

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 22nd Day of March 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>. A RECORDING OF THE MEETING WILL ALSO BE AVAILABLE AT <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, March 21, 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 the Minutes from the Meeting Held on February 15, 2022
4. Presentation by Elizabeth Basham, Executive Director of Trinity Collaborative, Inc.

5. **Consider Approval of Depository Contract with JPMorgan Chase - Sandy Newby, Chief Financial Officer**
6. **Consider Approval of Contract Extension with Innovative Management Solutions, Inc. for Program Controls on Central City Flood Control Program - Woody Frossard, Project Manager, Panther Island/Central City Flood Project**
7. **Consider Approval of Reimbursement Agreement with Energy Transfer Fuel, LP for Relocation of a Pipeline within the Gateway Oxbow Valley Storage Site E - Woody Frossard, Project Manager, Panther Island/Central City Flood Project**
8. **Consider Approval of Contract Amendment with Black & Veatch Corporation for Professional Land Surveying and Envision Application Support Services for the Cedar Creek Pipeline Replacement Project in the Mansfield to Waxahachie Area - Jason Gehrig, Infrastructure Engineering Director**
9. **Consider Approval of Contract Amendment with HDR Engineering, Inc. for Corrosion Control Engineering Services for the Cedar Creek Pipeline Replacement Project in the Mansfield to Waxahachie Area - Jason Gehrig, Infrastructure Engineering Director**
10. **Consider Approval of Release of Retainage, Final Payment and Contract Closeout to Thalle Midlothian Partners, LLC for PL1213MBR Project of the Integrated Pipeline Project - Ed Weaver, IPL Program Manager**
11. **Consider Approval of Task Order Contract with Accurate Inspections, Inc. for Construction Materials Inspection and Testing Services of IPL Section 19 Long Tunnel Crossings of the Integrated Pipeline Project - Ed Weaver, IPL Program Manager**
12. **Consider Approval of Task Order Contract with E TTL Engineers and Consultants, Inc. for Construction Materials Inspection and Testing Services of IPL Section 19 Long Tunnel Crossings of the Integrated Pipeline Project - Ed Weaver, IPL Program Manager**
13. **Consider Approval of Task Order Contract with Steel Inspectors of Texas, Inc. for Construction Materials Inspection and Testing Services of IPL Section 19 Long Tunnel Crossings of the Integrated Pipeline Project - Ed Weaver, IPL Program Manager**
14. **Consider Approval of Contract with Shermco Industries to Replace Seven Protective Relays at Richland-Chambers High Capacity Booster Pump Station Main #2, Station Service Breaker and Pump Units 4 and 5 - Darrell Beason, Chief Operations Officer**

15. **Consider Approval of Capital Equipment Expenditures - Darrell Beason, Chief Operations Officer**
16. **Consider Approval of Operations Maintenance Expenditures - Darrell Beason, Chief Operations Officer**
17. **Consider Appointment of Director to the Trinity River Vision Authority Board of Directors - Dan Buhman, General Manager**
18. **Staff Updates**
 - **Transparency Update - Sandy Newby, Chief Financial Officer**
 - **Public Affairs Update - Chad Lorange, Public Affairs Officer**
 - **Water Resources Update - Rachel Ickert, Chief Water Resources Officer**
19. **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 Discuss Pending or Contemplated Litigation Related to the Mary's Creek Water Reclamation Facility; and

Section 551.074 to Deliberate Regarding Personnel Matters - General Manager Employment and Compensation
20. **Consider Approval and Adoption of the Following Proposed Board Policies to be Effective April 1, 2022: Purchasing and Procurement Policy; Fair Opportunities Purchasing and Contracting Policy - Lisa Cabrera, Chief Human Resources Officer**
21. **Future Agenda Items**
22. **Schedule Next Board Meeting**
23. **Adjourn**

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF
TARRANT REGIONAL WATER DISTRICT
HELD ON THE 15th DAY OF FEBRUARY 2022 AT 9:00 A.M.

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

Present
Leah King
Jim Lane
Marty Leonard
Mary Kelleher

Absent
James Hill

Also present were Dan Buhman, Alan Thomas, Lisa Cabrera, Steve Christian, Linda Christie, Woody Frossard, Ellie Garcia, Jason Gehrig, J.D. Granger, Rachel Ickert, Laramie LaRue, Chad Lorance, Sandy Newby, Rick Odom, and Ed Weaver of the Tarrant Regional Water District (District or TRWD). Also in attendance was Carlos Lopez 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, who indicated he would speak regarding agenda items 2, 5, 6, 8, 13, 14, and 15. Public comment was received from Joyce Baker who indicated she would speak regarding agenda item 2. Public comment was received from Doreen Geiger who indicated she would speak regarding

item 8. Public comment was received from Lon Burman who indicated he would speak regarding agenda item 2. Public comment was received from Jackee Cox who indicated she would speak regarding agenda items 8 and 14. Public comment was received from Claudia Blalock who indicated she would speak regarding agenda item 2 and water conservation.

3.

On a motion made by Director Leonard and seconded by Director Kelleher, the Directors voted to approve the corrected minutes from the Board meeting held on December 14, 2021. It was accordingly ordered that these minutes be placed in the permanent files of the District.

4.

On a motion made by Director Lane and seconded by Director Kelleher, the Directors voted to approve the minutes from the Board meetings held on January 18, 2022 and February 2, 2022. It was accordingly ordered that these minutes be placed in the permanent files of the District.

5.

With the recommendation of management, Director Lane moved to approve an agreement in the amount of \$122,190 with Glass House Strategy to manage and develop new marketing material for the seventh year of the regional water conservation public awareness campaign, "Water Is Awesome." In addition, the General Manager or his designee is granted authority 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 from the Construction and Operations Committee for services over \$75,000. Funding for this item is included in the Fiscal Year

2022 Revenue Fund Budget. Director Leonard 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 \$3,955,554 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 for this item is included in the Bond Fund. Director Kelleher seconded the motion and the vote in favor was unanimous.

7.

With the recommendation of management, Director Kelleher moved to approve a contract in an amount not-to-exceed \$770,508 with Carollo Engineers, Inc. for engineering services for the System Operating Permit evaluation. Funding for this item is included in the Fiscal Year 2022 Revenue Fund Budget. Director Leonard seconded the motion and the vote in favor was unanimous.

8.

With the recommendation of management, the Board tabled this item. Director Kelleher requested staff consider public comments regarding this item when preparing it for future Board review.

9.

With the recommendation of management, Director Leonard moved to approve release of 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. Funding for this item is

included in the Fiscal Year 2022 Special Projects/Contingency Fund. Director Kelleher seconded the motion and the vote in favor was unanimous. The Board commended District staff for their commitment to this clean-up effort and continued dedication to environmental stewardship.

10.

With the recommendation of management, Director Lane moved to approve 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. 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 Kelleher seconded the motion and the vote in favor was unanimous.

11.

With the recommendation of management, Director Leonard moved to approve a change in the calculation of the retainage being held for BAR Constructors, Inc. 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. 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.

12.

With the recommendation of management, Director Lane moved to approve a change in the calculation of the retainage being held for IPL Partners to 2.5%, equal to \$1,212,500 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. 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.

13.

The Board of Directors discussed the following proposed Board-adopted policies that cover the operational function of procurement: Purchasing and Procurement Policy, and Fair Opportunities Purchasing and Contracting Policy. Director Kelleher praised the District's efforts to ensure transparency in the contracting process.

14.

With the recommendation of management, Director Lane moved to approve a contract renewal and extension in the amount of \$7,500/month with Mark L. Mazzanti for consulting services. Funding for this item is included in the Fiscal Year 2022 Special Projects/Contingency Fund Budget. Director Leonard seconded the motion and the vote in favor was unanimous.

15.

Staff Updates

- Quarterly Financial Update

- Mary's Creek Water Reclamation Facility Update
- Central City Initiative Funding Update
- Emergency Preparedness Plan Update

16.

The Board next held an Executive Session commencing at 10:52 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 11:02 a.m., the President reopened the meeting.

17.

With the recommendation of management and General Counsel, Director Lane moved to approve conveyance of approximately 6.27 acres of land owned by TRWD in the Y'Barbo Survey, A-607, Kaufman County, Texas, for the appraised value of \$81,500, such land to be conveyed by TRWD being more specifically described on the accompanying resolution and in the survey plat attached hereto.

7509 PENNRIDGE CIRCLE
ROWLETT, TX 75088

SURVEY PLAT



FIRM REGISTRATION NO. 10194366

BARRY S. RHODES Registered Professional Land Surveyor (214) 326-1090

This is to certify that I have, this date, made a careful and accurate survey on the ground of property located at No. _____ U.S. HIGHWAY 175, in the City of KEMP Texas.

BEING all that certain lot, tract or parcel of land situated in the G. Y'Barbo Survey, Abstract No. 607, Kaufman County, Texas, being a tract of land described in deed to Tarrant County Water Control and Improvement District Number One, recorded in Volume 479, Page 485, Deed Records, Kaufman County, Texas (D.R.K.C.T.), and being more particularly described by the following metes and bounds description:

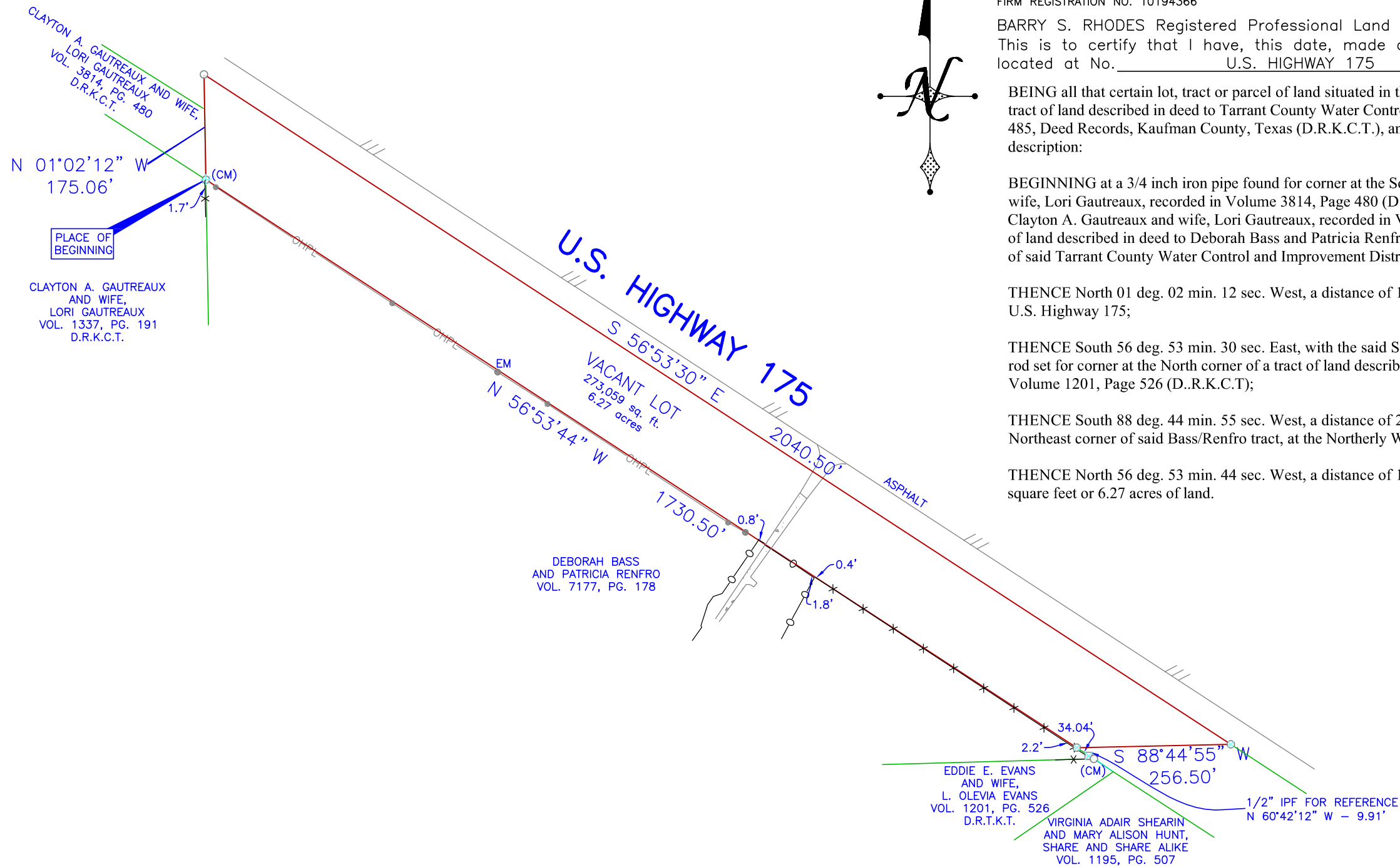
BEGINNING at a 3/4 inch iron pipe found for corner at the South corner of a tract of land described in deed to Clayton A. Gautreaux and wife, Lori Gautreaux, recorded in Volume 3814, Page 480 (D.R.K.C.T), at the Northeast corner of a tract of land described in deed to Clayton A. Gautreaux and wife, Lori Gautreaux, recorded in Volume 1337, Page 191 (D.R.K.C.T), being the Northwest corner of a tract of land described in deed to Deborah Bass and Patricia Renfro, recorded in Volume 7177, Page 178, (D.R.K.C.T.), being the West corner of said Tarrant County Water Control and Improvement District Number One tract;

