

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 19th Day of April 2022 at 9:00 a.m.

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

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

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

Citizens may present public comment at this time, limited to a total time of three (3) minutes per speaker, unless the speaker addresses the Board through a translator, in which case the limit is a total time of six (6) minutes. If citizens wish to address the Board in person, each proposed speaker must have completed and submitted a speaker card prior to the commencement of the meeting, identifying any agenda item number(s) and topic(s) the speaker wishes to address with the Board. 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, April 18, 2022, identifying any agenda item number(s) and topic(s) the speaker wishes to address with the Board. In such event, the speaker will be provided with a dial-in number to address the Board. By law, the Board may not deliberate, debate, or take action on public comment but may place the item on a future agenda.

- 3. Consider Approval of the Minutes from the Meeting Held on March 22, 2022**
- 4. Consider Approval of Credit Change Order with Traylor Sundt Joint Venture for Tunnel Boring Machine Modifications of Integrated Pipeline Section 19 Long Tunnel Crossings of the Integrated Pipeline Project - Ed Weaver, IPL Program Manager**

5. **Consider Approval of Contract with Huitt-Zollars, Inc. for Operations Compound Relocation Phase 1 Master Planning and Design Services - Darrell Beason, Chief Operations Officer**
6. **Consider Approval of Purchase of Prefabricated Concrete Control Building from Huffman Communications Sales, Inc. - Darrell Beason, Chief Operations Officer**
7. **Discussion of the Following Proposed Board Policy: Liability Insurance and Indemnification Policy - Lisa Cabrera, Chief Human Resources Officer**
8. **Consider Approval of Interlocal Agreement with North Central Texas Council of Governments, Regional Transportation Council, the City of Fort Worth, and the Tarrant Regional Water District that will Govern the Repayment of a \$5 Million Loan for the Trinity River Vision Central City Bridge Project - Stephen Tatum, General Counsel**
9. **Staff Updates**
 - **Watershed Programming Update and Award - Darrel Andrews, Assistant Environmental Director**
 - **Water Resources Update - Rachel Ickert, Chief Water Resources Officer**
10. **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; and

Section 551.072 to Deliberate the Purchase, Exchange, Lease or Value of Real Property
11. **Consider Approval of Authorization to Acquire Real Property by Purchase for the Integrated Pipeline Project - Steve Christian, Real Property Director**
 - **IPL Parcel 628AE
(4WS Cedar Creek Ranch, Ltd.)**

A temporary easement interest across a 0.375-acre tract of land situated in the Vinzens Survey, Abstract Number 288, Henderson County, Texas

 - **IPL Parcel 1123AE
(Gary)**

A permanent easement interest across a 1.320-acre tract of land situated in the Lucy J. Vaughn Survey, Abstract Number 788, and the D.M. Morgan Survey, Abstract Number 557, Henderson County, Texas

- 12. Consider Approval of Authorization to Execute Replacement Deeds Conveying Land Located in the M. Boren Survey, Abstract No. 56, the Thomas Ross Survey, Abstract No. 672, and the Chas. R. Sanders Survey, Abstract No. 746, Navarro County, Texas - Steve Christian, Real Property Director**
- 13. Consider Approval of Reimbursement of Legal Fees Incurred by TRWD Board Members Related to District Attorney Inquiry That Concluded with No Charges - Stephen Tatum, General Counsel**
- 14. Future Agenda Items**
- 15. Schedule Next Board Meeting**
- 16. Adjourn**

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF
TARRANT REGIONAL WATER DISTRICT
HELD ON THE 22nd DAY OF MARCH 2022 AT 9:00 A.M.

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

Present
James Hill
Jim Lane
Marty Leonard
Mary Kelleher

Absent
Leah King

Also present were Dan Buhman, Alan Thomas, Darrell Beason, Lisa Cabrera, Linda Christie, Samantha Drumm, Woody Frossard, Ellie Garcia, Jason Gehrig, Rachel Ickert, Laramie LaRue, Chad Lorance, Sandy Newby, Rick Odom, Stephen Tatum, and Ed Weaver of the Tarrant Regional Water District (District or TRWD). Also in attendance were Carlos Lopez of Thompson & Horton LLP, and Paulina Williams of Baker Botts LLP.

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

1.

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

2.

Public comment was received from Lon Burnam who indicated he would speak regarding agenda items 2, 3, and 17. Public comment was received from Thomas Torlincasi, who indicated he would speak regarding agenda item 2 and reporting of crimes. Public comment was received from Doreen Geiger who indicated she would

speak regarding item 6. Public comment was received from Jackee Cox who indicated she would speak regarding agenda items 2 and 19. In response to Jackee Cox, Director Hill stated that Marty Leonard is an upstanding member of the Board and has adequately disclosed and recused herself from all discussions of Mary's Creek. Public comment was received from Lee Henderson who indicated he would speak regarding the Resort at Eagle Mountain Lake (Island) survey.

3.

On a motion made by Director Leonard and seconded by Director Lane, the Directors voted to approve the minutes from the Board meeting held on February 15, 2022. It was accordingly ordered that these minutes be placed in the permanent files of the District.

4.

Elizabeth Basham, Executive Director of Trinity Collaborative, Inc., gave a presentation on the upcoming Mayfest event.

5.

With the recommendation of management, Director Leonard moved to approve a contract with JPMorgan Chase to continue as the Depository service provider for the District. Funding for this item is included in the Fiscal Year 2022 General Fund Budget. Director Kelleher seconded the motion and the vote in favor was unanimous.

6.

With the recommendation of management, Director Leonard moved to approve a contract extension in an amount not-to-exceed \$833,151 with Innovative Management Solutions, Inc. for Central City Program Controls for the initial year of a six-year contract. Funding for this item is included in the Fiscal Year 2022 Special Projects/Contingency

Fund. Director Lane seconded the motion and the vote in favor was unanimous.

7.

With the recommendation of management, Director Kelleher moved to approve a reimbursement agreement in the amount of \$3,201,845 with Energy Transfer Fuel, LP 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 United States Army Corps of Engineers. Funding for this item is included in the Fiscal Year 2022 Special Projects/Contingency Fund. Director Leonard seconded the motion and the vote in favor was unanimous.

8.

With the recommendation of management, Director Leonard moved to approve 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. Funding for this item is included in the Bond Fund. Director Kelleher seconded the motion and the vote in favor was unanimous.

9.

With the recommendation of management, Director Lane moved to approve a contract amendment in an amount not-to-exceed \$98,394 with HDR Engineering, Inc. for corrosion control engineering services for the Cedar Creek pipeline replacement project in the Mansfield to Waxahachie area. Funding for this item is included in the Bond Fund. Director Kelleher seconded the motion and the vote in favor was unanimous.

10.

