by the Purchasing Department.

201.13 Exemptions to Competitive Purchasing. TRWD is not required to utilize competitive bidding in the following circumstances:

- TRWD may contract with any person to provide laboratory or environment services related to the environment, health, or drinking water testing.
- TRWD is not required to advertise or seek competitive bids for repairs and maintenance if the scope or extent of the repair work cannot be readily ascertained or if the nature of the repair work does not readily lend itself to competitive bidding.

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- TRWD is not required to advertise or seek competitive bids for security or surveillance systems or components of or additions to TRWD facilities relating to security or surveillance, including systems used for the prevention of terrorist or criminal acts and incidents or acts of war, if the Board finds that doing so would compromise the safety and security of TRWD facilities or residents.
- TRWD is not required to advertise or seek competitive bids for the purchase of electricity for use by the District.
- TRWD is not required to advertise or seek competitive bids for contracts for services related to compliance with a state or federal construction storm water requirement, including acquisition of permits, construction, repair, and removal of temporary erosion control devices, cleaning of silt and debris from streets and storm sewers, monitoring of construction sites, and preparation and filing of all required reports.
- TRWD may purchase equipment, materials, or machinery at an auction that is open to the public.
- If TRWD experiences an emergency condition that may create a serious health hazard or unreasonable economic loss to TRWD that requires immediate corrective action, TRWD may negotiate limited duration contracts to make the necessary repairs. TRWD shall comply with all requirements of Texas Water Code § 49.274 regarding such contracts.
- If goods or services are available from only one source and unique to one vendor, to the best of TRWD's belief based upon thorough research, TRWD may purchase such sole source goods or services without competitive bidding.

201.14 Fair Opportunities and Diverse Businesses. TRWD is committed to promoting full and equal opportunity for all business to supply the goods and services needed to support the mission and operations of the District. TRWD encourages the participation and use of certified Diverse Businesses—businesses that are minority-owned, woman-owned, socially disadvantaged, economically disadvantaged, small, service-disabled, and/or historically underutilized businesses—in the District's procurement processes through neutral means. The Purchasing Department will ensure that the Board-adopted Fair Opportunities Purchasing and Contracting Policy is followed in TRWD's purchasing and procurement processes.

201.15 Procurement Cards (P-Cards). TRWD may use Procurement Cards, or P-Cards, in certain circumstances to provide an expedient and efficient method of purchasing relatively small-dollar items. Procurement Cards should only be provided to

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identified TRWD staff as determined the General Manager or designee. The General Manager or designee shall establish a process for issuing P-Cards and tracking use of P-Cards.

All purchasing with Procurement Cards shall be made in strict compliance with this Policy and any established administrative procedures governing the use of P-Cards. Procurement Cards shall not be used to circumvent TRWD's purchasing and procurement process. Under no circumstance can the holder of a Procurement Card use the P-Card for a personal purchase or a single purchase that exceeds the cardholder's purchasing authority set forth in TRWD procedures.

TRWD shall establish administrative procedures for the responsible and lawful use of Procurement Cards.

201.16 Electrical Energy Procurement. TRWD may purchase energy in regulated service areas, such as through rural electric cooperatives, and deregulated service areas, through a Retail Electric Provider (REP). TRWD shall procure energy consistent with the risk profile strategies identified by the General Manager or designee that have been presented to the Board.

TRWD shall establish administrative procedures regarding energy procurement that address:

- TRWD's risk profile for purchasing power;
- TRWD's approach for procuring power in regulated service areas and deregulated service areas;
- TRWD's commitment to the use of renewable energy;
- The approval of power purchases;
- The process for amendments to contracts related to energy procurement with REPs,
- Adding or replacing an REP; and
- Any delegated authority for energy procurement.

Any energy procurement that extends the term of the contract shall require approval of the Construction and Operations Committee. Power purchases within the term of an existing contract will require the approval of the Construction and Operations Committee, except when the window of opportunity due to operational needs or market conditions requires rapid response. In this case, the General Manager or their designee may approve power purchases and notify the Construction and Operations Committee.

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A regular update regarding TRWD's Energy Procurement will be provided to the Board. The General Manager or designee should maintain a document or memorandum regarding Delegated Authority for Energy Procurement. This memorandum, with any changes, should be provided to the Board with TRWD's update regarding Energy Procurement.

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202 FAIR OPPORTUNITIES PURCHASING AND CONTRACTING POLICY

202.1 Purpose. The purpose of this Policy is to set forth TRWD's commitment to promoting full and equal opportunity for all businesses to participate in contracting to supply the goods and services needed to support the mission and operations of the District. TRWD has a continuing goal to encourage the participation and use of Diverse Businesses, as defined below, and involve Diverse Businesses in a meaningful way in all facets of TRWD's contracting and purchasing processes and activities through neutral means.

202.2 Scope. This Policy applies to all TRWD employees and officials involved in the purchasing process and all Contractors, as defined below, and potential Contractors seeking to be engaged or retained by TRWD to provide goods or services of any type or nature to the District.