THENCE North 01 deg. 02 min. 12 sec. West, a distance of 175.06 feet to a 1/2 inch iron rod found for corner in the Southwest line of U.S. Highway 175;

THENCE South 56 deg. 53 min. 30 sec. East, with the said Southwest line a distance of 2,040.50 feet to a 1/2 inch yellow-capped iron rod set for corner at the North corner of a tract of land described in deed to Eddie G. Evans and wife, L. Olevia Evans, recorded in Volume 1201, Page 526 (D.R.K.C.T);

THENCE South 88 deg. 44 min. 55 sec. West, a distance of 256.50 feet to a 1/2 inch yellow-capped iron rod set for corner in the Northeast corner of said Bass/Renfro tract, at the Northerly West corner of said Evans tract;

THENCE North 56 deg. 53 min. 44 sec. West, a distance of 1,7430.50 feet to the PLACE OF BEGINNING and containing 273,059 square feet or 6.27 acres of land.



ACCEPTED BY: _____

The plat hereon is true, correct, and accurate representation of the property as determined by survey, the lines and dimensions of said property being as indicated by the plat; the size, location and type of building and improvements are as shown, all improvements being within the boundaries of the property, set back from property lines the distance indicated, or visible and apparent easements. TITLE AND ABSTRACTING WORK FURNISHED BY N/A

THERE ARE NO ENCROACHMENTS, CONFLICTS, OR PROTRUSIONS, EXCEPT AS SHOWN.
Scale: 1" = 200'
Date: 10-25-2021
G. F. No.: N/A
Job no.: 202108380-01
Drawn by: BM
USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR OTHER PARTIES SHALL BE AT THEIR RISK AND UNDERSIGNED IS NOT RESPONSIBLE TO OTHER FOR ANY LOSS RESULTING THEREFROM.
THIS SURVEY WAS PERFORMED EXCLUSIVELY FOR DEBBY BASS

BEARINGS ARE BASED ON NAD 83 DATUM, TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE

| LEGEND | |
|------------|---------------------------------|
| WOOD FENCE | TEXT |
| CHAIN LINK | IMPROVEMENTS |
| IRON FENCE | BOUNDARY LINE |
| WIRE FENCE | EASEMENT/SETBACK |
| CM | RESIDENCE |
| MRD | MONUMENTS OF RECORD DIGNITY |
| ○ | 1/2" IRON ROD FOUND |
| ○ | 1/2" YELLOW-CAPPED IRON ROD SET |
| □ | 1/2" IRON PIPE FOUND |
| □ | FOUND 'X' |
| ○ | 3/8" IRON ROD FOUND |
| ○ | 3/4" IRON PIPE FOUND |
| ⊖ | CABLE |
| ⊖ | ELECTRIC |
| ⊖ | CLEAN OUT |
| ⊖ | PE - POOL EQUIP |
| ⊖ | GAS METER |
| ⊖ | POWER POLE |
| ⊖ | FIRE HYDRANT |
| ⊖ | TELEPHONE |
| ⊖ | LIGHT POLE |
| ⊖ | WATER METER |
| ⊖ | MANHOLE |
| ⊖ | WATER VALVE |
| () | (UNLESS OTHERWISE NOTED) |



In addition, the General Manager, or his designee, is granted authority to execute all documents associated with this item. Director Kelleher seconded the motion and the vote in favor was unanimous.

18.

There were no future agenda items approved.

19.

The next board meeting was scheduled for March 22, 2022 at 9:00 a.m.

20.

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

President

Secretary

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 5

DATE: March 22, 2022

SUBJECT: Consider Approval of Depository Contract with JPMorgan Chase

FUNDING: Fiscal Year 2022 General Fund

RECOMMENDATION:

Management recommends approval of contract with JPMorgan Chase to continue as the Depository service provider for the District.

DISCUSSION:

The current Depository Agreement was approved in 2007 for five years and had one five-year extension that took the agreement through 2017. In 2017, pricing was reviewed and negotiated for a three-year extension on the original agreement (with no changes to the pricing) with a two year option to extend that ends in 2022.

The District issued an RFP in February 2022 and received two proposals from JPMorgan Chase and Plains Capital, as seen on the evaluation sheet attached.

Management recommends approval of JPMorgan Chase as the Depository Service provider based on the attached evaluation of the two entities that submitted proposals.

This item was reviewed by the Finance and Audit Committee on March 8, 2022.

Submitted By:

Sandy Newby
Chief Financial Officer




RFP 22-033 Depository Services

| Technical Quality Criteria | Total Points Available | JP Morgan Chase | Plains Capital |
|--|------------------------|-----------------|----------------|
| Financial Strength and Capacity of the Depository | 40.00 | 40.00 | 25.00 |
| Ability to Hold/Safe Keep District Investment | 30.00 | 30.00 | 15.00 |
| Most Competitive Aggregate Banking Cost, Consistent with the Ability to Provide the Appropriate Level of Service | 20.00 | 15.00 | 20.00 |
| Optional Depository Services Desired | 10.00 | 10.00 | 10.00 |
| Total | 100.00 | 95.00 | 70.00 |

BANKING DEPOSITORY REQUEST FOR PROPOSALS

2022

BID EVALUATIONS



RFP 22-033 Depository Services

| Technical Quality Criteria | Total Points Available | JP Morgan Chase | Plains Capital |
|--|------------------------|-----------------|----------------|
| Financial Strength and Capacity of the Depository | 40.00 | 40.00 | 25.00 |
| Ability to Hold/Safe Keep District Investment | 30.00 | 30.00 | 15.00 |
| Most Competitive Aggregate Banking Cost, Consistent with the Ability to Provide the Appropriate Level of Service | 20.00 | 15.00 | 20.00 |
| Optional Depository Services Desired | 10.00 | 10.00 | 10.00 |
| Total | 100.00 | 95.00 | 70.00 |

FINANCIAL STRENGTH & CAPACITY OF DEPOSITORY

JPMORGAN CHASE:



TRWD's criteria: Financial strength and capacity of the depository

Our financial stability is demonstrated as of September 30, 2021 results:

- Market capitalization of \$466.2 billion.
- Total equity of \$294.1 billion.
- Deposits of \$2.5 trillion.
- Loans of \$1.1 trillion.
- Tier 1 Capital and Total Capital ratios of 15% and 16.8%, respectively. Ratios are calculated under the Basel III Transitional Approach and represent the Collins Floor.

PLAINS CAPITAL:

7. Financial Strength and Capacity of the Depository

A. Financial Statements

Refer to the links below for the most recent Audited Financial Statement and Call Report.

Annual Audited Financial Statements

https://s26.q4cdn.com/460478275/files/doc_downloads/sec_filings/Hilltop-Holdings-2020-10K.pdf

B. Capacity of the Depository

PlainsCapital Bank has been a Texas banking tradition since 1988 and was founded in Lubbock with one branch and \$160 million in deposits. Our entrepreneurial spirit has helped us grow to become the 4th largest Texas-based bank with over \$11 billion in deposits and 59 locations throughout the State. We moved our headquarters to Dallas almost 20 years ago and most recently transitioned into our new building located in University Park. We have a long history of partnering with 100+ public entities, large and small, in all the markets we serve. We offer specialized expertise to the public entity sector and tailor our treasury management and investment services to meet all your financial needs.

ABILITY TO HOLD/SAFE KEEP DISTRICT INVESTMENTS

JPMORGAN CHASE:

Safekeeping

The District requires full safekeeping services for its investments. The District currently has a portfolio of approximately \$350,000,000 made up of individual government securities. The income from these securities will be credited to the District's bank accounts when received. The District also requires the depository to provide securities clearing for any investments purchased or sold, whether from the depository or otherwise.

Please note any exceptions:

We assume no changes to the safekeeping service as used today by TRWD. We also understand "Safekeeping Online" to mean the same online access TRWD is using today with J.P. Morgan. J.P. Morgan currently provides TRWD income processing and redemption servicing. Please refer to the following information:

- Safekeeping for domestic U.S. equity and fixed income securities.
- Transaction settlement information available via VIEWS—real-time online reporting tool, as well as reporting for holdings, transaction, cash balances, and cash transactions—see enclosed VIEWS Portfolio Reporting Quick Start Guide in Appendix 3.
- Income collection and notification: Dividends for equities, and the principal and interest payments for fixed income securities.
- Corporate actions processing.
- Proxy notification.
- Class Actions notification only.
- Inquiry research and resolution.

- No cost
- Online access including trade input
- Daily reporting available

PLAINS CAPITAL:

8. PlainsCapital Bank Safekeeping and Custody Services

Safekeeping and custody services are available thru PlainsCapital Bank's Wealth Management and Trust Department. PlainsCapital Bank's partners with Bank of New York Mellon (BYN) for securities safekeeping and clearance. Bank will provide the District with settlement instructions for our account at BNY.

All security transactions shall be executed delivery versus payment. Bank has the capability of executing transactions on behalf of the District, through the Depository Trust Company (DTC) and Federal book entry security purchases and sales through the Federal Reserve Bank. A trade confirmation will be issued and available for viewing by the District within twenty-four (24) hours upon security settlement into the District's account. A web-based portal is available for online monitoring of the District's portfolio and transaction monitoring.

A monthly report listing all securities held in safekeeping will be available to the District within two (2) business days after the end of each month through the online reporting safekeeping portal. Report will include settled and cleared activity, including security receipts, security calls, and upcoming known activity including maturities and interest payments.

The District has the option to set safekeeping fees on analysis or direct debit the fee from purchase transactions and debit interest payment fees from interest payment.