With the recommendation of management, Director Leonard moved to approve release of retainage and final payment in the amount of \$3,606,157.40 and contract closeout with Thalle Midlothian Partners, LLC for the PL1213MBR project of the IPL Project. Funding for this item is included in the 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 Task Order Contract in an amount not-to-exceed \$717,000 with Accurate Inspections, Inc. for construction materials inspection and testing services for IPL Pipeline Section 19 Long Tunnel Crossings of the IPL project. In addition, the General Manager, or his designee, is granted authority to execute all documents associated with this item. Funding for this item is included in the Dallas Bond Fund. Director Lane seconded the motion and the vote in favor was unanimous.

12.

With the recommendation of management, Director Kelleher moved to approve a Task Order Contract in an amount not-to-exceed \$800,000 with E TTL Engineers and Consultants, Inc. for construction materials inspection and testing services for IPL Section 19 Long Tunnel Crossings of the IPL project. In addition, the General Manager, or his designee, is granted authority to execute all documents associated with this item. Funding for this item is included in the Dallas Bond Fund. Director Lane seconded the motion and the vote in favor was unanimous.

13.

With the recommendation of management, Director Kelleher moved to approve a

Task Order Contract in an amount not-to-exceed \$375,000 with Steel Inspectors of Texas, Inc. for construction materials inspection and testing services for IPL Section 19 Long Tunnel Crossings of the IPL project. In addition, the General Manager, or his designee, is granted authority to execute all documents associated with this item. Funding for this item is included in the Dallas Bond Fund. Director Lane seconded the motion and the vote in favor was unanimous.

14.

With the recommendation of management, Director Leonard moved to approve 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. Funding for this item is included in the Fiscal Year 2022 Revenue Fund Budget. Director Kelleher seconded the motion and the vote in favor was unanimous.

15.

With the recommendation of management, Director Leonard moved to approve the capital equipment expenditures as outlined in the attached spreadsheet. Funding for these items is included in the Fiscal Year 2022 General and Revenue Budgets. Director Kelleher seconded the motion and the vote in favor was unanimous.

**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				

16.

With the recommendation of management, Director Lane moved to approve the operations maintenance expenditures as outlined in the attached spreadsheet. Funding for these items is included in the Fiscal Year 2022 General and Revenue Budgets. Director Kelleher seconded the motion and the vote in favor was unanimous.

**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

17.

With the recommendation of management to appoint a Director to the Board of Directors of the Trinity River Vision Authority, Director Lane moved to reappoint James Hill as a Director on the Board of Directors of the Trinity River Vision Authority. Director Kelleher seconded the motion and the vote in favor was unanimous.

18.

Staff Updates

- Transparency Update

Director Hill thanked staff for transitioning from no recognition from the state comptroller's office to being tied for one of the highest rated financially transparent districts in the state over a period of less than nine months, and for staff's continued commitment to transparency.

- Public Affairs Update

- Water Resources Update

Director Leonard congratulated the staff on conservation efforts.

The Board of Directors recessed for a break from 10:19 a.m. to 10:24 a.m.

19.

The Board next held an Executive Session commencing at 10:25 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 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. Director Leonard recused herself from discussions of Mary's Creek Water Reclamation Facility.

Upon completion of the executive session at 10:54 a.m., the Vice President reopened the meeting.

20.

With the recommendation of management, Director Leonard moved to approve and adopt the following proposed Board Policies: Purchasing and Procurement Policy; Fair Opportunities Purchasing and Contracting Policy. Director Lane seconded the motion and the vote in favor was unanimous.

21.

There were no future agenda items approved.

22.

The next board meeting was scheduled for April 19, 2022 at 9:00 a.m.

23.

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

President

Secretary

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 4

DATE: April 19, 2022

SUBJECT: Consider Approval of Credit Change Order with Traylor Sundt Joint Venture for Tunnel Boring Machine Modifications of Integrated Pipeline Section 19 Long Tunnel Crossings of the Integrated Pipeline Project

FUNDING: Dallas Bond Fund

RECOMMENDATION:

Management recommends approval of a credit change order **in the amount of \$(232,190)** for Tunnel Boring Machine (TBM) modifications with Traylor Sundt Joint Venture for IPL Section 19 Long Tunnel Crossings (PL19TUN), which is funded 100% by City of Dallas. The current contract price is \$221,780,319 and the revised total not-to-exceed contract price, including this change order, will be \$221,548,129.

DISCUSSION:

In an Earth Pressure Balance Tunnel Boring Machine (EPBTBM) the excavated material is used to support the face of the excavation. The ground excavated by the cutter head is mixed and accumulated under pressure and then extracted in a controlled manner by pumping, screw conveyor, or both.

The purpose of this Change Order is removal of the positive displacement device or muck pump from the Earth Pressure Balance Tunnel Boring Machine (EPBTBM). The specified tunnel diameter limits the size of the positive displacement pump device (muck pump) that can be fit into the PL19TUN EPB TBM. The smaller diameter of the positive displacement device increases the risk that the device could become blocked with stones and rocks, requiring regular manual cleaning and slowing down production. Based on review of the PL19 geotechnical data and specified tunnel diameter, the TBM manufacturer is recommending removing the specified positive displacement device and replacing it with a longer screw conveyor to overcome and relieve the expected pressure gradients. Traylor Sundt agrees with and accepts the TBM manufacturer's proposed modifications and has requested to modify the specified muck handling system of the EPB TBM to include an extra-long screw conveyor, enhanced foam delivery system and the addition of a closure gate.

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

The Recommendation by Staff and Tabulation of Change Order Items are attached.

This item was reviewed by the Construction and Operations Committee on April 14, 2022.

Submitted By:

Ed Weaver
IPL Program Manager



Memo

To: Ed Weaver

From: Charles Cameron

Copy: Coy Veach, Robert Allen

Date: April 19, 2022

Subject: Recommendation for Approval of Change Order 0001 for PL19TUN of the Integrated Pipeline Project.

We have prepared Change Order 0001 for Modifications to the Contract Documents for the referenced project. This Change Order represents a net reduction in the Contract Price in the amount of \$(232,190). Descriptions for the Change Order Item and the reason for the change is shown in the attached Tabulation of Change Order Items.

This Change Order adds 0 additional days to the contract.

It is recommended that authorization be given to execute Change Order 0001 for PL19TUN of the Integrated Pipeline Project for a net reduction in Contract Price in the amount of \$(232,190). The total contract value, including this Change Order, will be \$221,548,129.00.

