

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 March 2024 at 9:00 a.m.

**Front Doors to the Main Admin Building at 800 East Northside Drive Will Open to
the Public at 8:30am and Close Fifteen (15) Minutes After the Meeting Adjourns**

**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. 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. 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 Meetings Held on February 20, 2024 and March 5, 2024

4. Consider Approval of Contract Amendment with CH2M Hill Engineers Inc. for Preliminary Site Evaluations and Final Site Selection for the Joint Richland-Chambers Lake Pump Station of the Integrated Pipeline Project - Ed Weaver, IPL Program Manager

5. Consider Approval of Amendment to Contract with AECOM Inc. for Pump Station Preliminary Site Survey and Geotechnical Sampling, Testing and Engineering in Support of Final Site Selection for the Integrated Pipeline Project Joint Richland-Chambers Lake Pump Station - Ed Weaver, IPL Program Manager

6. **Consider Approval of Contract Amendment with Freese & Nichols Inc. for Pump Station Site Environmental Evaluations, Richland-Chambers Reservoir Dam Safety Assessments, and Program Management in Support of Preliminary and Final Site Selection of the Integrated Pipeline Project Joint Richland-Chambers Lake Pump Station - Ed Weaver, IPL Program Manager**
7. **Consider Approval of Contract Amendment with Plus Six Engineering, LLC. for Program Management Engineering, Constructing Management Support and Administrative Services in Determining Final Site Selection for the Integrated Pipeline Project Joint Richland-Chambers Lake Pump Station - Ed Weaver, IPL Program Manager**
8. **Consider Approval of Change in Calculation of Retainage with Hydro-Resources Mid-Continent, Inc. for the ASR Well Demonstration Study - Well Drilling Project - Zachary Huff, Water Resources Engineering Director**
9. **Consider Approval of Contract Amendment with Freese & Nichols, Inc. for Professional Environmental Services for Operation and Maintenance Support of Luminant Groundwater Treatment System - Kate Beck, Central City Flood Control Program Director**
10. **Consider Approval of Contract with Precision Task Group, Inc. for Workday Enterprise Resource Planning Software and Implementation Services - Mick Maguire, Chief Administrative Officer**
11. **Consider Approval to Accept a Grant from Bonneville Environmental Foundation - Sandy Newby, Chief Financial Officer**
12. **Consider Approval of Contract Renewal and Extension with Mark L. Mazzanti for Consulting Services - Dan Buhman, General Manager**
13. **Staff Updates**
 - **Water Resources and Planning Update - Rachel Ickert, Chief Water Resources Officer**
 - **Fort Worth's 4th Drone vs Fireworks Update - Darrell Beason, Chief Operations Officer**
 - **Recognize 50 Years of Service - Darrell Beason, Chief Operations Officer**

14. **Executive Session under Texas Government Code:**

Section 551.071 of the Texas Government Code, for Private Consultation with its Attorney about Pending or Contemplated Litigation or on a Matter in which the Duty of the Attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Clearly Conflicts with this Chapter; and

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

- 15. Consider Approval of Reconciliation Credit Change Order with IPL Partners, Inc. for the PL19TX Project as Part of the Integrated Pipeline Project - Ed Weaver, IPL Program Manager**
- 16. Consider Approval of Final Change Order, Final Payment and Contract Closeout with IPL Partners, Inc. for the PL19TX Project as Part of the Integrated Pipeline Project - Ed Weaver, IPL Program Manager**
- 17. Consider Approval of Revised Electric Service Agreement with the Navarro County Electric Cooperative related to Settlement of Cause No: D-1-GN-23-003173, *TRWD v. Navarro County Electric Cooperative*, in the 201st District Court in Travis County, Texas - Stephen Tatum, General Counsel**
- 18. Future Agenda Items**
- 19. Schedule Next Board Meeting**
- 20. Adjourn**

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF
TARRANT REGIONAL WATER DISTRICT
HELD ON THE 20th DAY OF FEBRUARY 2024 AT 9:00 A.M.