- Not held by Plains Capital
- We left BNY previously due to high fees and difficult to work with
- Online trade input is not available

COMPETITIVE AGGREGATE BANKING COST

Consistent with the ability to provide appropriate level of service

COST REVIEW

- JPMorgan Chase Earnings Credit Rate - .23% (Current is .20%)
- Plains Capital Earnings Credit Rate for first \$10M - .25%, above \$10M is .10%
- Typical District Balance is just under \$4M

| Attachment B | | | | |
|--|--------------------|---------------------|--------------------|---------------------|
| Depository Services Required | JPMorgan Chase Bid | | Plains Capital Bid | |
| | Monthly Cost | Annual Cost | Monthly Cost | Annual Cost |
| Account Services Subtotal | \$ 82.00 | \$ 984.00 | \$ 243.50 | \$ 2,922.00 |
| Banking Center Services Subtotal | \$ 5.29 | \$ 63.46 | \$ 7.97 | \$ 95.68 |
| Disbursement Services Subtotal | \$ 436.39 | \$ 5,236.68 | \$ 16.44 | \$ 197.28 |
| Reconciliation Services Subtotal | \$ 69.12 | \$ 829.44 | \$ 123.55 | \$ 1,482.60 |
| Funds Transfer Services Subtotal | \$ 20.80 | \$ 249.60 | \$ 34.00 | \$ 408.00 |
| Automated Clearing House Subtotal | \$ 1,119.45 | \$ 13,433.40 | \$ 386.98 | \$ 4,643.76 |
| Online Access Subtotal | \$ 618.90 | \$ 7,426.80 | \$ 160.00 | \$ 1,920.00 |
| Safekeeping Services Subtotal | \$ - | \$ - | \$ 614.00 | \$ 5,928.00 |
| Chase Online Services | \$ 102.10 | \$ 1,225.20 | \$ 50.00 | \$ 600.00 |
| Total Estimated Service Charges | \$ 2,454.05 | \$ 29,448.58 | \$ 1,636.44 | \$ 18,197.32 |

Note: The individual pricing is confidential and proprietary, therefore we summarized based on a typical month of District activity.

OPTIONAL DEPOSITORY SERVICES

JPMorgan Chase

Plains Capital

- Both Entities were able to provide all requested optional services in different ways:
 - Controlled Disbursement Accounts
 - Debit Block
 - Safekeeping Online
 - Reduced or no-fee checking accounts for District employees utilizing direct deposit of payroll

ADDITIONAL INFORMATION

HISTORY

- The District has been with JPMorgan Chase since before they became JPMorgan Chase in 2000, over 30 years
- The District did a Request for Proposals in 2007 and selected Bank One/Chase for a 5 year agreement ending 2012 (Board in April 2007).
 - The agreement was extended in 2012 for an additional 5 years ending 2017.
- In 2017, pricing was reviewed and negotiated, with the final agreement including no price increases. The agreement was signed for additional 3 years with a 2 year renewal option ending in 2022. This extension was reviewed by the Finance Committee in March 2017.
- Since it has been 15 years since we did an RFP, we felt it was the right time to ensure we did due diligence on other options.

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 6

DATE: March 22, 2022

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

FUNDING: Fiscal Year 2022 Special Projects/Contingency Fund - \$841,323

RECOMMENDATION:

Management recommends approval of a contract extension **in an amount not-to-exceed \$833,151** with Innovative Management Solutions, Inc. (IMS) for Central City Program Controls for the initial year of a six-year contract. IMS will be paid a 2% increase per year and pricing is based on staffing a 3-person team. Payment will be made based upon actual expenses.

DISCUSSION:

This contract is for professional services for partner coordination on schedule and cost support and analysis services. This contract will continue to provide for three full-time IMS employees officing with the District to manage and maintain the Central City Program's Primavera P6 master schedule and cost information for all participating agencies.

IMS has provided these services since 2012 when they were selected as the best value through a public solicitation process. They are the fourth company to provide services to the program for this specific type of work and have performed exceptionally well. The team has historically had three members based upon the amount of work performed and coordinated between the partners. However, the team has operated with only two members since late 2020 as the program slowed. This contract is flexible so that a full 3-person team can be made available as more work is required. Payment will only be made based upon actual expenses and hours worked.

This contract renewal with IMS will allow the District to maintain continuity and institutional knowledge and expertise in these services for partner coordination on schedule and cost support services and assist the District, USACE and the COFW with successful implementation of the Central City Flood Control Program. The contract will be for a 6-year period, with an initial year not to exceed \$833,151 for a 3-person team. The District has negotiated a 2% increase per year with IMS for future years. Payment will only be made based upon actual expenses and hours worked. While there is a significant cost associated with this contract, it saves the program money for the District to provide this service, rather than all three Partners having their own scheduling teams.

General Description of Services:

- Update and maintain a cost loaded program schedule in Primavera P6
- Maintain a P6 schedule and cost modification action control log
- Evaluate and provide program controls insight for the program which has a significant amount of partner information, issues, and cross project logic
- Identify, evaluate and analyze program impacts
- Work with the program team to explain issues and alternative solutions
- Develop and present what-if options and recommendations
- Provide analysis of alternatives
- Facilitate meetings and workshops
- Lead discussions with the key stakeholders
- Provide consistent project controls
- Report requirements for various partners
- Track and analyze program costs for partners over time
- Verify program standards for schedule and cost are applied consistently
- Develop and maintain Quality Assurance, P6 file, meeting, document, and change management procedures to administer organizational project controls standards and consistent control
- Provide short and long term cash flow projections for CFO

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

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

Submitted By:

Woody Frossard
Project Manager
Panther Island/Central City Flood Project

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 7

DATE: March 22, 2022

SUBJECT: Consider Approval of Reimbursement Agreement with Energy Transfer Fuel, LP for Relocation of a Pipeline within the Gateway Oxbow Valley Storage Site E

FUNDING Fiscal Year 2022 Special Projects/Contingency Fund - \$2,361,607

RECOMMENDATION:

Management recommends approval of a reimbursement agreement **in the amount of \$3,201,845** with Energy Transfer Fuel, LP (ETF) for relocation of their 20-inch natural gas pipeline located in Valley Storage Site E for the Fort Worth Central City Project, which is necessary for Gateway Oxbow Valley Storage Site E construction by USACE.

DISCUSSION:

ETF has a 20-inch natural gas pipeline in an existing easement in the future USACE valley storage site known as Gateway Oxbow Valley Storage Site E. This line must be lowered so that Site E can provide the required acre feet needed for valley storage by USACE.

This reimbursement agreement will allow ETF to secure equipment and materials, bore and construct their facilities deeper, and remove the existing pipe. ETF pipe will remain within the same alignment but increase the overall depth of their pipe by over 40' to ensure there is no conflict with USACE construction. The pipeline can only be shut down during the month of September when temperatures are mild enough to allow for disruption in service without impacting customers during more extreme months. To meet the available window, ETF must immediately submit and receive payment to secure the needed equipment, services, and materials for construction in September. This will enable ETF to complete their work in time for USACE to begin their work on the valley storage work at Site E in the same area.

Material and labor costs have increased due to COVID-19 impacts and supply issues, therefore the current agreement is greater than the original budget for approved by the Board for Fiscal Year 2022. The District will pay ETF up front so that the materials can be secured, and a final adjustment based upon actual costs will be processed upon completion. ETF's relocation amount of \$3,201,845 includes a 10% contingency.

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

Submitted By:

Woody Frossard
Project Manager
Panther Island/Central City Flood Project

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 8

DATE: March 22, 2022

SUBJECT: Consider Approval of Contract Amendment with Black & Veatch Corporation for Professional Land Surveying and Envision Application Support Services for the Cedar Creek Pipeline Replacement Project in the Mansfield to Waxahachie Area

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends approval of a contract amendment **in an amount not-to-exceed \$162,590** with Black & Veatch Corporation for professional land surveying and Envision application support services as part of the Cedar Creek Section 2 pipeline replacement project. With this amendment, the revised contract amount is \$5,008,404. These professional land surveying services include preparation of legal land descriptions, exhibits, staking easements, and the Envision application support services demonstrating sustainable infrastructure including preparation of credit coversheets and application review.

DISCUSSION:

In October of 2019, the District awarded an engineering design services contract for the removal and replacement of approximately ten miles of Cedar Creek pipeline in the Mansfield to Waxahachie area where significant amounts of distressed 72-inch diameter pipe exist. This replacement will improve the District's reliability in delivering water to customer cities as well as reduce the risk to the surrounding rapidly urbanizing areas.

The original project scope included field survey work to determine property boundaries. From this work, proposed permanent and temporary construction easements were identified throughout the ten-mile area for access to the right-of-way and construction staging areas. With this amendment Black & Veatch will coordinate with Gorrondona & Associates, Inc to prepare and review legal descriptions to be utilized for the procurement of permanent and temporary construction easements for the Cedar Creek Section 2 pipeline replacement project.

The original project scope also included a preliminary Envision assessment to demonstrate sustainable infrastructure. The intent of the assessment was to better understand the progress made toward making this important asset sustainable. The preliminary Envision assessment also provided the potential award level that could be achieved if the project is submitted for Envision Certification. With this amendment, Black & Veatch will use the previous assessment to help the District prepare credit by credit

coversheets and assist in reviewing final application to achieve a potential Gold level Envision certification demonstrating the District's commitment to sustainable infrastructure.

Black and Veatch will be utilizing a Diverse Business subconsultant for a total Diverse Business participation of 89% for this amendment.

These services are expected to be complete in 2022. Attached is the scope of services to be provided by the Black & Veatch Corporation for this amendment.

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

Submitted By:

Jason Gehrig, P.E.
Infrastructure Engineering Director

March 3, 2022

Tarrant Regional Water District
808 E. Northside Dr.
Fort Worth, Texas 76102

Cedar Creek Section 2 Pipeline Replacement
B&V Project 403740
B&V File 12.2100

Attention: Courtney Jalbert

Subject: Scope and Fee Proposal for Preparation of Legal Descriptions for Proposed Easements and Envision® Application Support

Dear Courtney:

Thank you so much for the opportunity to work with your team providing Engineering Services for the Cedar Creek Pipeline Section 2 Replacement Project (CCRPL-2). It has been our privilege to support the Tarrant Regional Water District (TRWD) on this design. Per TRWD's request, we have prepared a scope and fee proposal for the following tasks:

Task A - Coordination and Preparation of Legal Descriptions for Thirty (30) Proposed Easements:

Black & Veatch will coordinate with Gorrondona & Associates, Inc (G&A) preparation and review of legal descriptions to be utilized for the procurement of permanent or temporary easements for the CCRPL-2 Project, see attached scope and fee from G&A. Black & Veatch's total fee to assist in preparation of the proposed easements is \$107,590.

The total fee includes:

- BV's Coordination and review of sub-consultant's work = \$12,190
- G&A's fee proposal with 6% markup = \$95,400

Task B - Sustainable Engineering Support for Envision® Rating of the Cedar Creek Pipeline:

Black & Veatch prepared a Preliminary Envision® Assessment for the Cedar Creek Pipeline (CCPL), draft dated June 22, 2020, recommending TRWD to move forward with Envision® rating. The following assumptions have been used to prepare our fee to assist TRWD in preparing and submitting an application for the Cedar Creek Pipeline (CCPL):

- TRWD's goal is to achieve a Gold Award
- TRWD will manage and perform the following tasks:
 - Coordination with the Institute of Sustainable Infrastructure (ISI) throughout the application, verification, and award process
 - Prepare application approach, fee, and submittal schedule
 - Pay application fees directly to ISI

- Prepare for and attend meetings with ISI to coordinate application and verification efforts
- Select and organize supporting documentation referenced in Credit Cover sheets
- Package application
- Submit application to ISI using ISI's web-based scoring tool

Detailed assignments to be completed by the Consultant under this scope of work include:

1. Preparing credit by credit coversheets based solely on approach and specific direction provided by TRWD.
 - a. Each cover sheet will explain how the CCPL reaches the targeted Level of Achievement for an overall Gold Award.
 - b. A coversheet is required for each of the thirty-six (36) applicable Envision® Credits shown in the Preliminary Envision® Assessment performed by Black & Veatch, dated September 25, 2020. "Summary of Points per Credit" table is attached for reference to this scope of work as Appendix A.
 - c. Coversheets will not be prepared for the twenty-three (23) not-applicable or zero-point credits, or for the five (5) Innovation or Exceed Requirements credits.
2. Review application packaged by TRWD for completeness and provide review comments to TRWD.
3. Prepare a written definition of the CCPL's physical and operational boundaries including project location map, design and construction schedules, and two operational schematics.