Change Order

Project: <u>IPL Section 19 Long Tunnel Crossings (PL19TUN)</u>	Project Number: _____
Owner: <u>Tarrant Regional Water District</u>	<u>21-001</u>
Contractor: <u>Traylor-Sundt JV</u>	<u>2201</u>
Engineer: <u>HDR Engineering and BGE, Inc.</u>	<u>10017386 & 0672-01</u>

Change Order No.: <u>0001</u>	Date: <u>4/4/2022</u>
Funding Source: _____	

Make the following additions, modifications, or deletions to the Work described in the Contract Documents:
 Modify the specified EPB TBM muck handling system and remove the Positive

1. Displacement Device from the discharge end of the screw conveyor (CP0001)	<u>\$(232,190.00)</u>
2.	_____
3.	_____
4.	_____
5.	_____
Net Change to Contract Amount:	<u>\$(232,190.00)</u>

The compensation in this Change Proposal is the full, complete, and final compensation for all costs the Contractor may incur as a result of or relating to this change whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged Work as a result of this Contract Amendment. The changes in Contract Times are the complete and final adjustments for direct impacts to the ability of the Contractor to complete the Work within the Contract Times and are the only adjustments to which the Contractor is entitled.

a Original Contract Price	<u>\$221,780,319.00</u>
b Previously Approved Change Order Amounts	<u>\$0.00</u>
c Adjusted Contract Price (a + b)	<u>\$221,780,319.00</u>
d Change Order Amount	<u>\$(232,190.00)</u>
e Revised Contract Price (c + d)	<u>\$221,548,129.00</u>
f Percent Change to Date: <u>0.1</u>	g Change in Days this Change Order: <u>0</u>

		Original		Previous	Current
Substantial	h	<u>7/24/25</u>	i	<u>7/24/25</u>	j <u>7/24/25</u>
Final	k	<u>9/22/2025</u>	l	<u>9/22/2025</u>	m <u>9/22/2025</u>

Recommended by: <u>Project Construction Manager</u>	Recommended by: <u>Program Construction Manager</u>
_____ <small>Name</small>	_____ <small>Name</small>
_____ <small>Date</small>	_____ <small>Date</small>
Approved by: <u>Traylor Sundt JV</u>	Approved by: <u>Tarrant Regional Water District</u>
_____ <small>Name</small>	_____ <small>Name</small>
_____ <small>Date</small>	_____ <small>Date</small>

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 5

DATE: April 19, 2022

SUBJECT: Consider Approval of Contract with Huitt-Zollars, Inc. for Operations Compound Relocation Phase 1 Master Planning and Design Services

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends approval of a contract **in an amount not-to-exceed \$83,450** with Huitt-Zollars, Inc. for master planning and design services for the Operations Compound Relocation Phase 1.

DISCUSSION:

Construction of the FWCC Bypass Channel will require the relocation of the existing District Operations and Purchasing facilities, assets, and staff. Additional property has been acquired to offset the impacts, and with the new property the overall layout and configuration of the Operations and Purchasing compound should be studied along with the relationships between departments, space requirements, COVID impacts, etc. prior to major infrastructure investment.

The District requires the services of a firm to provide master planning and design services. A phased approach to the design effort will include:

- Phase 1 will start with revisiting and updating the prior facilities assessment, perform planning meetings, perform conceptual design meetings, and complete a schematic design to lock in a site master plan and layout for the new property.
- Phase 2 will focus on design development to lock in the building systems, finishes, costs, and schedules.
- Phase 3 will focus on construction documents and bidding for the new Operations and Purchasing site.

This item was reviewed by the Construction and Operations Committee on April 14, 2022.

Submitted by:

Darrell Beason
Chief Operating Officer

April 11, 2022

Mr. JL Cabrera
Vice President-Facilities
Tarrant Regional Water District
600 East Northside Drive
Fort Worth, TX 76164

RE: Proposed A/E Services—Phase 1-Feasibility Study, Schematic Design, Site Planning
Hwy 820 & Old Decatur Road
Fort Worth, TX

Mr. Cabrera:

Huitt-Zollars, Inc. (HZ) appreciates the opportunity to propose professional architectural/engineering design services for the above-referenced project—the programming/feasibility analysis, conceptual site and buildings master planning, site investigation, and surveying of the subject parcel. Our proposal is based upon the scope of services, compensation, schedule, terms and conditions as contained in this letter.

Project Description

The project includes pre-design services to investigate the approximately 20-acre parcel recently acquired by TRWD at the SE corner of Interstate 820 North and Old Decatur Road in Fort Worth, TX. Work includes developing project scope, goals, objectives, and identifying potential constraints to the site's development. Architectural programming is required—reviewing past operational and organizational projections and needs, developing an information gathering questionnaire, conducting interviews or workshops with departmental leaders and other stakeholders, and identifying departmental relationship priorities. Site evaluation is needed including analysis of topography influences, climatic influences, regulatory requirements, as well as investigation of subsurface utility conditions. Conceptual site planning will be required as well as a cost estimate of eventual planned development.

Our strategy is to execute the project in two sub-phases: 1-A for site investigation, architectural programming/interviewing/workshops, research, topographical surveying and subsurface utility engineering; and 1-B for conducting an interactive design/planning charrette, developing site master plan concepts, creating a preliminary architectural design vernacular-theme for future development, and presentation materials for explaining the process and resultant outcomes to the Board of Directors. Developing a Statement of Probable Cost for the site's development will also be created as part of this sub-phase. We will also schedule and facilitate a Pre-Development Conference (PDC) with the City of Fort Worth to identify key site development issues that the various agencies of the city believe need to be addressed.

SCOPE OF SERVICES:

1.0 Basic Services:

- 1.1 Pre-Design Phase 1-A: Pre-design phase services will consist of identifying programmatic requirements and criteria established for the project by TRWD, pre-development conferencing with City of Fort Worth (various agencies for pre-design input and direction), research into regulatory constraints and requirements, developing a programmatic questionnaire to be used with stakeholders, conducting two, one-day each workshops in order to interview various department leaders and stakeholders (as identified by TRWD), analysis of site influences such as topography, climate, utility capacity and locations, traffic/vehicular access, conduct a subsurface utility engineering investigation, and perform a topography survey. Additional research and outreach will be conducted with the City for identifying requirements and coordination for the Master Thoroughfare Plan for Old Decatur Road improvements. Should access be considered from the North I-820 Loop freeway access road, collaboration with TX DOT will be conducted as part of this phase. Research and analysis of past departmental and organizational forecasts and projections will also be conducted in this phase. **Deliverable: Bound architectural programming/feasibility report and supporting documents, topo survey, SUE report, research results, and site influences/assessment map. Digital format included.**
- 1.2 Pre-Design Phase 1-B: Further research site regulations/constraints as may be uncovered in the Phase 1-A process, create preliminary site master plan concepts in order to address the programmatic requirements determined in Phase 1-A, create preliminary architectural design vernacular for consideration of future building design, create a formal presentation for recommending development concepts to the Board of Directors, and including a Statement of Probable Cost for the site's development. At the conclusion of this phase, the direction of the site's development should be determined suitable for refinement at the next project phase. Once refined, the project/site would be suited for platting or re-platting as necessary in a future phase. **Deliverable: Site master plan indicating the preferred layout of planned improvements, vehicular and pedestrian pathways, architectural vernacular studies exploring potential design standards (image, materials, unifying constructs), estimated cost of site development of the planned improvements, and rendered quality drawings suitable for presentation. Digital format included.**

2.0 Supplemental Services:

Supplemental design services are specialty services not typically included in basic design. For this portion of the project, HZ does not anticipate supplemental services being required.