202.3 Definitions. The following definitions apply to this Policy.

Diverse Business: The term Diverse Business shall mean a business that is minority-owned, woman-owned, socially disadvantaged, economically disadvantaged, small, service-disabled, or historically underutilized that has a certification by an organization identified and listed in Section 202.14 of this Policy.

Contractors: The term Contractors shall mean suppliers, vendors, consultants, and other companies engaged or retained by TRWD to provide services of any type or nature to the District.

Subcontractors: The term Subcontractors shall mean companies engaged by Contractors to provide services of any type or nature to the District.

202.4 Opportunities for Diverse Businesses. TRWD strives to involve certified Diverse Businesses as feasible in the procurement of goods, equipment, services, and construction projects, while maintaining competition, competitive prices, and quality of work standards. TRWD should demonstrate good faith efforts to provide for meaningful participation by Diverse Businesses in the provision of goods and services.

202.5 Prohibition on Discrimination in Procurement and Contracting. TRWD shall not discriminate on the basis of race, color, national origin, age, sex, sexual orientation, gender identity or expression, pregnancy status, religion, disability, genetic information, veteran status, or political affiliation in the award and/or performance of contracts.

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202.6 Expectations for Contractors and Subcontractors. TRWD encourages and affirms the good faith efforts of businesses that recognize and practice similar business standards. All Contractors, Subcontractors, and professionals doing business or anticipating doing business with TRWD shall support, encourage, and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses.

TRWD's Contractors and Subcontractors shall not discriminate on the basis of race, color, national origin, age, sex, sexual orientation, gender identity or expression, pregnancy status, religion, disability, genetic information, veteran status, or political affiliation in the award and/or performance of contracts.

202.7 Contractor Reporting Procedures. All Contractors are to report their subcontracting and/or supplying activities with Diverse Businesses on each invoice submitted to TRWD for payment throughout the life of the contract. Contractors must submit to TRWD the Subcontractor's or supplier's verified certification qualifying them as a Diverse Business and both the Diverse Business participation percentage in the total contract and the specific dollar amount spent through Diverse Businesses.

202.8 Contractor Compliance. TRWD reserves the right to review the certification status of any Contractor applying to do business with the District to determine the validity and authenticity of the Contractor's certification as a Diverse Business.

TRWD's Purchasing Department is responsible for communicating to the selected Contractor(s) this Policy and TRWD's commitment to and goals regarding the participation and use of Diverse Businesses. TRWD's Purchasing Department is also responsible for establishing expectations with Contractors to ensure compliance with this Policy. TRWD's Purchasing Department will verify all certifications qualifying a Contractor or Subcontractor as a Diverse Business with the appropriate certifying agency identified and listed in Section 202.14 of this Policy.

TRWD reserves the right to conduct a third-party audit of all documentation and reports submitted in accordance with this Policy by a Contractor and/or any entity awarded a contract by TRWD.

The intentional misrepresentation of facts related to certification as a Diverse Business or use of Diverse Businesses by a Contractor or potential contractor trying to receive a contract award from TRWD may result in the barring of receipt of bids and or quotations from the Contractor or potential Contractor for a specified period of time which may be determined on a case-by-case basis.

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202.9 Good Faith Efforts. The following are examples of good faith efforts TRWD can use and encourages its Contractors to use to provide for meaningful participation by Diverse Businesses in the provision of goods and services to the District.

- Identify opportunities for involvement of Diverse Businesses and encourage Diverse Businesses to qualify for and submit offers on TRWD's solicitations for goods and services.
- Divide work to be contracted into smaller portions where technically and economically feasible to further facilitate the use of Diverse Businesses.
- Make plans and specifications for prospective work available to Diverse Businesses in sufficient time for review.
- Ensure that Diverse Businesses are aware of opportunities to participate in TRWD's procurement and contracting processes.
- Actively and affirmatively solicit bids and offers from Diverse Businesses, including circulation of solicitations to affiliated associations.
- TRWD will use and recognize the Texas Unified Certification Program (TUCP) and all certifications received from any TUCP member in conjunction with the implementation of this Policy.
- Diverse Businesses that are selected as prime contractors will be given credit for the portion of the actual work performed. The Diverse Business prime contractor remains responsible for complying with this Policy with respect to subcontracting and taking good faith efforts to provide for meaningful participation by Diverse Businesses in the subcontracting for the provision of goods and services to TRWD.
- Use the services of and cooperate with organizations that provide technical assistance and training in connection with ensuring participation of Diverse Businesses in public procurement and contracting.
- Encourage the formation of joint ventures, partnerships, or other similar arrangements among Contractors where appropriate to enhance the participation of Diverse Businesses.
- Ensure that provision is made to provide payments on a timely basis as specified in individual project contracts.
- Evaluate projects in excess of \$50,000 in the planning phase to determine opportunities to set project-specific Diverse Business goals. The project goals shall be reasonable, expressed as a percentage of the total contract, and based on the specific subcontracting opportunities required to complete

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the project and the availability of Diverse Businesses in the identified areas needed.