Scope of work does not include:

- Coordination with ISI during verification phase as well as clarification or gathering of additional existing documentation as necessary to achieve Gold Award.
- Identification of credits which require additional supporting documentation to be submitted by contractor during construction phase.
- Coordination with ISI and TRWD for acceptance of Envision® award.

Black & Veatch's proposed fee to assist in preparation of the CCPL application is \$55,000.

Summary Fee and Schedule

Black & Veatch anticipates completing these tasks within 6 months from notice to proceed. Our total fee for completing Tasks A and B is \$162,590. Work performed will be as a contract amendment to the original CCRPL-2 design contract, per the same terms, conditions and billing rates. See detailed fee breakdown in table below.

| Task | Description | Fee |
|-------------------------------------|---|------------------|
| Task A | Coordination and Preparation of Legal Descriptions for Thirty (30) Proposed Easements | \$107,590 |
| Task B | Sustainable Engineering Support for Envision® Rating of the Cedar Creek Pipeline | \$55,000 |
| Total Tasks A and B Services | | \$162,590 |

Very truly yours,



Elizabeth R. Blackwelder, P.E.
Black & Veatch Corporation

ERB
Enclosure(s)

cc: Jason Gehrig, P.E.

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 9

DATE: March 22, 2022

SUBJECT: Consider Approval of Contract Amendment with HDR Engineering, Inc. for Corrosion Control Engineering Services for the Cedar Creek Pipeline Replacement Project in the Mansfield to Waxahachie Area

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends approval of a contract amendment **in an amount not-to-exceed \$98,394** with HDR Engineering, Inc. for corrosion control engineering services for the Richland-Chambers pipeline in areas adjacent to the ten mile Cedar Creek pipeline replacement project in the Mansfield to Waxahachie area. With this amendment, the revised contract amount with HDR Engineering is \$351,295. These corrosion control engineering services include project management, preliminary and final engineering, bidding support, construction phase engineering, start-up, testing, and commissioning services.

DISCUSSION:

In October of 2019, the District awarded an engineering design services contract for the removal and replacement of approximately ten miles of Cedar Creek pipeline in the Mansfield to Waxahachie area where significant amounts of distressed 72-inch diameter pipe exist. This will improve the District's reliability to deliver water to customer cities as well as reduce the risk surrounding rapidly urbanizing areas. In May of 2020, the District awarded HDR Engineering a task order agreement for specialized corrosion control engineering services associated with cathodic protection for the new pipeline. Corrosion control of the new 90-inch diameter steel pipe, through proper exterior coating and cathodic protection, is key to achieving the expected one-hundred-year design life of this new pipeline.

During construction, the cathodic protection system for the adjacent, parallel Richland-Chambers pipeline will be heavily impacted by the Cedar Creek replacement that is within the same right of way. This cathodic protection system is over 25 years old, exceeding its original expected useful life. It is in the District's interest to renew the galvanic anode cathodic protection system on the existing Richland-Chambers pipeline at the same time the adjacent Cedar Creek pipeline is being replaced along with its new cathodic protection system.

These cathodic protection engineering services will be provided by HDR Engineering over multiple years, with design expected through late 2022 and construction taking place in

2024 and 2025 following completion of the Kennedale Balancing Reservoir Cells 1 and 2 Modifications Project.

Given the specialized nature of corrosion control engineering services, HDR will be self-performing all work. Therefore, there is no opportunity to subcontract for diverse business participation.

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

Submitted By:

Jason Gehrig, P.E.
Infrastructure Engineering Director

Exhibit A

Scope of Services

Corrosion Control Engineering Services for the Cedar Creek Section 2 Pipeline Replacement Project

AMENDMENT 01:

Richland Chambers Cathodic Protection Replacement in Areas Impacted by Cedar Creek Replacement

BACKGROUND

HDR Engineering, Inc. (CONSULTANT) will provide Corrosion Control Engineering Services for the Cedar Creek (CC) Section 2 Pipeline Replacement Project. The project consists of approximately 10 miles of 90-inch diameter cement mortar lined and polyurethane coated raw water transmission main.

TRWD requested that the galvanic anode cathodic protection (CP) system on Richland Chambers (RC) pipeline be replaced and included during the design of the Cedar Creek (CC) Corrosion Protection Improvements. This occurred at the April 2021 60% design level review.

HDR respectfully requests an amendment based on the following:

1. During efforts towards the 90% design level in May/June 2021, and with installation information provided by TRWD regarding RC anodes, HDR's effort expended the Preliminary Engineering budget noted above and additional Final Design Engineering budget, which was not allocated to this RC CP replacement requested. This design effort identified possible issues related to anode bed spacing and current distribution, known as attenuation, and through HDR's design will eliminate those issues, and will be included in these additional design services.
2. During 90% design activities on CC Segment 5, overhead power transmission was identified along the proposed alignment. Given the pipeline will have polyurethane coating system and contain isolation from adjacent PCCP, AC Induction is probable, and mitigation was developed for the segment. Additional extra effort and design fee was used to develop this mitigation.
3. Since the project schedule has been extended, we have escalated our hourly rates to the assumed mid-point of construction to account for inflation. The proposed rates have been updated for this amendment estimate.

Additional Services for this amendment request are anticipated to include the additional design and schedule extension as follows:

- Task 1 – Additional Project Management and Support
- Task 3 – Additional Final Design Engineering
- Task 4 – Additional Bid Phase Services
- Task 5 – Additional Engineering Services During Construction
- Special Services – Construction Support (none included in this Amendment)

These services will require coordination and collaboration by HDR Engineering, Inc. (HDR) with the Pipeline Design Team and other Project Consultants as follows:

- A. The Pipeline Design Team, Black & Veatch, will provide engineering services for the design of pipeline sections along Cedar Creek. HDR will coordinate designs, studies, and recommendations with the design team. TRWD will be the facilitator for this interface.

All project deliverables will be submitted per the project schedule developed by TRWD and the Pipeline Design Team.

ASSUMPTIONS

In developing the scope of work and associated task budgets discussed in this amendment, HDR Engineering, Inc. (CONSULTANT) has made the assumptions outlined below:

1. HDR will provide all manpower, equipment, supplies, transportation, services, deliveries, and incidentals, etc. necessary to accomplish the project objective.
2. HDR will identify, coordinate, and conform design of this project to meet legal and regulatory parameters/constraints, codes and applicable requirements set forth by agencies including but not limited to EPA, FEMA, COE, State of Texas, TCEQ, County government, local municipalities and any other local codes or agencies as required.
3. HDR will address, evaluate and incorporate appropriate Professional, Technical and Industry trade organization's practices, and generally accepted design criteria.
4. HDR will coordinate appropriate meetings with TRWD for the purpose of information transfer, resolution of issues, site visits, and product reviews. Conduct briefings as required.
5. HDR will review and utilize existing information, reports, surveys, and data available and provided by TRWD.
6. HDR will review and make necessary corrections to all reports (preliminary, intermediate, and final), status papers, technical memoranda, drawings, specifications, etc. prior to submitting to TRWD for review.
7. HDR will provide services regarding approved project Scope and Budget and incorporate appropriate TRWD comments into the reports, technical memoranda, drawings, specifications, etc.
8. Special services will be negotiated prior to inclusion.

SCOPE OF WORK FOR AMENDMENT NO. 1

The Scope of Work that follows details the individual tasks and deliverables for Amendment No. 1. The contract was signed May 20, 2020 – received July 2, 2020 – 60% delivered Dec 1, 2020, 90% delivered June 4, 2021. Email correspondence from Elizabeth Blackwelder of BV dated 8/26/21, states a two-year delay to complete design – which is assumed to start in Aug '23 and complete design Dec '23, followed by two months for bid and twenty months of construction. The following is a description of the scope of services anticipated to complete the corrosion protection services for the project.

Basic Services:

Basic services are as follows:

Task 1 – Additional Project Management and Support

Provide information and documentation consistent with the Project requirements and coordinate efforts with TRWD, the Pipeline Design Team and the Geotechnical Engineer. Provide monthly reports and updates until the conclusion of the work. A duration of approximately 64 months through construction completion is anticipated, five (23 months from now) months (complete in Dec '23) for design effort, two Jan/Feb '24 months for bid, and twenty (20) Mar '24 – Nov '25 months for Bidding, Construction, Startup and Commissioning. Throughout the project, the following Project Management and Support services will be provided:

- A. Update the Project Management Plan (PMP) to include relevant project criteria, project completion plan, communications protocol, quality management plan, project work schedule, schedule and description of deliverables, work breakdown structure, budget control plan, document control procedures, project team contact list, health and safety plan, contract, and scope of work attachments. PMP will be updated as required for schedule revisions and relevant project updates.
- B. Submit and implement an updated project Quality Assurance and Quality Control (*QA/QC*) Plan to check, as a minimum, planning methods, design methods, calculations, cost estimates, field investigations, measurements, drawings, specifications, addenda, and other technical issues associated with the project planning and design.
- C. Continued coordination and participation in monthly progress meetings with TRWD, the Pipeline Design Team, and Project Geotechnical Engineer for the duration of the project. Staff will attend up to twenty-four (24) meetings and will be conducted by conference call and video conferencing.
- D. Provide monthly status reports, in support of invoices, which include a narrative summary of work completed, activities planned for the upcoming period, budget status, schedule status, items requiring resolution or decisions by the District, and documentation of issues and concerns. Assume a duration of thirty-nine (39) months, starting in March of 2022.

Deliverables:

- Updated Project Management and Quality Control Plan (includes Health and Safety)
- Monthly Progress Meeting Agendas and Notes
- Updated Project Schedule
- Monthly Invoices with Activity Report

Assumptions:

- HDR representatives will participate in monthly project meetings and coordinate with entities within and, as appropriate, outside the Project by conference call.

- Attend Kick-Off meeting by the Project Manager and Corrosion Engineering Staff are anticipated.
- All progress meetings by video and telephone conference calls. Project Manager and relevant support staff will participate in progress meetings via conference call. Up to twenty-four (24) one-hour monthly coordination calls are anticipated.

Task 3– Additional Final Design Engineering Services (90%, 100%, and Final)

Based upon TRWD data and soil analysis results, develop updated final design documents, construction drawings, specifications, and Opinions of Probable Construction Costs (OPCCs).

After a two-year delay, we anticipate the need to update the 90% Design Documents previously prepared and submitted, prior to advancing design to 100%.

Prior to each submittal to TRWD, HDR will conduct an internal QC review of the drawings, specifications, and OPCC to assure the application of industry design practices. Following the submittal of each set of design documents (90%, 100% and Final), HDR will coordinate design review workshops at TRWD’s offices for each submittal. Review comments will be compiled in a comments log.