3.0 Excluded Services:

Huitt-Zollars shall not be required to furnish any legal or accounting advice or service, nor is the training of operating personnel included in this Agreement. Testing of materials, existing conditions, or construction operations, including hazardous materials, asbestos, and toxic materials are excluded from this agreement. Testing and inspections during construction are the responsibility of others.

A. Additional excluded work (this phase):

1. Environmental investigations (lead, asbestos, mold, environmental permitting, NEPA investigations, etc.).
2. Geotechnical investigation and reporting services.
3. Property surveying (boundary).
4. Traffic study/formal analysis.
5. Government authority fees/permit-plan review fees/applications of municipal or state.
6. As-built measuring and documentation of existing construction.
7. Formal applications for site development approval as required by the City of Fort Worth. (Future phase work)

B. Assumptions made for this proposal:

1. Up to 8 organizational departments may participate in the programming workshops/interviews.
2. Estimated notice-to-proceed to be given on or about May 23, 2022.
3. Existing property easements may not be reflected in the existing boundary survey.

4.0 Owner/Client-Provided Services or Materials:

Items to be provided by the Owner include:

- A. Property survey (boundary).
- B. Previous departmental organizational staffing forecasts/assessments; equipment lists for equipment planned to be stored/staged at the new site.

COMPENSATION:

5.0 Fee:

Our proposed fee for **Basic Services**:

A. Pre-Design Phase 1-A:	\$46,950.00 (Labor & Materials Expended Basis)
B. Pre-Design Phase 1-B:	<u>\$36,700.00</u> (Labor & Materials Expended Basis)
Total—Basic Services	\$83,450.00 (Labor & Materials=NTE Limit)

The Huitt-Zollars, Inc. standard hourly rate schedule is attached.

5.1 Reimbursable Expenses:

Reimbursable expenses will be itemized in invoices in the month they are incurred.

5.2 Invoicing:

Invoices will be submitted monthly for services rendered. Labor and Materials expended will be itemized in the invoice.

PROJECT SCHEDULE:

Huitt-Zollars can begin work immediately upon execution of this proposal/agreement and written notice to proceed.

We propose the following schedule be considered for this project:

- | | | |
|-----------------------------------|-----|-------|
| A. Pre-Design Services—Phase 1-A: | 6-7 | weeks |
| B. Pre-Design Services—Phase 1-B: | 4-5 | weeks |

Assuming our NTP date is about May 23, 2022, we should conclude the Phase 1 effort in late July/early August, 2022 time frame.

For proposing architectural services, we are required by the TBAE Rules and Regulation of the Board Regulating the Practice of Architecture, to disclose that our services are provided under the jurisdiction of the Texas Board of Architectural Examiners and that complaints regarding professional practices of persons registered as architects in Texas may be made to TBAE, 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, telephone 512-305-9000.

TERMS & CONDITIONS

Following are the Terms and Conditions that will apply to this AGREEMENT:

1. AUTHORIZATION FOR WORK TO PROCEED

Signing of this Letter Agreement for services shall be authorization by the Client for Huitt-Zollars, Inc. to proceed with the work. This Agreement represents the entire understanding of Client and Huitt-Zollars, Inc. as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be amended, modified or altered except in writing, signed by the Parties. This Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it.

2. OPINION OF PROBABLE CONSTRUCTION COSTS

It is recognized that neither Huitt-Zollars, Inc. nor its Client has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Huitt-Zollars, Inc. cannot and does not warrant or represent that bids or negotiated prices to construct the part of the project for which it has provided services will not vary from the Client's budget for the Project or from an estimate of the Cost of the Work or evaluation prepared or agreed to by Huitt-Zollars, Inc.

3. STANDARD OF CARE

Services performed by Huitt-Zollars, Inc. under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the

same locality under similar conditions (the "Standard of Care"). Huitt-Zollars, Inc. shall perform its services as expeditiously as is consistent with such Huitt-Zollars, Inc. skill and care and the orderly progress of the Project. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. Huitt-Zollars, Inc. shall act as an independent contractor at all times during the performance of its services, and no term of this Agreement, either expressed or implied, shall create an agency or fiduciary relationship.

4. TAXES

All taxes due for services rendered, including but not limited to gross receipts tax, sales tax, etc., required to be paid will be billed to the Client in addition to fees.

5. BILLING AND PAYMENT

The Client, recognizing that timely payment is a material part of the consideration of this Agreement, Client, shall pay Huitt-Zollars, Inc. for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by Huitt-Zollars, Inc. on a monthly basis and shall be due and payable within thirty (30) calendar days of invoice date. If the Client objects to all or any portion of an invoice, the Client shall so notify Huitt-Zollars, Inc. in writing within ten (10) calendar days of receipt of the invoice in question, but will pay, when due, that portion of the invoice not in dispute.

In the event any invoice or portion thereof is disputed by Client, Client shall notify Huitt-Zollars, Inc. within ten (10) calendar days of receipt of the invoice in question, and Client and Huitt-Zollars, Inc. shall work together to resolve the matter within forty-five (45) days of its being called to Huitt-Zollars, Inc.'s attention. If resolution of the matter is not attained within forty-five (45) calendar days, either party may terminate this Agreement.

6. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Huitt-Zollars, Inc., their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the CLIENT and Huitt-Zollars, Inc. shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project. This mutual waiver shall survive termination or completion of this Contract.

7. TERMINATION/SUSPENSION

If the Client fails to make payments to Huitt-Zollars, Inc. in accordance with this Agreement, such failure shall be considered substantial breach and cause for termination or, at Huitt-Zollars, Inc.'s option, cause for suspension of performance of services under this Agreement. If Huitt-Zollars, Inc. elects to suspend services, Huitt-Zollars, Inc. shall give seven days' written notice to the Client before suspending services. In the event of a termination of this Agreement or suspension of services, Huitt-Zollars, Inc. shall have no liability to the Client or any third party for delay or damage caused by or related in any way to the Client because of such suspension of services. Before resuming services, the Client shall pay Huitt-Zollars, Inc. all sums due prior to suspension, interest at 1.5% per month and any expenses incurred in the interruption and resumption of Huitt-Zollars, Inc.'s services. Huitt-Zollars, Inc.'s fees for the remaining services and the time schedules shall be equitably adjusted.