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

Present
Leah King
Mary Kelleher
Paxton Motheral

Absent
James Hill
C.B. Team

Also present were Dan Buhman, Alan Thomas, Kate Beck, Lisa Cabrera, Linda Christie, Dustan Compton, Ellie Garcia, Zach Hatton, Courtney Kelly, Laramie LaRue, Sandy Newby, Stephen Tatum, and Ed Weaver of the Tarrant Regional Water District (District or TRWD).

1.

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

2.

There were no requests from the general public to address the Board of Directors during the Public Comment portion of the agenda.

3.

Director Kelleher moved to approve the minutes from the meeting held on January 16, 2024. Director Motheral seconded the motion, and the votes were 3 in favor, 0 against. It was accordingly ordered that these minutes be placed in the permanent files of the District.

4.

With the recommendation of management, Director Motheral moved to approve the consent agenda. Consent agenda items include:

1) A contract in the amount of \$69,940 with Vallarino-Portela Va-Por dba Mint Cleaning Services for janitorial services for Eagle Mountain Offices and Twin Points Park. This contract is for a one-year period with the option to renew for up to four additional one-year periods, with a total potential spend of \$349,700. Funding for this item is included in Fiscal Year 2024 General and Revenue Fund Budgets.

2) A contract in the amount of \$43,750 with UpSpire/Presbyterian Night Shelter of Tarrant County to provide all labor, supervision, material, and equipment necessary to remove trash from receptacles and across the Floodway at nineteen (19) separate locations. This contract is for a one-year period with the option to renew for up to four additional one-year periods, with a total potential spend of \$268,750. Funding for this item is included in Fiscal Year 2024 General Fund Budget.

Director Kelleher seconded the motion, and the votes were 3 in favor, 0 against.

5.

Sandy Newby, Chief Financial Officer, and Travis James, TXP Vice President, presented the updated forecast of Trinity River Vision Tax Increment Financing District 9.

6.

With the recommendation of management, Director Kelleher moved to approve a contract in the amount of \$275,000 with Freese & Nichols, Inc. for value engineering services for technical evaluation of the stormwater canal structures. Funding for this item is included in the Fiscal Year 2024 Special Projects/Contingency Fund. Director Motheral seconded the motion, and the votes were 3 in favor, 0 against.

7.

With the recommendation of management, Director Kelleher moved to approve an agreement in the amount of \$146,200 with Glass House Strategy to manage and develop new marketing material for the ninth year of the regional water conservation public awareness campaign, "Water Is Awesome." In accordance with the Memorandum of Understanding with the City of Dallas and North Texas Municipal Water District (NTMWD), Dallas and NTMWD will provide \$266,668 of the regional campaign expenses. Since time is of the essence, the Board delegates authority to the General Manager, or designee, to enter into agreements and use budgeted funds for production, media buys, and support services after obtaining approval from the Construction and Operations Committee for services over \$150,000 provided the sum total amount of payments do not exceed the remaining total sum of \$288,802. Funding for this item is included in the Fiscal Year 2024 Revenue Fund. Director Motheral seconded the motion, and the votes were 3 in favor, 0 against.

8.

With the recommendation of management, Director Motheral moved to approve an agreement in the amount of \$1,600,000 with RO Two Media, LLC to develop and manage a comprehensive and effective media campaign for the regional water conservation public awareness campaign, "Water Is Awesome." In accordance with the Memorandum of Understanding with the City of Dallas and North Texas Municipal Water District (NTMWD), Dallas and NTMWD will provide \$900,000 of the regional media purchase expenses. Funding for this item is included in the Fiscal Year 2024 Revenue Fund Budget. Director Kelleher seconded the motion, and the votes were 3 in favor, 0 against.

The Board of Directors recessed for a break from 9:29 a.m. to 9:31 a.m.

9.

The Board next held an Executive Session commencing at 9:31 a.m. under Section 551.071 of the Texas Government Code 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.

Upon completion of the executive session at 9:37 a.m., the President reopened the meeting.

10.

With the recommendation of management, Director Motheral moved to approve a final settlement agreement in Cause No: 141-328142-21, *TRWD v. Enervest Operating, LLC, et al.*, in the 141st District Court in Tarrant County, Texas. Director Kelleher seconded the motion, and the votes were 3 in favor, 0 against.

11.

The revised electric service agreement with the Navarro County Electric Cooperative related to settlement of Cause No: D-1-GN-23-003173, *TRWD v. Navarro County Electric Cooperative*, in the 201st District Court in Travis County, Texas remains under negotiation, therefore no vote was needed or taken.