For the development of the Corrosion Protection Design Drawings, it is anticipated that that HDR provide the pipeline design engineer the Station numbering/GIS files so that the location for CP beds and test stations are shown on the same pipeline plan and profile sheets. The estimated Sheet Index for the Corrosion Protection Drawings is as follows:

| No. Sheets | Title |
|-------------------|--|
| 1 | General Notes, Abbreviations and Schedules |
| 6 | Standard Details I – VIII (2 additional sheets for AC Induction Mitigation |
| 1 | Corrosion Equipment Schedule I&II (additional schedule for RC) |
| 8 | Total Estimated Sheets |

The estimated Table of Contents for the Corrosion Protection System Technical Specifications is as follows:

| Specification Section | Title |
|------------------------------|--|
| 13115 | Galvanic Anode Cathodic Protection (updated for RC & AC) |

A. 90% Design Documents:

Following the project pause, HDR will review to update and coordinate the 90% Design Documents with the Pipeline Design Engineer. Amendment includes the development of AC Induction mitigation for CC Segment 5 and RC Details and Specification updates. Following TRWD review, a 90% review workshop will be coordinated and conducted to review and discuss comments.

Deliverables:

- Electronic (.pdf) versions of 90% design submittal which will include Corrosion Protection System Drawings, Technical Specifications, and OPCC.
- Technical Specifications will be prepared using MS Word.
- OPCC will be prepared using MS Excel.
- Drawings will be prepared in 11'x17" format, using the latest version of AutoCad.
- 90% Review Workshop Agenda, Review Comment Log, and Meeting Notes.

B. 100% Design Documents:

Comments from the 90% workshop will be incorporated and 100% Design Documents will be developed and submitted to TRWD for review. Amendment includes the finalization of AC Induction mitigation for CC Segment 5 and RC Details and Specification. Following TRWD review, a 100% review workshop will be coordinated and conducted to review and discuss comments.

Deliverables:

- Electronic (.pdf) versions of 100% design submittal which will include Corrosion Protection System Drawings, Technical Specifications, and OPCC.
- Technical Specifications will be prepared using MS Word.
- OPCC will be prepared using MS Excel.
- Drawings will be prepared in 11'x17" format, using the latest version of AutoCad.
- 100% Review Workshop Agenda, Review Comment Log, and Meeting Notes.

C. Final Design and Bidding Documents:

Following the 100% Design Workshop, HDR will incorporate all final comments and deliver signed and sealed electronic (.pdf) documents for incorporation into the Cedar Creek Section 2 Pipeline Replacement Project Bidding Documents which will be compiled by the Pipeline Design Team. Amendment includes the finalization of AC Induction mitigation for CC Segment 5 and RC Details and Specification.

Deliverables:

- Electronic (.pdf) versions of Final Bidding Documents which will include Corrosion Protection System Drawings, Technical Specifications, and OPCC.
- Technical Specifications will be prepared using MS Word.
- OPCC will be prepared using MS Excel.

- Drawings will be prepared in 11'x17" format, using the latest version of AutoCad.

Assumptions:

- For the development of the Corrosion Protection Design Drawings, it is anticipated that the Pipeline Design Team will provide the PDF electronic versions of the AutoCad pipeline Plan and Profiles for use by HDR to visualize the location of the appropriate Corrosion Protection facilities.
- Corrosion Protection System Drawings will be prepared assuming that they will be included in the Pipeline Design Team's Bidding and Contract Documents.
- Final Drawing number and Technical Specification coordination between the Pipeline Design Team will be performed throughout the design process.
- The Pipeline Design Team will be responsible for coordinating and assembling the Final Bidding Documents prior to Bid Advertisement.

Task 4 – Additional Bidding Services

HDR will support the bid phase of the project as follows:

- A. Attend and participate in Pre-Bid Meeting
- B. Assist TRWD and Pipeline Design Engineer in addressing Requests for Information (RFIs) and questions that may arise during the bidding period.
- C. Assist with preparation of Addenda for the Corrosion Protection portion of the project.
- D. Incorporate addenda into the contract documents and issue a conformed set of Contract Documents for use during construction.

Deliverables:

- Written recommendations and associated Addenda support.
- Written responses to RFIs and questions that arise during bidding.
- Conformed Construction Documents with Addenda incorporated.

Assumptions:

- TRWD and the Pipeline Design Team will administer and manage the Bidding Process.
- Bid phase for this pipeline is 2 months.
- The project will be bid only once and awarded to one contractor.
- Up to five (5) RFI's will be addressed.
- Support for up to two (2) addendums will be provided.

Task 5 – Additional Construction Phase Engineering Services

Construction phase services are based on an anticipated construction duration of twenty (20) months. Services provided during the Construction Phase of the project will include the following:

- A. Attend and participate in the Pre-Construction Meeting.
- B. Review and provide written responses to RFIs.
- C. Review Shop Drawings and Submittals relating to the Corrosion Protection System Design.
- D. Assist TRWD with preparation of Field Orders.
- E. Assist TRWD with analysis and evaluation of Change Orders.
- F. Periodic Site Visits to observe work. Up to four (4) one day trips for two HDR staff.
- G. Attend and participate in the Substantial Completion Inspection of Corrosion Protection System. (Two-day site visit for two HDR staff) Upon substantial completion, inspect the construction work, in the company of the TRWD's representative. Prepare a punch-list of those items to be completed or corrected before final completion of the project. Submit results of the inspection to TRWD.
- H. Attend and participate in the Final Completion Inspection of the Corrosion Protection System. (Single day site visit for two HDR staff) Upon completion or correction of the items of work on the punch-list, conduct a final inspection, in the company of the District's representative, to determine if the work is completed. Provide written recommendations regarding list of outstanding items (.pdf format)
- I. Prepare Record Drawings from information provided by TRWD depicting changes made to the Final Drawings during construction. The following information shall be provided by TRWD:
 - 1. As-Built Survey
 - 2. Red-Line Markups from Contractor
 - 3. Red-Line Markups from TRWD Inspector
 - 4. Copies of Approved Change Orders
 - 5. Approved Substitutions

HDR shall modify the Final Drawings electronically and shall place a stamp on the plans indicating that they represent Record Drawings based on the information provided by TRWD for the Project as constructed. The stamp shall be signed and dated by HDR and shall be placed on each plan sheet, whether there are any revisions on the sheet or not. Each sheet shall clearly indicate all changes which apply to that sheet by clouding and numbering, or other suitable means.

The following disclaimer shall be included with the Record Drawing stamp:

“These Record Drawings were prepared using information provided by others and represent the as constructed conditions to the extent that documented changes were provided for recording. HDR assumes no liability for undocumented changes and certifies only that the documented changes are accurately depicted on these drawings.”

Record Drawings shall also be submitted in Adobe Acrobat PDF format and AutoCad.

Deliverables:

- Written Responses to Contractor’s Request for Information (RFIs).
- Shop Drawing Review Comments.
- Written reviews and recommendations for Field Orders.
- Review and written recommendations for Change Orders.
- Field Observation Reports
- Final Punch List items
- Record Drawings

Assumptions:

- Up to eighteen (18) Shop Drawings are assumed for review.
- Up to four (4) RFI’s are assumed.
- Up to four (4) Field Orders are assumed.
- Up to two (2) Change Orders are assumed.
- In addition to Substantial and Final Inspection visits, up to four (4) one day trips for two HDR staff (PM and Corrosion Engineering Specialist) are assumed to attend coordination meetings and site visits for the purpose of CP review.
- Final punch list development.
- TRWD’s Construction Manager will develop and provide via submittal a complete breakdown of all testing and measuring required by specification and develop checklists, forms, templates, test protocol for data collection.
- TRWD’s Construction Manager will develop a process for transmittal of organized data to ensure appropriate tests are conducted for each type of test station, timely and consistent with pipe installation schedule, and responses thereto.

Task 6 – Additional Start-Up, Testing, and Commissioning

- A. HDR will conduct one trip up to four (4) eight-hour site visits with two HDR corrosion professionals to observe corrosion protection system commissioning and perform validation tests for the entire pipeline

alignment prior to putting the pipeline corrosion protection system into service.

Deliverables:

- Inspection and observation reports (.pdf format)

Assumptions:

- TRWD Operations staff will coordinate access to site and schedule for the start-up and commissioning of the Corrosion Protection System.

Services not included in this existing Scope of Services

The following services are beyond the Scope of Services described in the tasks above. However, HDR can provide these services, if needed, upon the TRWD's written request. Any additional amounts paid to HDR as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.
- Services necessary due to the default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement and inspection after final completion.
- Performance of miscellaneous and special supplemental services related to the project as requested by the TRWD.
- Additional travel days not included herein.

Compensation:

A summary of the Engineering Fee associated with the Cedar Creek Section 2 Pipeline Replacement Corrosion Protection Project is as follows:

| Description | Original Contract Fee | Amendment No. 1 Proposed Fee | Amended Contract Amount |
|---|------------------------------|-------------------------------------|--------------------------------|
| Project Management and Support | \$ 36,145 | \$ 19,843 | \$ 55,988 |
| Preliminary Engineering Services | \$ 42,545 | \$ 22,000 | \$ 64,545 |
| Final Engineering Services | \$ 61,308 | \$ 10,711 | \$ 72,019 |
| Bidding Services | \$ 22,321 | \$ 3,445 | \$ 25,766 |
| Construction Phase Engineering Services | \$ 71,969 | \$ 35,490 | \$ 107,459 |
| Start-Up, Testing, and Commissioning | \$ 18,613 | \$ 6,905 | \$ 25,518 |
| Total Basic Services Fee | \$ 252,901 | \$ 98,394 | \$ 351,295 |

Compensation will be made on a Time and Materials basis on a not to exceed total fee of \$351,295.

SCHEDULE

The effort described in this scope of services allows for a 5 additional month design, 2-month bid, and a 20-month construction schedule, for a total duration of 64 months with an approximate 2-year delay.

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 10

DATE: March 22, 2022

SUBJECT: Consider Approval of Release of Retainage, Final Payment and Contract Closeout to Thalle Midlothian Partners, LLC for PL1213MBR Project of the Integrated Pipeline Project

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends release of retainage and final payment **in the amount of \$3,606,157.40** and contract closeout with Thalle Midlothian Partners, LLC for the PL1213MBR project of the Integrated Pipeline Project. The original contract value was \$149,631,932 with approved change orders to date totaling \$(6,383,594.71) puts the final contract value at \$143,248,337.29.

DISCUSSION:

The District entered a contract on September 23, 2014 with Thalle Midlothian Partners, LLC (Thalle) for construction of Integrated Pipeline Sections 12 and 13 and the Midlothian Balancing Reservoir (1213MBR). Thalle successfully completed construction of the PL1213MBR project of the Integrated Pipeline on February 28, 2022, and there are no outstanding issues. Thalle has provided written consent of its surety to final payment and the required affidavits regarding payment of debts and claims and release of liens. Management is requesting permission to release \$3,606,157.40 to Thalle Midlothian Partners, LLC as final payment.

The Recommendation Memo, Consent of Surety to Final Payment, Affidavit of Release of Liens, Affidavit of Payments of Debts and Claims 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 March 11, 2022.

Submitted By:

Ed Weaver
IPL Program Manager

Memo



TO: Ed Weaver

FROM: Charles Erwin, P.E., CCM

COPY: Coy Veach, P.E., CCM

DATE: February 28, 2022

SUBJECT: Consider Approval of Release of Retainage, Final Payment and Closeout to Thalle Midlothian Partners, LLC for the PL1213MBR Project of the Integrated Pipeline Project

Thalle Midlothian Partners, LLC completed construction of the above referenced project on February 28, 2022. The current Contract Price is \$143,248,337.29. The amount remaining to be paid to the Contractor is the retainage, final pay items, and final change order additions in the amount of \$3,606,157.40. Thalle Midlothian Partners work on the project is acceptable and there are no outstanding issues.

Thalle Midlothian Partners, LLC has provided written consent of its Surety to Final Payment and the required Affidavits regarding payment of debts and claims and release of liens.