If the Client suspends the Project, Huitt-Zollars, Inc. shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, Huitt-Zollars, Inc. shall be compensated for expenses incurred in the interruption and resumption of Huitt-Zollars, Inc.'s services. Huitt-Zollars, Inc.'s fees for the remaining services and the time schedules shall be equitably adjusted. If the Client suspends the Project for more than 90 cumulative days for reasons other than the fault of Huitt-Zollars, Inc., Huitt-Zollars, Inc. may terminate this Agreement by giving not less than seven days' written notice.

Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8. ADDITIONAL SERVICES

Any services beyond those specified herein will be provided for separately under a mutually agreed upon Scope of Services, Additional Fees and Schedule and an additional written authorization from the Client.

9. GOVERNING LAW AND JURISDICTION

The laws of the State where the Project is located will govern the validity of this Agreement, its interpretation and performance without regard to any conflict of law's provisions, which may apply the laws of other jurisdictions.

10. HAZARDOUS MATERIALS--SUSPENSION OF SERVICES

Both parties acknowledge that Huitt-Zollars, Inc.'s scope of services does not include any services related to the discovery of or presence of any hazardous or toxic materials. In the event Huitt-Zollars, Inc. or any other party encounters any hazardous or toxic materials, or should it become known to Huitt-Zollars, Inc. that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of Huitt-Zollars, Inc.'s services, Huitt-Zollars, Inc. may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

11. CONSTRUCTION OBSERVATION

If Construction Phase Services are part of this Agreement, Huitt-Zollars, Inc. shall visit the site at intervals agreed to in writing by the Client and Huitt-Zollars, Inc. in order to observe the progress and quality of the portion of the Work that is the subject of this Agreement completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow Huitt-Zollars, Inc. to become generally familiar with the Work in progress and to determine, in general, if the portion of the Work that is the subject of this Agreement is proceeding in accordance with the Contract Documents. Based on these general observations, Huitt-Zollars, Inc. shall keep the Client informed about the progress of the Work and shall endeavor to guard the Client against deficiencies in the Work.

If the Client desires more extensive project observation or fulltime project representation, the Client shall request that such services be provided by Huitt-Zollars, Inc. as Additional Services in accordance with the terms of this Agreement. Huitt-Zollars, Inc. shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. Huitt-Zollars, Inc. shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. Huitt-Zollars, Inc. does not guarantee the performance of the Contractor and shall not be responsible for the

Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

12. JOBSITE SAFETY

Neither the activities of Huitt-Zollars, Inc., nor the presence of Huitt-Zollars, Inc. or its employees and sub-consultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Huitt-Zollars, Inc. and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor.

The Client also agrees that the Client, Huitt-Zollars, Inc. and Huitt-Zollars, Inc.'s sub-consultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance. The Client shall furnish to Huitt-Zollars, Inc. certificates of insurance from the General Contractor evidencing the required coverage specified above. The certificates shall include a provision that Huitt-Zollars, Inc. shall receive thirty (30) days minimum written notification in the event of cancellation, non-renewal or material change of coverage. Proof of such insurance in the form of a standard Accord certificate shall be sent to the Client and Huitt-Zollars, Inc. prior to the General Contractor commencement of construction.

13. RIGHT TO RELY ON CLIENT-PROVIDED INFORMATION

Client shall be responsible for, and Huitt-Zollars, Inc. may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client or any of its other consultants (collectively the Client) to Huitt-Zollars, Inc. Huitt-Zollars, Inc. may use such requirements, programs, instructions, reports, data, plans and information in performing or furnishing services under this Agreement. Any increased costs incurred by Huitt-Zollars, Inc. due to changes in or the incorrectness of information provided by the Client shall be compensable to Huitt-Zollars, Inc. as Additional Services.

14. OWNERSHIP OF INSTRUMENTS OF SERVICE

Huitt-Zollars, Inc. and its consultants shall be deemed the author and owner of the Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of Huitt-Zollars, Inc. and its consultants.

Huitt-Zollars, Inc. grants to the Client a nonexclusive license to use Huitt-Zollars, Inc.'s Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Client substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5. The license granted under this section permits the Client to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Client's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If Huitt-Zollars, Inc. rightfully terminates this Agreement for cause, including but not limited to non-payment of all sums rightfully due, the license granted in this Article 14 shall terminate.

In the event the Client uses the Instruments of Service without retaining Huitt-Zollars, Inc. and its consultants, the Client releases Huitt-Zollars, Inc. and its consultants from all claims and causes of action arising from such uses. The Client, to the extent permitted by law, further agrees to indemnify and hold

harmless Huitt-Zollars, Inc. and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Client's use of the Instruments of Service under this Article 14. The terms of this Article 10 shall not apply if the Client rightfully terminates this Agreement for cause under Article 7.

Except for the licenses granted in this Article 14, no other license or right shall be deemed granted or implied under this Agreement. The Client shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of Huitt-Zollars, Inc. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to Huitt-Zollars, Inc. and its consultants.

The provisions of this Article 14 shall survive the termination of this Agreement.

15. SEVERABILITY

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

16. ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to sub-consultants, normally contemplated by Huitt-Zollars, Inc. as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

17. INSURANCE

Huitt-Zollars, Inc. shall maintain the following insurance until termination of this Agreement EXCEPT Professional Liability as defined below:

- Commercial General Liability with policy limits of One Million Dollars (\$1,000,000) for each occurrence and Two Million (\$2,000,000) in the aggregate for bodily injury and property damage.
- Automobile Liability covering vehicles owned, and non-owned vehicles used by Huitt-Zollars, Inc. with a policy limit of One Million Dollars (1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
- Workers' Compensation at statutory limits.
- Professional Liability covering negligent acts, errors and omissions in the performance of Huitt-Zollars, Inc. services with a limit of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate. Huitt-Zollars, Inc. shall maintain this professional liability insurance during the term of this Agreement and, as reasonably commercially available, for three (3) years after the Date of Substantial Completion of the construction of the portion of the Work which is the subject of this Agreement, if applicable.
- Additional Insured Obligations. To the fullest extent permitted by law, Huitt-Zollars, Inc. shall cause the policies for Commercial General Liability and Automobile Liability to include the Client as an additional insured for claims caused in whole or in part by Huitt-Zollars, Inc. negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Client's insurance policies and shall apply to both ongoing and completed operations.
- If requested, Huitt-Zollars, Inc. shall provide certificates of insurance to the Client that evidence compliance with the requirements in this Section 17.

18. COMPLIANCE WITH LAWS

Huitt-Zollars, Inc. shall exercise the reasonable standard of care to comply with requirements of all applicable codes, regulations, and current written interpretation thereof published and in effect during the

performance of our services. In the event of changes in such codes, regulations or interpretations during the course of the Project that were not and could not have been reasonably anticipated by Huitt-Zollars, Inc. and which result in a substantive change to the construction documents, Huitt-Zollars, Inc. shall not be held responsible for the resulting additional costs, fees or time, and shall be entitled to reasonable additional compensation for the time and expense of responding to such changes.