12.

There were no future agenda items approved.

13.

The next board meetings were scheduled for March 5, 2024, at 1:00 p.m and March 19, 2024 at 9:00 a.m.

14.

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

President

Secretary

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF
TARRANT REGIONAL WATER DISTRICT
HELD ON THE 5th DAY OF MARCH 2024 AT 1:00 P.M.

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

Present
Leah King
Mary Kelleher
C.B. Team
Paxton Motheral

Absent
James Hill

Also present were Dan Buhman, Alan Thomas, Airin Barnett, Darrell Beason, Kate Beck, Travis Bird, Lisa Cabrera, Linda Christie, Ellie Garcia, Zach Hatton, Natasha Hill, Rachel Ickert, Charles Jacobus, Laramie LaRue, Chad Lorange, Jennifer Mitchell, Sandy Newby, Matt Oliver, Mark Olson, Sung Park, April Sewell, Stephen Tatum, Vamsi Vadlamudi, and Maxine Werner of the Tarrant Regional Water District (District or TRWD).

1.

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

2.

Sandy Newby, Chief Financial Officer, reviewed the District's participation in the Texas Comptroller Transparency Star Program. Glenn Hegar, Texas Comptroller of Public Accounts, discussed the purpose and goals of the program. Mr. Hegar congratulated the District on being the first entity in the state to be awarded all five transparency stars in the areas of Debt Obligations, Public Pensions, Traditional Finances, Contracts and Procurement, and Economic Development. Mr. Hegar further

congratulated the District for now being the only entity in the state to have been awarded the newly added sixth transparency star for Open Government and Compliance.

3.

Kate Beck, Central City Flood Control Program Director, reviewed the history of refreshing the strategic vision of Panther Island. In 2023, a steering committee comprised of both public and civic partners was formed to undertake this task. This refresh, which is separate from the Central City Flood Control Project, was undertaken to create real estate, economic development and implementation strategies.

Ms. Beck introduced Aaron Ableson and Cary Hirschstein, Managing Partners of HR&A Advisors; and Justin Garrison, Director of Urban Design & Planning of Lake Flato who presented the Panther Island Vision 2.0 final deliverables.

4.

There were no requests from the general public to address the Board of Directors during the Public Comment portion of the agenda.

5.

There were no future agenda items approved.

6.

The next board meeting was scheduled for March 19, 2024, at 9:00 a.m.

7.

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

President

Secretary

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 4

DATE: March 19, 2024

SUBJECT: Consider Approval of Contract Amendment with CH2M Hill Engineers Inc. for Preliminary Site Evaluations and Final Site Selection for the Joint Richland-Chambers Lake Pump Station of the Integrated Pipeline Project

FUNDING: TRWD Bond Fund

RECOMMENDATION:

Management recommends approval of a contract amendment **in an amount not-to-exceed \$825,000** to the existing contract with CH2M Hill Engineers Inc. (now a part of Jacobs Engineering Group Inc.) to perform up to six (6) potential Integrated Pipeline Richland-Chambers Lake Pump Station site evaluations and final site selection. The current contract amount is \$35,254,363.37 and the revised not-to-exceed contract amount, including this amendment will be \$ 36,079,363.37.

DISCUSSION:

CH2M Hill was evaluated, selected, and contracted in 2011 to provide Integrated Pipeline (IPL) pump station design and subsequent construction services for three lake pump stations – Cedar Creek (TRWD), Richland-Chambers (TRWD), and Lake Palestine (Dallas). Cedar Creek (JCC1) is complete and operational, and Lake Palestine (LP1) is currently under construction with an operational date of December 2027. The IPL Richland-Chambers pipeline (Section 16) and lake pump station (JRC1) were put on hold 2011 based on projected demands versus available supply at the time. Current District Water Resources Engineering recent demand projections now indicate a need for the JRC1 lake pump station and Section 16 Pipeline to be completed, on-line and operational in 2032.