The Consent of Surety to Final Payment, Affidavit of Release of Liens, Affidavit of Payments of Debts and Claims are attached.

We recommend making Final Payment in the amount of \$3,606,157.40 to Thalle Midlothian Partners, LLC.

Bond No. 8233-87-86 Federal Insurance Company
Bond No. 837063268 Liberty Mutual Insurance Company

Consent of Surety to Final Payment

| | |
|--|------------------------|
| Project: IPL PL1213MBR | Project Number: |
| Owner: Tarrant Regional Water District | 2316 |
| Contractor: Thalle Midlothian Partners LLC | 974 |
| Engineer: Black and Veatch Corp. & Freese and Nichols, Inc. | 172238 & TCW11211 |

The Surety Company, on bond of the Contractor listed above for the referenced Project, in accordance with the Contract Documents, hereby approves final payment to the Contractor, and agrees that final payment 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.



Date: February 16, 2022

Federal Insurance Company

Name of Surety Company: Liberty Mutual Insurance Company

Signature:

Authorized Representative

Title: Krystal L. Stravato, Attorney-In-Fact

Address: 202B Hall's Mill Road, Whitehouse Station, NJ 08889

175 Berkeley Street, Boston, MA 02116

Email: Krystal.stravato@americanglobal.com

(Attach Power of Attorney and place surety seal below)

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF NEW JERSEY

COUNTY OF MORRIS

ON THE 16th DAY OF FEBRUARY, 2022 BEFORE ME PERSONALLY APPEARED Krystal L. Stravato TO ME KNOWN, WHO BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE ATTORNEY-IN-FACT OF Federal Insurance Company THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.



Notary Public

Sandy S. James-Brown
Notary Public
State of New Jersey
My commission expires September 18, 2026

STATE OF NEW JERSEY

COUNTY OF MORRIS

ON THE 16th DAY OF FEBRUARY, 2022 BEFORE ME PERSONALLY APPEARED Krystal L. Stravato TO ME KNOWN, WHO BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE ATTORNEY-IN-FACT OF Liberty Mutual Insurance Company THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.



Notary Public

Sandy S. James-Brown
Notary Public
State of New Jersey
My commission expires September 18, 2026

FEDERAL INSURANCE COMPANY
STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

December 31, 2020


(In thousands)


| ASSETS | | LIABILITIES AND SURPLUS TO POLICYHOLDERS | |
|---|-----------------------------|--|-----------------------------|
| Cash and Short Term Investments | \$ (247,647) | Outstanding Losses and Loss Expenses | \$ 7,823,012 |
| United States Government, State and Municipal Bonds | 4,277,332 | Reinsurance Payable on Losses and Expenses | 1,421,175 |
| Other Bonds | 5,465,272 | Unearned Premiums | 2,145,775 |
| Stocks | 667,832 | Ceded Reinsurance Premiums Payable | 281,279 |
| Other Invested Assets | <u>1,207,053</u> | Other Liabilities | <u>551,641</u> |
| TOTAL INVESTMENTS | <u>11,269,842</u> | TOTAL LIABILITIES | <u>12,202,880</u> |
| | | | |
| Investments in Affiliates: | | Capital Stock | 20,980 |
| Great Northern Ins. Co. | 404,889 | Paid-in Surplus | 2,711,474 |
| Vigilant Ins. Co. | 349,615 | Unassigned Funds | <u>1,591,718</u> |
| Chubb Indemnity Ins. Co. | 182,191 | | |
| Chubb National Ins. Co. | 188,189 | SURPLUS TO POLICYHOLDERS | <u>4,324,172</u> |
| Other Affiliates | 98,826 | | |
| Premiums Receivable | 1,634,609 | | |
| Other Assets | <u>2,410,891</u> | | |
| | | | |
| TOTAL ADMITTED ASSETS | <u>\$ 16,527,052</u> | TOTAL LIABILITIES AND SURPLUS | <u>\$ 16,527,052</u> |

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2020, investments with a carrying value of 507,794,700 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA
 COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31st day of December, 2020.

Subscribed before me this April 7, 2021

 Senior Vice President


 Notary Public

August 8, 2023
 My commission expires

Commonwealth of Pennsylvania - Notary Seal
 Diane Wright, Notary Public
 Philadelphia County
 My commission expires August 8, 2023
 Commission number 1235745
 Member, Pennsylvania Association of Notaries



LIBERTY MUTUAL INSURANCE COMPANY
 FINANCIAL STATEMENT — DECEMBER 31, 2020

| Assets | | Liabilities | |
|--|--------------------------------|--|--------------------------------|
| Cash and Bank Deposits | \$2,058,007,542 | Unearned Premiums | \$8,448,706,991 |
| *Bonds — U.S Government | 2,209,760,437 | Reserve for Claims and Claims Expense | 23,879,216,613 |
| *Other Bonds | 15,902,755,586 | Funds Held Under Reinsurance Treaties | 343,068,613 |
| *Stocks | 18,517,107,230 | Reserve for Dividends to Policyholders | 1,192,716 |
| Real Estate | 193,169,809 | Additional Statutory Reserve | 77,397,000 |
| Agents' Balances or Uncollected Premiums | 6,970,170,469 | Reserve for Commissions, Taxes and | |
| Accrued Interest and Rents | 118,399,147 | Other Liabilities | 6,279,510,804 |
| Other Admitted Assets | 12,079,597,645 | Total | \$39,029,092,737 |
| | | Special Surplus Funds | \$178,155,102 |
| | | Capital Stock | 10,000,075 |
| | | Paid in Surplus | 10,945,045,214 |
| | | Unassigned Surplus | 7,886,674,737 |
| Total Admitted Assets | <u>\$58,048,967,865</u> | Surplus to Policyholders | 19,019,875,128 |
| | | Total Liabilities and Surplus | <u>\$58,048,967,865</u> |



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
 The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2020, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25th day of March, 2021.

T. Mikolajewski

Assistant Secretary

CHUBB[®]

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Thomas MacDonald, Marisol Mojica, Edward Reilly, Krystal L. Stravato and Kevin T. Walsh Jr. of Whippany, New Jersey; Andrea E. Gorbett of Jericho, New York; Neil C. Donovan, and Gerard Leib of Berwyn, Pennsylvania-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 4th day of June, 2021.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary



Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

ss.

On this 4th day of June, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

*RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, reorganizations, contracts and other written commitments of the Company entered into in the ordinary course of business (such a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **February 16, 2022**.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (508) 508-3499 Fax (508) 963-2656 e-mail: surety@chubb.com



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205705-985316

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Edward Reilly, Kevin T. Walsh, Jr., Krystal L. Stravato, Marisol Mojica, Michael Marino, Thomas MacDonald

all of the city of Whippany state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of June, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA
County of MONTGOMERY

On this 4th day of June, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Public
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of February, 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Affidavit of Release of Liens

| | | | |
|--------------------|--|------------------------------|--|
| Project: | <u>PL1213MBR</u> | Project Number: | |
| Owner: | <u>Tarrant Regional Water District</u> | <u>2316</u> | |
| Contractor: | <u>Thalle Midlothian Partners LLC</u> | <u>974</u> | |
| Engineer: | <u>Black and Veatch Corp. & Freese and Nichols, Inc.</u> | <u>172238 & TCW11211</u> | |


The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the Project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the Project as a result of its Contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the Project. The Contractor further certifies and warrants that all Subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for, through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

Exceptions:

(If none, write "None." The Contractor must furnish a bond, acceptable to the Owner, for each exception.)

None

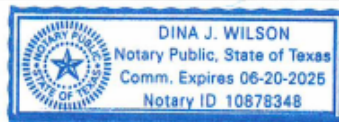
Contractor:

By: John Zupan 
Title: Project Executive

Subscribed to and sworn before me this 14 day of Feb 20 22.

Notary Public: Dina J. Wilson (place Notary Seal below)

My Commission Expires: _____



Affidavit of Payment of Debts and Claims

| | | | |
|--------------------|--|------------------------|------------------------------|
| Project: | <u>PL1213MBR</u> | Project Number: | <u>2316</u> |
| Owner: | <u>Tarrant Regional Water District</u> | | |
| Contractor: | <u>Thalle Midlothian Partners LLC</u> | | <u>974</u> |
| Engineer: | <u>Black and Veatch Corp. & Freese and Nichols, Inc.</u> | | <u>172238 & TCW11211</u> |

The Contractor, in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwise been satisfied in full.

Exceptions:

(If none, write "None." The Contractor must furnish a bond, acceptable to the Owner, for each exception.)

None

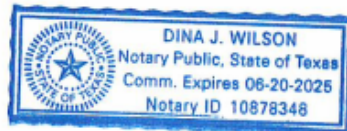
Contractor:

By: John Zupan 
Title: Project Executive

Subscribed to and sworn before me this 14 day of Feb. 2022.

Notary Public: Dina J. Wilson (place Notary Seal below)

My Commission Expires: _____



TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 11

DATE: March 22, 2022

SUBJECT: Consider Approval of Task Order Contract with Accurate Inspections, Inc. for Construction Materials Inspection and Testing Services of IPL Section 19 Long Tunnel Crossings of the Integrated Pipeline Project

FUNDING: Dallas Bond Fund

RECOMMENDATION:

Management recommends approval of Task Order Contract **in an amount not-to-exceed \$717,000** with Accurate Inspections, Inc. for construction materials inspection and testing (CMIT) services for IPL Pipeline Section 19 Long Tunnel Crossings project.

DISCUSSION:

On October 25, 2019, City of Dallas requested the District to proceed with design and construction of Phase 3 of the Integrated Pipeline project. Phase 3 of the Integrated Pipeline spans from Lake Palestine to Cedar Creek and is funded entirely by City of Dallas.

Accurate was selected to provide PL19 Long Tunnels Project CMIT pipe manufacturing and coatings quality assurance services based on the statement of qualifications received on July 22, 2021. These CMIT services include spiral welding of steel pipe segments, sand/grit blasted surface profile related to coating adhesion, coating thickness and adhesion, mortar lining integrity, and plant and field welder certifications. This statement of qualifications and experience demonstrates Accurate's ability to provide the required services. Negotiations were conducted and an agreement was reached on scope, fees and contract terms and conditions. Accurate's scope of work for Section 19 Long Tunnel Crossings project services also includes a Special Services Contingency to be released at the Program Manager's discretion.

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

Included for reference are Staff recommendation, Fee Summary, and Fair Opportunity in Purchasing and Contracting Summary.

Both Accurate and Accurate's subcontractor, BMX Integrity, are qualified DBE/HUB firms under the Fair Opportunities in Purchasing and Contracting Program.

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

Submitted By:

Ed Weaver
IPL Program Manager

Memo



TO: Ed Weaver

FROM: Matt Gaughan

DATE: February 28, 2022

SUBJECT: Recommendation for Award of Task Order Contract for Construction Materials Inspection and Testing Services for IPL Pipeline Section 19 Long Tunnel Crossings to Accurate Inspections, Inc.

Accurate Inspections, Inc. (Accurate) was selected to provide Construction Materials Inspection and Testing (CMIT) pipe manufacturing and coatings quality assurance services based on the statement of qualifications received on July 22, 2021 in response to the Request for Statements of Qualifications for CMIT Services. This statement of qualifications and experience has demonstrated Accurate's ability to provide the required services. Negotiations were conducted and an agreement was reached on scope, fees and contract terms and conditions.

There are no requirements for consultants to meet DBE/HUB participation goals under the Fair Opportunities in Purchasing and Contracting Program for IPL CMIT contracts. The District intends to meet Program goals by selecting qualified DBE/HUB consultants and contracting directly with these firms for services. Accurate qualifies as a DBE/HUB firm under the Fair Opportunities in Purchasing and Contracting Program. Accurate's team includes a specialized MBE/HUB certified sub-consultant – BMX Integrity for NDT services.