19. DISPUTE RESOLUTION

If any claim or dispute cannot be resolved between the Project Managers for the parties, or through negotiations between the chosen executives of each of the parties, then the parties shall attempt to resolve the dispute through non-binding mediation and shall be administered by the American Arbitration Association in accordance with the Construction Industry Mediation Procedures in effect on the date of this Agreement. The non-binding mediation process is agreed to be a condition precedent to the right of either party to initiate litigation as a means of resolving any dispute under this Agreement.

The costs and expenses of the Mediator shall be shared equally by the parties. If the matter has not been resolved utilizing the processes set forth above and the parties are unwilling to accept the non-binding decision of the Mediator, either or both parties may elect to pursue resolution through litigation. IT IS FURTHER AGREED THAT ANY LEGAL ACTION BETWEEN THE CLIENT AND HUITT-ZOLLARS, INC. ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN THE COURTS OF THAT STATE WITHOUT A JURY.

20. CONFIDENTIALITY

Huitt-Zollars, Inc. recognizes Client's interests in its confidential financial, programming, operational, and strategic information. Accordingly, Client will designate documents or transmittals of such information as confidential or proprietary and Huitt-Zollars, Inc. shall segregate and not disclose such documents or transmittals or the specific content therein to any third parties except only as authorized by Client, required by law, for public health or safety, or after the information otherwise becomes publicly available through other sources.

21. USE OF SUBCONSULTANTS

Huitt-Zollars, Inc. may employ such consultants, engineers, or other subcontractors (collectively, "Subconsultants") as it deems necessary or advisable in the performance of its obligations hereunder; provided Huitt-Zollars, Inc. must obtain Client's prior written consent to the use of each Subconsultant, which consent shall not be unreasonably withheld. Huitt-Zollars, Inc. will require each Subconsultant to be bound to Huitt-Zollars, Inc. by the terms of this Agreement to the same extent that Huitt-Zollars, Inc. is bound to Client, and each subcontract will expressly incorporate the terms of this Agreement by reference.

22. THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Huitt-Zollars, Inc. Huitt-Zollars, Inc.'s services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Huitt-Zollars, Inc. because of this Agreement or the performance or nonperformance of services hereunder. The Client and Huitt-Zollars, Inc. agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this Project to carry out the intent of this provision.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

In executing this Agreement, Huitt-Zollars and Subconsultant each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate authority to execute this Agreement, and perform the Services described herein.

24. COUNTERPARTS, ELECTRONIC SIGNATURES

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file or the like, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

25. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY, IN THE AGGREGATE, OF HUITT-ZOLLARS, INC. AND ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT, AND ANYONE CLAIMING THROUGH OR UNDER CLIENT, FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATING TO THIS PROJECT OR AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO TORT (INCLUDING NEGLIGENCE AND HUITT-ZOLLARS, INC. ERRORS AND OMISSIONS), STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY HUITT-ZOLLARS, INC.

AUTHORIZATION:

Should this proposal meet with your approval and acceptance, please sign and return to my attention via my e-mail. We will consider your signed acceptance as notice-to-proceed with the work as described. Thank you for considering Huitt-Zollars for your professional design services. We are enthused about assisting the Tarrant Regional Water District with this exciting project!

Sincerely,
HUITT-ZOLLARS, INC.



David Campbell, AIA
Vice President

**Accepted & Approved for
Tarrant Regional Water District**

(Signature)

(Name)

(Title)

(Date)

HUITT-ZOLIARS

Dallas/Fort Worth Office

2022

HOURLY RATE SHEET

Engineering/Architecture

Principal	\$285.00
Sr. Project Manager	\$275.00
QA Manager	\$250.00
Design Principal	\$240.00
Sr. Structural Engineer	\$240.00
Project Manager	\$225.00
Sr. Civil Engineer	\$220.00
Sr. Mechanical Engineer	\$195.00
Sr. Electrical Engineer	\$205.00
Civil Engineer	\$180.00
Structural Engineer	\$195.00
Mechanical Engineer	\$160.00
Electrical Engineer	\$160.00
Plumbing Engineer	\$160.00
EIT	\$130.00
Sr. Architect	\$220.00
Architect	\$165.00
Architect Intern 1	\$100.00
Architect Intern 2	\$115.00
Architect Intern 3	\$145.00
Sr. Landscape Architect	\$195.00
Landscape Architect	\$155.00
Landscape Architect Intern	\$115.00
Sr. Planner	\$255.00
Planner	\$165.00
Planner Intern	\$115.00
Sr. Sustainability Professional	\$175.00
Sustainability Professional	\$145.00
Sr. Designer	\$160.00
Designer	\$140.00
Sr. CADD Technician	\$140.00
CADD Technician	\$110.00

Survey

Survey Manager	\$210.00
Sr. Project Surveyor	\$200.00
Project Surveyor	\$150.00
Survey Technician	\$120.00

Survey Crews

1-Person Survey Crew	\$120.00
2-Person Survey Crew	\$180.00
3-Person Survey Crew	\$205.00

Construction

Construction Manager	\$200.00
Resident Engineer	\$155.00
Sr. Resident Project Representative	\$180.00
Resident Project Representative	\$140.00

Administrative

Sr. Project Support	\$110.00
Project Support	\$90.00

Reimbursable Expenses

Consultants	Cost + 10%
Other Direct Costs	Cost + 10%
Mileage	IRS Standard Business Mileage Rate

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 6

DATE: April 19, 2022

SUBJECT: Consider Approval of Purchase of Prefabricated Concrete Control Building from Huffman Communications Sales, Inc.

FUNDING: Fiscal Year 2022 Revenue Fund - \$240,000

RECOMMENDATION:

Management recommends approval of a purchase **in the amount of \$105,304** from Huffman Communications Sales, Inc. of Corsicana, Texas, for a Prefabricated Concrete Control Building.

DISCUSSION:

The Bridgeport Spillway was constructed in the early 1970's and has eight gates for flood releases. To operate the gates, personnel utilize controls located at each individual gate. Gate position, or the opened amount, is measured utilizing a graduated scale adjacent to each gate. When adjustments are made the positions are manually communicated.

The proposed Control Building is a vital part of a project to upgrade and modernize the operation of the spillway. Specifically, the building will provide a climate-controlled and secure environment for the instrumentation and communication equipment that will automate the operation, monitoring, and reporting of spillway releases. In addition, the building provides a safe environment for personnel operating the gates locally, limiting their exposure to adverse weather conditions.