The initial IPL configuration called for JRC1 to be constructed adjacent to the existing RC Lake Pump Station (RC1) because the existing RC1 intake had been sized and configured to accommodate a second RC lake pump station and transmission power would already be available on site. However, based on more recent District Water Resources and Infrastructure Engineering Groups water supply risk evaluations, the challenges with the existing location are 1) limited reservoir supply volume available to the existing RC1 lake pump station location during minimum expected future lake elevations during a repeat of the drought of record, and 2) lack of a redundant 64 or 138 kV transmission power feed. An internal TRWD study completed in 2023 identified six (6) potential deeper water JRC1 pump station location options with access to a redundant high voltage transmission power line.

An updated preliminary design and construction schedule developed based on pump station timing, site and route selection options, design durations, environmental clearances and permitting, property acquisition, and construction indicate that the project needs to start this year to be operational in 2032. The current plan to meet this 2032 completion goal is through three (3) contract amendment authorizations for Jacobs to proceed with JRC1 site selection and design.

This first request of the three (3) authorizations includes scope and fee for Jacobs to review and evaluate the six (6) TRWD identified JRC1 deep water options and narrow down to the top three (3) options. From this point Jacobs and TRWD will conduct cost/non-cost evaluations to determine optimum location and configuration. Once the location is set, Jacobs can proceed with preliminary design up to the 30% (future authorization number 2) followed by 60% and 100% final designs (future authorization number 3) subject to Management and Board of Directors approvals.

Management additionally requests the Board of Directors grant authority to the General Manager or his designee to execute all documents associated with the contract described herein.

Staff Recommendation and the Fee Summary are attached.

This item was reviewed by the Construction and Operations Committee on March 5, 2024.

Submitted By:

Ed Weaver
IPL Program Manager



Memo

TO: Ed Weaver

FROM: Matt Gaughan

COPY: Coy Veach

DATE: February 28, 2024

SUBJECT: Consider approval of a Contract Amendment with CH2M Hill Engineers Inc. for Preliminary Site Evaluations and Final Site Selection for the Joint Richland Chambers Lake Pump Station of the Integrated Pipeline Project

In January of 2011, the District entered into a contract with CH2M Hill Engineers, Inc. (CH2M) to provide Engineering Services for the design of the IPL Lake Pump Stations including Lake Palestine Pump Station (LP1). Subsequent amendments to contract resulted in a price not to exceed \$35,254,363.37.

The proposed amendment amount of \$825,000.00 is for the Preliminary Site Evaluations and Final Site Selection of the Joint Richland Chambers Lake Pump Station (JRC1). The total not to exceed contract value, including this proposed amendment will be \$36,079,363.37.

The proposed contract amendment includes two tasks and a special services contingency. The tasks include JRC1 Site Selection and Project Definition: Site Layout & Configuration.

There are requirements for CH2M to meet DBE/HUB participation goals under the Fair Opportunities in Purchasing and Contracting Program for IPL Contracts. CH2M does not qualify as a DBE/HUB firm under the Fair Opportunities in Purchasing and Contracting Program. CH2M's team includes two sub-consultant firms that are MWBE/HUB certified consultants. These firms will provide services amounting to 25% of the total contract amendment.

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

Fee Summary

CH2M Hill Engineers, Inc.

Preliminary Site Evaluations and Final Site Selection for the Joint Richland Chambers Lake Pump Station of the Integrated Pipeline Project

Task No.	Description	Estimated Fee
Basic Services		
1.00	JRC1 Site Selection	\$384,004.00
2.00	Project Definition: Site Layout & Configuration	\$368,414.00
Total Budget for Basic Services		\$726,272.00
Special Services		
	Special Services Contingency	\$72,583.00
Total Budget for Special Services		\$72,583.00
Total Budget for All Services		\$825,000.00

Note -- This scope of work includes a Special Services Contingency to be released at the Program Director's discretion.