Negotiations were conducted and an agreement was reached on scope, fees and contract terms and conditions. District staff recommends award of this contract to Accurate for Construction Materials, Inspection and Testing Services for the IPL Pipeline Section 19 Long Tunnel Crossings project in the amount of \$717,000.00.

The Fee Summary is attached for reference.



| FEE SUMMARY | | |
|---|---|----------------------|
| Integrated Pipeline Project | | |
| IPL Section 19 Long Tunnel Crossings – CMIT Pipe Manufacturing and Coatings Quality Assurance Services | | |
| Accurate Inspections, Inc. | | |
| Task | Description | Estimated Fee |
| Basic Services | | |
| 1.0 | Project Management | \$58,000.00 |
| 2.0 | Pipe Manufacturing and Coatings Quality Assurance | \$520,600.00 |
| 3.0 | NDT for Castings | \$73,860.00 |
| | Subtotal Basic Services | \$652,460.00 |
| Optional Supplemental Services | | \$64,540.00 |
| | Subtotal Optional Supplemental Services | \$64,540.00 |
| | Total | \$717,000.00 |

Fair Opportunity Purchasing

Project: Consider Approval of a Task Order Contract with Accurate Inspections, Inc. for Construction Materials Inspection and Testing Services of Section 19 Long Tunnel Crossings of the Integrated Pipeline Project(IPL)

Not to Exceed \$717,000.00

Accurate Inspections, Inc. (Accurate), an Engineering and Consulting company with local offices in Athens, 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 | \$615,640.00 | 94.4% |
| Non-Local Contracts | \$36,820.00 | 5.6% |
| Optional Supplemental Services | \$64,540.00 | |
| Total This Agenda | \$717,000.00 | |

LOCAL/NON-LOCAL MWBE/HUB PARTICIPATION THIS ACTION

| <u>Local</u> | <u>Certification</u> |
|----------------------|-----------------------------|
| Accurate Inspections | WBE/HUB |
| BMX Integrity, LLC | MBE/HUB |

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 12

DATE: March 22, 2022

SUBJECT: Consider Approval of Task Order Contract with E TTL Engineers and Consultants, Inc. for Construction Materials Inspection and Testing Services of IPL Section 19 Long Tunnel Crossings of the Integrated Pipeline Project

FUNDING: Dallas Bond Fund

RECOMMENDATION:

Management recommends award of Task Order Contract **in an amount not-to-exceed \$800,000** with E TTL Engineers and Consultants, Inc. (E TTL) for construction materials inspection and testing (CMIT) services for IPL Section 19 Long Tunnel Crossings project.

DISCUSSION:

On October 25, 2019, City of Dallas requested the District to proceed with design and construction of Phase 3 of the Integrated Pipeline project. Phase 3 of the Integrated Pipeline spans from Lake Palestine to Cedar Creek and is funded entirely by City of Dallas.

E TTL was selected to provide CMIT services based on the statement of qualifications received on July 22, 2021. These CMIT services include geotechnical construction materials classification and verification, soils testing, and aggregate, cement, and concrete testing. This statement of qualifications and experience demonstrate E TTL's ability to provide the required services. Negotiations were conducted and an agreement was reached on scope, fees and contract terms and conditions. E TTL has previously successfully completed CMIT services for Sections 10 and 11 and is currently providing CMIT services on Section 19 TXDOT Crossings projects. E TTL's scope of work for IPL Section 19 Long Tunnel Crossings CMIT services also includes a Special Services Contingency to be released at the Program Director's discretion. In addition, E TTL is a qualified DBE/HUB firm under the Fair Opportunities in Purchasing and Contracting Program.

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

The Recommendation by Staff, Fee Summary and Fair Opportunities in Purchasing and Contracting Summary are attached.

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

Submitted By:

Ed Weaver
IPL Program Manager

Memo



TO: Ed Weaver
FROM: Matt Gaughan
DATE: February 28, 2022
SUBJECT: Recommendation for Award of Task Order Contract for Construction Materials Inspection and Testing Services for IPL Section 19 Long Tunnel Crossings project to E TTL Engineers and Consultants, Inc.

E TTL Engineers and Consultants, Inc. (E TTL) was selected to provide Construction Materials Inspection and Testing (CMIT) services based on the statement of qualifications received on July 22, 2021 in response to the Request for Statements of Qualifications for CMIT Services. This statement of qualifications and past experience has demonstrated E TTL's ability to provide the required services. Negotiations were conducted and an agreement was reached on scope, fees and contract terms and conditions.

There are no requirements for consultants to meet DBE/HUB participation goals under the Fair Opportunities in Purchasing and Contracting Program for IPL CMIT contracts. The District intends to meet Program goals by selecting qualified DBE/HUB consultants and contracting directly with these firms for services. E TTL qualifies as a DBE/HUB firm under the Fair Opportunities in Purchasing and Contracting Program.

Negotiations were conducted and an agreement was reached on scope, fees and contract terms and conditions. District staff recommends award of this contract to E TTL for Construction Materials, Inspection and Testing Services for the IPL Section 19 Long Tunnel Crossings project in the amount of \$800,000.00.

The Fee Summary is attached for reference.



| FEE SUMMARY | | |
|---|--|----------------------|
| Integrated Pipeline Project | | |
| IPL Section 19 Long Tunnel Crossings – CMIT Services | | |
| ETTL Engineers and Consultants, Inc. | | |
| Task | Description | Estimated Fee |
| Basic Services | | |
| 1.0 | Project Management | \$8,389.69 |
| 2.0 | Earthwork Control | \$481,511.77 |
| 3.0 | Concrete / Grout Control | \$240,921.22 |
| | Subtotal Basic Services | \$730,822.68 |
| Optional Supplemental Services | | |
| | Subtotal Optional Supplemental Services | \$69,177.32 |
| | Total | \$800,000.00 |

Fair Opportunity Purchasing

Project: Consider approval of award to contract with E TTL Engineers and Consultants, Inc. for C MIT Services of Section 19 Long Tunnel Crossings of the Integrated Pipeline (IPL).

Not to Exceed \$800,000.00

E TTL Engineers and Consultants, Inc., an Engineering and Consulting company with local offices in Arlington, Texas and Tyler, 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 | \$730,822.68 | 91.4% |
| Non-Local Contracts | | 0.0% |
| Optional Supplemental Services | \$69,177.32 | 8.6% |
| Total This Agenda | \$800,000.00 | |

LOCAL/NON-LOCAL MWBE/HUB PARTICIPATION THIS ACTION

| <u>Local</u> | <u>Certification</u> |
|---------------------|-----------------------------|
| E TTL | WBE/HUB |

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 13

DATE: March 22, 2022

SUBJECT: Consider Approval of Task Order Contract with Steel Inspectors of Texas, Inc. for Construction Materials Inspection and Testing Services of IPL Section 19 Long Tunnel Crossings of the Integrated Pipeline Project

FUNDING: Dallas Bond Fund

RECOMMENDATION:

Management recommends approval of Task Order Contract **in an amount not-to-exceed \$375,000** with Steel Inspectors of Texas, Inc. for construction materials inspection and testing (CMIT) services for IPL Section 19 Long Tunnel Crossings of the Integrated Pipeline Project.

DISCUSSION:

On October 25, 2019, City of Dallas requested the District to proceed with design and construction of Phase 3 of the Integrated Pipeline project. Phase 3 of the Integrated Pipeline spans from Lake Palestine to Cedar Creek and is funded entirely by City of Dallas.

Steel Inspectors (SIT) was selected to provide PL19 Long Tunnels Project CMIT field certified welding and structural steel inspection services based on their statement of qualifications received on July 22, 2021. These CMIT services include visual, magnetic particle, die-penetrant and radiographic (x-ray) inspection technologies. This statement of qualifications and experience demonstrates SIT's ability to provide the required services. Negotiations were conducted and an agreement was reached on scope, fees and contract terms and conditions. SIT's scope of work for the Section 19 Long Tunnel Crossings project also includes a Special Services Contingency to be released at the Program Manager's discretion.

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

Included for reference are Staff recommendation, Fee Summary, and Fair Opportunity in Purchasing and Contracting Summary.

SIT is a qualified DBE/HUB firm under the Fair Opportunities in Purchasing and Contracting Program.

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

Submitted By:

Ed Weaver
IPL Program Manager

Memo



TO: Ed Weaver

FROM: Matt Gaughan

DATE: February 28, 2022

SUBJECT: Recommendation for Award of Task Order Contract for Construction Materials Inspection and Testing Services for IPL Pipeline Section 19 Long Tunnel Crossings to Steel Inspectors of Texas, Inc.

Steel Inspectors of Texas, Inc. (SIT) was selected to provide Construction Materials Inspection and Testing (CMIT) field certified welding inspection services based on the statement of qualifications received on July 22, 2021 in response to the Request for Statements of Qualifications for CMIT Services. This statement of qualifications and experience has demonstrated SIT's ability to provide the required services. Negotiations were conducted and an agreement was reached on scope, fees and contract terms and conditions.

There are no requirements for consultants to meet DBE/HUB participation goals under the Fair Opportunities in Purchasing and Contracting Program for IPL CMIT contracts. The District intends to meet Program goals by selecting qualified DBE/HUB consultants and contracting directly with these firms for services. SIT qualifies as a DBE/HUB firm under the Fair Opportunities in Purchasing and Contracting Program.

Negotiations were conducted and an agreement was reached on scope, fees and contract terms and conditions. District staff recommends award of this contract to SIT for Construction Materials, Inspection and Testing Services for the IPL Pipeline Section 19 Long Tunnel Crossings project in the amount of \$375,000.00.

The Fee Summary is attached for reference.



| FEE SUMMARY | | |
|--|--|----------------------|
| Integrated Pipeline Project | | |
| IPL Section 19 Long Tunnel Crossings – CMIT Certified Welding Inspection Services | | |
| Accurate Inspections, Inc. | | |
| Task | Description | Estimated Fee |
| Basic Services | | |
| 1.0 | Project Management | \$15,975.00 |
| 2.0 | Field Certified Welding Inspection | \$313,695.00 |
| | Subtotal Basic Services | \$329,670.00 |
| Optional Supplemental Services | | \$45,330.00 |
| | Subtotal Optional Supplemental Services | \$45,330.00 |
| | Total | \$375,000.00 |

Fair Opportunity Purchasing

Project: Consider Approval of a Task Order Contract with Steel Inspectors of Texas, Inc. for Construction Materials Inspection and Testing Services of Section 19 Long Tunnel Crossings of the Integrated Pipeline Project(IPL)

Not to Exceed \$375,000.00

Steel Inspectors of Texas, Inc., an Engineering and Consulting company with local offices in 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 | \$329,670.00 | 87.9% |
| Non-Local Contracts | | 0.00% |
| Optional Supplemental Services | \$45,330.00 | 12.1% |
| Total This Agenda | \$375,000.00 | |

LOCAL/NON-LOCAL MWBE/HUB PARTICIPATION THIS ACTION

| <u>Local</u> | <u>Certification</u> |
|---------------------------|-----------------------------|
| Steel Inspectors of Texas | WBE/HUB |

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 14

DATE: March 22, 2022

SUBJECT: Consider Approval of Contract with Shermco Industries to Replace Seven Protective Relays at Richland-Chambers High Capacity Booster Pump Station Main #2, Station Service Breaker and Pump Units 4 and 5

FUNDING: Fiscal Year 2022 Revenue Fund Budget - \$302,000

RECOMMENDATION:

Management recommends approval of a contract **in the amount of \$149,550** with Shermco Industries for replacement of seven protective relays at Richland-Chambers High Capacity Booster Pump Station Main #2, station service breaker and pump units 4 and 5.