Bids were advertised as per statute, and bid packets were distributed to various vendors. Huffman Communications Sales was the only bid submitted.

Huffman Communications Sales is not a certified diverse business vendor and will self-perform all work.

This item was reviewed by the Construction and Operations Committee on April 14, 2022.

Submitted By:

Darrell Beason
Chief Operations Officer



Bid Tabulation

ITB No. 22-048-1
Description Pre-Fabricated Concrete Communication Building
Due Date and Time March 22, 2022 at 2:00PM

Company Name	Bid Amount
Huffman Communications Sales, Inc.	\$105,304.00

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 7

DATE: April 19, 2022

SUBJECT: Discussion of the Following Proposed Board Policy: Liability Insurance and Indemnification Policy

FUNDING: N/A

RECOMMENDATION: N/A

DISCUSSION:

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

This is an opportunity for board discussion of the following proposed Board Policy:

Liability Insurance and Indemnification Policy

Once adopted, this policy will be posted on TRWD's website.

This item was reviewed by the Administration and Policy Committee on April 13, 2022.

Submitted By:

Lisa Cabrera
Chief Human Resources Officer

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501 LIABILITY INSURANCE AND INDEMNIFICATION POLICY

It is the policy of TRWD to protect and indemnify its Directors, officials, and employees (“Covered Individuals”) from claims and lawsuits for damages or other relief sought against them for acts or omissions arising out of the good faith discharge of their official duties for TRWD to the extent allowed by law. For TRWD to fulfill its public purpose and to attract and maintain quality individuals in all required positions it is necessary that Covered Individuals serving TRWD not incur the expense and liability for acts or omissions arising out of the good faith discharge of their duties performed in the course and scope of TRWD’s business.

501.1 Purpose. The purpose of this Policy is to define the scope of TRWD’s payment of the cost and expense of defending litigation brought against Covered Individuals and indemnifying Covered Individuals. This includes providing a framework for making decisions regarding payment of defense litigation costs for and indemnification of Covered Individuals that complies with all applicable laws, rules, and regulations.

501.2 Scope. This Liability Insurance and Indemnification Policy applies to all TRWD Directors, officials, and employees and relates to all claims and lawsuits for damages for acts or omissions of TRWD Directors, officials, and employees that arise from the good faith discharge of their official duties.

501.3 Insurance. TRWD may purchase insurance or may self-insure, to protect itself and its Covered Individuals from the cost and expense of defending against claims and litigation brought against TRWD or its Covered Individuals individually for acts or omissions occurring during, or arising out of, the course and scope of their duties for TRWD and undertaken in the good faith discharge of their duties for TRWD.

501.4 Defense and Indemnification of Directors, Officials, and Employees. To the extent that the cost and expense of defending against claims asserted, or lawsuits brought, against the Covered Individuals of TRWD are not covered by the applicable policies of insurance purchased by TRWD under this Policy, and to the extent permitted by applicable law, TRWD may defend, hold harmless, and indemnify Covered Individuals from any and all demands, claims, suits, actions, judgments, expenses and reasonable attorneys’ fees incurred in any legal proceedings brought against them in their individual or official capacities as a Covered Individual, provided that the allegations which form the basis of such demand, claim, or action arose from an act or omission of the Covered Individual, acting in good faith and within the course and scope of their duties with TRWD. TRWD will not indemnify any demand, claim, suit, action, judgment, expense, or reimbursement for attorneys’ fees for any claim or cause of action where it is determined that the Covered Individual (1) committed official misconduct; (2) committed a willful or wrongful act or omission constituting gross negligence; or (3) acted in bad faith, with

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conscious indifference or reckless disregard to the rights of others. Further, TRWD will not indemnify the Covered Individual if the claim or cause of action arose out of the Covered Individual's self-dealing or involves a defense of his/her private interests, or for a criminal act absent a finding of not guilty or dismissal of the criminal case (except when the dismissal does not indicate innocence, such as dismissal after a guilty plea, nolo contendere or deferred adjudication).

501.5 Procedures for Providing Defense and Indemnification Against Civil Claims. In the event a claim or demand for monetary or other relief is made or a civil lawsuit instituted against a Covered Individual arising out of acts or omissions taken in good faith and occurring in the course and scope a Covered Individual's employment for TRWD, and in the discharge of the Covered Individual's duties for TRWD, the General Manager or designee may provide for legal counsel for the Covered Individual under TRWD's applicable insurance policy. If the claim or demand is outside the coverage of TRWD's insurance policies, the General Manager or designee may either notify the Board of the General Manager's decision to provide legal counsel to the Covered Individual or present a request to the Board for the provision of legal counsel to the Covered Individual for the Board's review and approval. The General Manager or the Board may approve payment of the cost and expenses of defending litigation against a Covered Individual so long as the claim or demand arises out of acts or omissions taken by them in the good faith discharge of their official duties.

In the event of a judgment for money damages against a Covered Individual, TRWD, through its insurer, may pay the judgment for a Covered Individual to the extent the payment is within the coverage of TRWD's insurance policies. If the judgment for money damages falls outside the coverage of TRWD's insurance policies or exceeds the liability limits of TRWD's insurance policies, the General Manager or designee may present a request for payment of the judgment to the Board for review and approval. The Board may approve payment of the judgment against a Covered Individual so long as the judgment is based on acts or omissions taken by the Covered Individual in the good faith discharge of their official duties. In evaluating approval of payment of such a judgment, the Board should consider whether TRWD is itself exposed, actually or potentially, to a similar liability.

501.6 Procedures for Providing Defense and Indemnification in Criminal Matters. This subsection applies in the event a criminal complaint, indictment, or information is filed against TRWD or a Covered Individual, or grand jury proceedings are convened to investigate allegations of potential criminal conduct by TRWD or a Covered Individual arising out of an alleged act or omission related to the good faith discharge of a Covered Individual's official duties for TRWD.

The General Manager or designee may retain counsel and TRWD may pay the reasonable attorneys' fees, costs, and expenses of legal representation for any Covered

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Individual who is not a target or potential target of a criminal complaint, indictment, or grand jury proceeding in connection with their participation in the proceedings if the Covered Individual's participation in the proceedings arise from or relate to the good faith discharge of the Covered Individual's official duties for TRWD.