- Provide potential Contractors a copy of this Policy and clearly communicate TRWD's expectation that all Contractors demonstrate good faith efforts in actively soliciting and supplying Diverse Businesses opportunities as Subcontractors and follow TRWD's expectations regarding outreach to Diverse Businesses.

202.10 Monitoring and Training Regarding Use of Diverse Businesses. The General Manager or designee is responsible for tracking and monitoring Diverse Business participation in TRWD's purchasing and contracting processes. The General Manager or designee shall ensure all TRWD Departments are aware of this Policy and receive training regarding this Policy, as well as training about TRWD's expectations and goals regarding the participation and use of Diverse Businesses.

202.11 Development of Procedures. The General Manager or designee shall establish and implement administrative procedures and strategies, that comply with all applicable law, that identify the good faith efforts TRWD will take to provide equal opportunity to Diverse Businesses and how this Policy will be effectuated throughout the District.

202.12 Reporting to Board. The General Manager or designee shall present a report mid-year and annually to the Board regarding TRWD's good faith efforts and successes in the provision of equal opportunity to Diverse Businesses.

202.13 Legal Compliance. Nothing in this Policy shall be interpreted or construed to require TRWD to award a contract other than in a manner that complies with all applicable law and, in the Board's judgment, will be most advantageous to TRWD and result in the best and most fiscally prudent completion of proposed projects, improvements, facilities, works, equipment, and appliances for the District.

202.14 Recognized Certifications and Certification Agencies. TRWD accepts and recognizes the following Diverse Business certifications from the agencies listed below.

Acceptable Certifications

- M/WBE – Minority or Women-Owned Business Enterprise
- HUB – Historically Underutilized Business

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- SBE – Small Business Enterprise
- WBE – Woman Business Enterprise
- DBE – Disadvantaged Business Enterprise
- Diverse Business – minority-owned, woman-owned, socially disadvantaged, economically disadvantaged, small, service-disabled, and/or historically underutilized business
- TUCP – Texas Unified Certification Program

Acceptable Certification Agencies

- North Central Texas Regional Certification Agency (NCTRCA)
- South Central Texas Regional Certification Agency (SCTRCA)
- TxDot DBE Certification
- DFW Minority Supplier Development Council (DFWMSDC)
- Woman's Business Council – Southwest (WBCS)
- State of Texas HUB
- TUCP – Texas Unified Certification Program

Certification from Small Business Administration (SBA)

TRWD will also recognize the following certifications from the SBA:

- Small Disadvantaged Business
- 8(a) Business Development Program
- HUB Zone Program
- Service-Disabled Veteran-Owned Businesses
- Woman-Owned Small Businesses

202.15 The TRWD/Dallas Integrated Pipeline Project (IPL). TRWD and the City of Dallas Water Utilities (DWU) have partnered to finance, plan, design, construct, and

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operate the IPL Project. Appendix A to this Policy contains additional requirements, adopted by the Board with this Policy, related to the IPL Project.

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 14

DATE: February 15, 2022

SUBJECT: Consider Approval of Contract Renewal and Extension with Mark L. Mazzanti for Consulting Services

FUNDING: Fiscal Year 2022 Special Projects/Contingency Fund - \$200,000

RECOMMENDATION:

Management recommends approval of contract renewal and extension **in the amount of \$7,500/month** with Mark L. Mazzanti for consulting services.

DISCUSSION:

The Trinity River Vision Authority (TRVA) Board of Directors entered into a Consulting Services Agreement with former USACE executive Mark L. Mazzanti effective November 15, 2019 for a twenty-four (24) month term.

Effective December 4, 2019, the Agreement was assigned to TRWD.

The term of the Agreement has expired, and the TRVA Board recommends its renewal and extension to the TRWD Board on the following material terms:

- One-year term from February 1, 2022
- Compensation of \$7,500 per month
- Retention of the right by either party to terminate on 30 days notice

This item was approved by the TRVA Board of Directors on January 27, 2022.

Submitted By:

Dan Buhman
General Manager

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 16

DATE: February 15, 2022

SUBJECT: Executive Session

FUNDING: N/A

RECOMMENDATION:

Section 551.071 to Consult with Legal Counsel on a Matter in Which the Duty of Counsel Under the Texas Disciplinary Rules of Professional Conduct Clearly Conflicts with Chapter 551, Texas Government Code and to Conduct a Private Consultation with Attorneys Regarding Pending or Contemplated Litigation, Including an Ongoing Investigation and Regarding the Mary's Creek Water Reclamation Facility; and

Section 551.072 to Deliberate the Purchase, Exchange, Lease or Value of Real Property

DISCUSSION:

- Conflict of duty of counsel
- Pending litigation
- Real property issues

Submitted By:

Alan Thomas
Deputy General Manager

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 17

DATE: February 15, 2022

SUBJECT: Consider Approval of Sale of Approximately 6.27 acres of land in the G. Y'Barbo Survey, A-607, Kaufman, County, Texas

DISCUSSION:

This agenda item is pending negotiations and is subject to review and approval by the TRWD Board of Directors.

Next Scheduled Board Meeting

March 22, 2022