DISCUSSION:

The project consists of the replacement of seven protective relays with Schweitzer Engineering Laboratories protective relays and associated wiring, switchgear doors, control components, programming, and ancillary components. The existing protective relays were installed in 1999 and components are no longer functioning as designed. Many of the components that enable communications to SCADA are at the end of their expected life and no longer supported.

Protective relays are devices that shut down motors, feeder cables, transformers, and pumps, when detecting operating parameters outside of the normal safe limits. Protective relays monitor parameters like voltage and amperage of motors, temperature of motor windings and pump/motor bearings, and incoming power supply interruptions. The system of protective relays works together to extend the life of pumps, motors, switchgear, transformers, and the pipelines.

Shermco Industries currently holds the electrical services contract for switchgear. The contract dictates the labor rates and material markup percentage. Shermco will perform this project under the terms of the existing electrical services contract. Estimated labor is \$109,550. Estimated material is \$40,000.

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

Submitted By:

Darrell Beason
Chief Operations Officer

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 15

DATE: March 22, 2022

SUBJECT: Consider Approval of Capital Equipment Expenditures

FUNDING: Fiscal Year 2022 General/Revenue

RECOMMENDATION:

Management recommends approval of capital expenditures as outlined in the attached spreadsheet.

DISCUSSION:

All statutory bidding requirements have been satisfied.

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

Submitted By:

Darrell Beason
Chief Operations Officer

**Tarrant Regional Water District
Board of Directors Meeting
March 2022
Capital Equipment Expenditures and Disposal**

| Requested Board Action | Item | Discussion | Fund | Amount | Vendor | Budget | |
|---|--|---|---------|--------------|--|-------------|--------------|
| | | | | | | Budget Line | Amount |
| 1 Approve Purchase | ITB No. 22-042 LED Patrol/Search and Rescue Boat, Motor, and Trailer | New unit will replace patrol boat 14-46 that was removed from service in 2021 due to a hull failure. New unit is a fast-response patrol/search and rescue boat. Aluminum hull has a 15 year warranty. Cost breakdown as follows: Boat - \$ 96,458 Motor - \$26,967 Trailer - \$7,090 Safety Equipment - \$36,735 Police Outfitting - \$7,486 | General | \$174,736.00 | Silver Ships Inc. of Theodore, AL | 11976 | \$160,000.00 |
| 2 Declare Surplus and Final Disposition | 2-326 2014 Dodge Journey Sports Utility Vehicle | Unit 2-326 sustained major damage in an accident on October 21, 2021. Repairing is not cost effective due to the right frame rail damage. A replacement unit has been added to the FY23 Capital Budget. Unit 2-326 is surplus and will be sold at auction. | General | | | | |
| 3 Declare Surplus and Final Disposition | 2-345 2014 Ford 1/2 Ton 4wd Ext Cab Pickup | Unit 2-345 was assigned to an inspector on the Integrated Pipeline Project. This unit has an overall fleet condition assessment of "poor" and has been removed from service. Unit 2-345 is surplus and will be sold at auction. | Revenue | | | | |
| 4 Declare Surplus and Final Disposition | 2-372 2017 Chevrolet 1/2 Ton 4wd Crew Cab Pickup | Unit 2-372 sustained major damage in an accident on July 12, 2021. Repairing is not cost effective. A replacement unit has been added to the FY23 Capital Budget. Unit 2-372 is surplus and will be sold at auction. | Revenue | | | | |
| 5 Declare Surplus and Final Disposition | 6-163 2012 Kubota M126X Krawler Tractor | Unit 6-163 sustained an engine failure. Repairing is not cost effective. Unit 6-163 is surplus and will be sold at auction. | General | | | | |
| 6 Declare Surplus and Final Disposition | 14-39 1991 Sportscraft 202 Fishmaster Boat & 10-84 2005 EZ Load Boat Trailer | Units 14-39 & 10-84 have an overall condition of "fair". Unit 14-39 was used as a work boat for reservoir maintenance. Units are surplus and will be donated to the Eagle Mountain Volunteer Fire Department for services to the District to assist with response to accident, medical, and fire emergency calls on Eagle Mountain Lake. | Revenue | | | | |
| 7 Declare Surplus and Final Disposition | 14-46 2005 McKee 22' Runaway Patrol Boat | Unit 14-46 was removed from service due to a hull failure and is considered unsafe to operate. Unit 14-46 is surplus and will be sold at auction. | General | | | | |
| 8 Declare Surplus and Final Disposition | 12-61 1996 Miller Big 40 Welder | Unit 12-61 has an overall fleet condition assessment of "poor". This unit was replaced 11/22/21. Unit 12-61 is surplus and will be sold at auction. | Revenue | | | | |
| 9 Declare Surplus and Final Disposition | 12-21 2001 Hobart Champion Welder | Unit 12-21 has an overall fleet condition assessment of "poor". This unit was replaced 1/19/20. Unit 12-21 is surplus and will be sold at auction. | Revenue | | | | |
| 10 Declare Surplus and Final Disposition | 12-29 1997 Lincoln Ranger Welder | Unit 12-29 has an overall fleet condition assessment of "poor". This unit was replaced 12/14/21. Unit 12-29 is surplus and will be sold at auction. | Revenue | | | | |

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 16

DATE: March 22, 2022

SUBJECT: Consider Approval of Operations Maintenance Expenditures

FUNDING: Fiscal Year 2022 General/Revenue Fund

RECOMMENDATION:

Management recommends approval of operations maintenance expenditures as outlined on the attached spreadsheet.

DISCUSSION:

All statutory bidding requirements have been satisfied.

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

Submitted By:

Darrell Beason
Chief Operations Officer

**Tarrant Regional Water District
Board of Directors Meeting
March 2022
Operations and Maintenance**

| Project | Vendor | Amount | Purpose | Budget Line | Budget |
|--|---------------------------|-------------------------|---|--|--|
| ITB 22-044 Purchase of 3700 tons for RCWL Sed Pond 3 | Green Dream International | \$147,658 | Purchase and delivery of 3,700 tons of 8"-15" riprap. This material will be used to stabilize approximately 2,300 linear feet of bank erosion at the Richland Chambers George W. Shannon Wetlands. | 12055 | Revenue \$ 285,000.00 |
| RFP 22-049 Temporary Labor Services | Certified Personnel, LLC | At a rate of \$18.75/hr | Vendor to provide general labor duties include picking up litter, brush and weed removal, unloading trucks, moving furniture and other similar tasks involving manual labor as required by the District. This contract is for one initial six month period with the option to renew for four additional one-year periods with acceptable performance. | 473, 474, 475, 3668, 7501, 8425, 8426, 5596, 5597, 5009, 8427, 10910 | General, Revenue, TRWD Rec \$ 202,000.00 |
| OEM Purchase | Thompson Group | \$726,333 | This project is the annual predictive maintenance pipe replacement, consisting of replacing 17 damaged segments of the 72" Cedar Creek Pipeline during Fiscal Year 2023. | 12007 | Revenue \$ 500,000.00 |

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 17

DATE: March 22, 2022

SUBJECT: Consider Appointment of Director to the Trinity River Vision Authority Board of Directors

FUNDING: N/A

RECOMMENDATION:

Management recommends that TRWD recognize a potential vacancy on the Board of Directors of the Trinity River Vision Authority caused by the expiring term of current Director James Hill, and make an appointment to fill the same.

DISCUSSION:

By Resolution dated July 18, 2006, the Board of Directors of TRWD authorized the incorporation of Trinity River Vision Authority ("TRVA") and appointed the initial directors of TRVA. The Bylaws of TRVA, which were adopted by the Board of Directors of TRVA on October 5, 2006 and approved by the Board of Directors of TRWD on October 17, 2006, call for a TRVA Board of Directors of up to seven (7) in number with each Director to serve for a term of four (4) years.

By Resolution dated April 4, 2018, the TRWD Board of Directors appointed James Hill to a four-year term as a director of TRVA. He has served in this capacity since that time, and his four-year term will expire on April 4, 2022. Staff recommends filling that vacancy immediately to maintain consistency of leadership at TRVA.

For reference, the Board of Directors of TRVA currently consists of the following directors:

G.K. Maenius
Dan Buhman
Roy C. Brooks
Bob Riley
David Cooke
Carlos Flores
James Hill

Submitted by:

Dan Buhman
General Manager

**RESOLUTION OF THE BOARD OF DIRECTORS
OF
TARRANT REGIONAL WATER DISTRICT**

WHEREAS, under the authority granted by House Bill 2639 of the 79th Texas Legislature, on July 18, 2006 the Board of Directors of the Tarrant Regional Water District (“TRWD”) authorized the creation of a nonprofit corporation to act on behalf of TRWD as TRWD’s authority and instrumentality;

WHEREAS, such a nonprofit corporation was thereafter incorporated as Trinity River Vision Authority (“TRVA”) as evidenced by the Certificate of Filing issued by the Texas Secretary of State dated effective July 21, 2006;

WHEREAS, the Bylaws of TRVA, which were adopted by the Board of Directors of TRVA on October 5, 2006 and approved by the Board of Directors of TRWD on October 17, 2006, call for a TRVA Board of Directors of up to seven (7) in number;

WHEREAS, James Hill was appointed as a director of TRVA on April 4, 2018;

WHEREAS, James Hill’s four-year term as a director of TRVA will expire on April 4, 2022;

WHEREAS, in recognition of the expiring term of a current TRVA Board member, the Board of Directors of TRWD has determined that it is appropriate to appoint _____ as a member of the Board of Directors of TRVA for a four-year term ending on March 22, 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TARRANT REGIONAL WATER DISTRICT:

1. The number of directors which constitute the board of directors of TRVA is seven (7).
2. The following individual is appointed to a four (4) year term as a Director of TRVA:

Name: _____

PASSED, APPROVED AND ADOPTED THIS 22nd DAY OF MARCH, 2022.

TARRANT REGIONAL WATER DISTRICT

BY: _____
Leah M. King, President
Board of Directors

ATTEST:

Jim Lane, Secretary Pro Tem

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 19

DATE: March 22, 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 Discuss Pending or Contemplated Litigation Related to the Mary's Creek Water Reclamation Facility; and

Section 551.074 to Deliberate Regarding Personnel Matters - General Manager Employment and Compensation

DISCUSSION:

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

Submitted By:

Alan Thomas
Deputy General Manager

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 20

DATE: March 22, 2022

SUBJECT: Consider Approval and Adoption of the Following Proposed Board Policies to be Effective April 1, 2022: Purchasing and Procurement Policy; Fair Opportunities Purchasing and Contracting Policy

FUNDING: N/A

RECOMMENDATION:

Management recommends approval and adoption of the following proposed Board Policies: Purchasing and Procurement Policy; Fair Opportunities Purchasing and Contracting Policy.

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 consideration, approval, and adoption of the following proposed Board Policies that cover the area of Procurement:

Purchasing and Procurement Policy
Fair Opportunities Purchasing and Contracting Policy

Two changes were made to the proposed Purchasing and Procurement Policy since the board meeting on February 15, 2022. These changes are more consistent with the structure of previous Board-approved Policies.

Section 201.5.1 - Changed from designating authority to specific position titles to "General Manager or designee."

Section 201.5.2 - Changed from designating authority to specific position titles to "General Manager or designee."

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

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.

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 or designee 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 or designee to 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;
- 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.

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.

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.
- 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 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.

A regular update regarding TRWD's Energy Procurement will be provided to the Board.

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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.

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.

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.

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

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

- 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.

Next Scheduled Board Meeting

April 19, 2022