If a Covered Individual is a target or potential target of the criminal proceeding, TRWD will not retain counsel for the Covered Individual or pay the reasonable attorneys' fees, costs, and expenses of legal representation for the Covered individual until there is a finding of not guilty after a trial or appeal, or the complaint, information, or indictment is dismissed without a plea of guilty or nolo contendere being entered, or a no-bill is entered by a grand jury. Upon a finding of not guilty after a trial or appeal, or the complaint, information, or indictment is dismissed without a plea of guilty or nolo contendere being entered, or a no-bill is entered by a grand jury regarding a TRWD official or employee, the General Manager or designee may reimburse a TRWD official or employee for the reasonable attorneys' fees, costs, and expenses incurred by the Covered Individual for legal representation to the extent allowed by law. Upon a finding of not guilty after a trial or appeal, or the complaint, information, or indictment is dismissed without a plea of guilty or nolo contendere being entered, or a no-bill is entered by a grand jury regarding a Director, the Administration and Policy Committee may present a request for reimbursement of the Director's reasonable attorneys' fees, costs, and expenses incurred by the Covered Individual for legal representation to the Board. The Board may approve payment of the reasonable cost and expenses incurred by the Director if (1) the act or omission giving rise to the claim, demand, or legal proceeding was made in good faith and occurred as a result of the performance of the Director's official duties for TRWD, and (2) the defense of the claims, demands, or legal proceedings is in furtherance of the public interest of TRWD.

If a request for reimbursement is made by a Director, the disinterested members of the Board shall determine (1) if the act or omission giving rise to the claim, demand, or legal proceeding was made in good faith and occurred within the course and scope of the Director's official duties for TRWD, and (2) whether the defense of the claims, demands, or legal proceedings is in furtherance of the public interest of TRWD. Upon a majority of disinterested Board members making findings that the act or omission giving rise to the claim, demand, or legal proceeding was made in good faith and occurred within the course and scope of the Director's official duties for TRWD, and that the defense of the claims, demands, or legal proceedings is in furtherance of the public interest of TRWD, TRWD shall reimburse the Director for reasonable attorneys' fees, costs, and expenses associated with defending against those claims, demand, and legal proceedings.

501.7 Selection of Legal Counsel. In all circumstances other than criminal contexts where reasonable attorneys' fees, costs, and expenses may only be reimbursed on a finding of no guilt, TRWD or its applicable insurance provider shall select the legal representative(s) for the Covered Individual. In such circumstances, if a Covered Individual seeks different or alternative legal representation, he or she must do so at their own cost and expense unless otherwise expressly approved by the Board.

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If a legal defense is provided through insurance coverage, the Covered Individual's right to select legal counsel shall depend on the terms of the applicable insurance contract. To the extent this policy of indemnification exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified to the extent necessary to not exceed such authority and limitations.

501.8 No Waiver of Immunity. This Policy is solely for the protection of TRWD and the Covered Individuals and does not grant or confer any rights on any third party, nor does it provide any rights or causes of action not expressly provided for under the laws of the State of Texas and the United States, including the Texas Tort Claim Act. Nothing in this Policy shall be construed to be a waiver of governmental immunity by TRWD or its Covered Individuals.

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 8

DATE: April 19, 2022

SUBJECT: Consider Approval of Interlocal Agreement with North Central Texas Council of Governments, Regional Transportation Council, the City of Fort Worth, and the Tarrant Regional Water District that will Govern the Repayment of a \$5 Million Loan for the Trinity River Vision Central City Bridge Project

FUNDING: Fiscal Year 2022 Special Projects/Contingency Fund

RECOMMENDATION:

Management recommends authorizing an Interlocal Agreement (ILA) with North Central Texas Council of Governments (NCTCOG), Regional Transportation Council (RTC), and the City of Fort Worth (City) wherein the parties agree that \$3.5 million of the \$5 million bridge loan would be repaid using TIF revenue over the course of ten (10) years.

DISCUSSION:

The Trinity River Vision Central City Bridge Project involved the construction of three bridges over the eventual bypass channel through Panther Island. The bridges were originally funded in 2011 with a total of \$69.9 million from federal, state, city, and private partners. Due to increased project costs, the RTC approved an increase of \$20 million in funding to complete the bridges. Of that amount, \$15 million was granted to the City and the remaining \$5 million was loaned from NCTCOG (through RTC acting as fiscal agent) to the City.

The repayment of the \$5 million loan is now governed by a 2020 Interlocal Agreement originally between the City and the RTC. In the process of executing the ILA, it was agreed that the City would repay \$1.5 million of the loan up front and the remaining \$3.5 million would be repaid through the TIF over 10 years, at \$350,000 per year. The NCTCOG Executive Board authorized NCTCOG to include TRWD as a necessary party to the ILA on February 24, 2022. The City Council will vote to authorize this agreement in April. TRWD should take a similar action to become a party to the ILA along with NCTCOG/RTC and the City.

Proposed TRWD Action:

TRWD should authorize the ILA with NCTCOG, RTC, and the City for the repayment of the \$5 million loan consistent with the terms described above - \$1.5 million from the City, \$3.5 million through the TIF. The \$3.5 million TIF portion will come from revenue authorized for TRWD, and will be paid to NCTCOG each year *regardless of other TRWD expenses or the remaining TRWD loan amount under the Project Funding Agreement.*

That means the loan repayment out of TIF revenue would be prioritized and not subordinate to other payment obligations out of the TIF.

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

Submitted By:

Stephen Tatum
General Counsel

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 10

DATE: April 19, 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; and

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

DISCUSSION:

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

Submitted By:

Alan Thomas
Deputy General Manager

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 11

DATE: April 19, 2022

SUBJECT: Consider Approval of Authorization to Acquire Real Property by Purchase for the Integrated Pipeline Project

DISCUSSION:

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

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 12

DATE: April 19, 2022

SUBJECT: Consider Approval of Authorization to Execute Replacement Deeds Conveying Land Located in the M. Boren Survey, Abstract No. 56, the Thomas Ross Survey, Abstract No. 672, and the Chas. R. Sanders Survey, Abstract No. 746, Navarro County, Texas

DISCUSSION:

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

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 13

DATE: April 19, 2022

SUBJECT: Consider Approval of Reimbursement of Legal Fees Incurred by TRWD Board Members Related to District Attorney Inquiry That Concluded with No Charges

FUNDING: Fiscal Year 2022 General Fund Budget

RECOMMENDATION:

Management recommends approval of reimbursement to TRWD Board members for legal fees incurred related to a recently concluded inquiry from the Tarrant County District Attorney's Office that resulted in no charges or actions.

DISCUSSION:

In the Fall of 2021, outside counsel for TRWD recommended that its Board members could retain their own counsel to represent them in connection with an inquiry from the Tarrant County District Attorney's office. Outside counsel also concluded that if the investigation resulted in no charges, TRWD may ultimately indemnify or reimburse the Board for their legal expenses incurred IF the Board determines that (a) the proceedings involve a public interest or paying the legal fees serves a public, not private, interest, and (b) the actions or omissions of the Board members involved were taken in good faith and within the scope of their official duties.

The Tarrant County District Attorney officially closed its inquiry with no charges filed and with no intent to pursue prosecution against any Board member or TRWD employee.

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

Submitted By:

Stephen Tatum
General Counsel

Next Scheduled Board Meeting

May 17, 2022