Fair Opportunity Purchasing

Project: Consider approval of a Contract Amendment with CH2M Hill Engineers Inc. for Preliminary Site Evaluations and Final Site Selection for the Joint Richland Chambers Lake Pump Station of the Integrated Pipeline Project

Not to Exceed \$825,000.00

CH2M Hill Engineers, Inc. an Engineering and Consulting company with local offices in Dallas, Texas and Fort Worth, Texas, has signed the IPL Project Fair Opportunity Purchasing documentation, and proposes to use the following sub-consultants:

Project Category: Engineering, Bid and Construction Services

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Local Contracts	\$752,417.00	91.2%
Non-Local Contracts		0.0%
Optional Supplemental Services	\$72,583.00	0.8%
Total This Agenda	\$825,000.00	

LOCAL/NON-LOCAL MWBE/HUB PARTICIPATION THIS ACTION

<u>Local</u>	<u>Certification</u>	<u>Percentage</u>
Gupta & Associates, Inc	MBE/HUB	13.3%
JQ Infrastructure, LLC	MBE/HUB	16.4%

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 5

DATE: March 19, 2024

SUBJECT: Consider Approval of Contract Amendment with AECOM Inc. for Pump Station Preliminary Site Survey and Geotechnical Sampling, Testing and Engineering in Support of Final Site Selection for the Integrated Pipeline Project Joint Richland-Chambers Lake Pump Station

FUNDING: TRWD Bond Fund

RECOMMENDATION:

Management recommends approval of a contract amendment **in an amount not-to-exceed \$100,000** with AECOM, Inc. to perform initial site surveys and preliminary geotechnical sampling, testing, analyses, and engineering to support relocated Integrated Pipeline Richland-Chambers Lake Pump Station site evaluations and final site selection. The current contract amount is \$10,497,516.10 and the revised not-to-exceed contract amount, including this amendment will be \$ 10,597,516.10.

DISCUSSION:

The RWBeck/AECOM team was evaluated, selected, and contracted in 2009 to provide business, planning, computer software/technology support and right-of-way procurement roles (RWBeck) and program wide engineering management, construction management, system hydraulics, and technical support services (AECOM). The RWBeck business portion was later brought in house and merged with District Engineering, Accounting/Finance, and Operations while AECOM continued to perform the same roles.

The IPL Richland-Chambers pipeline (Section 16) and lake pump station (JRC1) were put on hold in 2011 based on projected demands versus available supply at the time. Current District Water Resources Engineering demand projections now indicate a need for the JRC1 lake pump station and Section 16 Pipeline to be completed, on-line and operational in 2032.

In addition, recent District Water Resources and Infrastructure Engineering Groups water supply risk evaluations now require the JRC1 lake pump station be relocated from the initial RC1 location to a deeper water site and different power supply for increased volume access reliability. Moving the JRC1 lake pump station requires new up-to-date geotechnical testing and evaluations for both pump station foundation design and support stability, RC geotechnical dam safety assessments, and program management support for final JRC1 site selection. This request includes scope and fee for AECOM coordination with CH2M Hill (Jacobs) and Freese and Nichols (FNI) for final JRC1 selected site geotechnical sampling and evaluations related to pump station foundation stability for design purposes and any required dam safety sampling, testing and assessments,

preliminary pipeline route right-of-way sampling and program management support.

An updated preliminary design and construction schedule developed based on pump station timing, site and pipeline route selection options, design durations, environmental clearances and permitting, property acquisition, and construction indicate that the project needs to start this year to be operational in 2032.

Management additionally requests the Board of Directors grant authority to the General Manager or his designee to execute all documents associated with the contract described herein.

Staff Recommendation and the Fee Summary are attached.

This item was reviewed by the Construction and Operations Committee on March 5, 2024.

Submitted By:

Ed Weaver
IPL Program Manager



Memo

TO: Ed Weaver

FROM: Matt Gaughan

COPY: Coy Veach

DATE: February 29, 2024

SUBJECT: Recommendation for Approval of a Contract Amendment with AECOM Technical Services, Inc. for Program Management and Program-wide Services in Support of Preliminary and Final Site Selection of the Integrated Pipeline Project Joint Richland Chambers Lake Pump Station

AECOM Technical Services, Inc. provides Program Management Services and Environmental Services for the IPL Program. This contract is an amendment to the contract for IPL Program Management services. This request includes scope and fee to perform program management and program wide services for relocated Integrated Pipeline Richland Chambers Lake Pump Station site evaluations and final site selection. Negotiations on proposed scope and fees produced an agreement on recommended 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 this Contract. The District intends to meet Program goals by selecting qualified DBE/HUB Consultants and contracting directly with these firms for services.

Staff recommends award of this contract amendment for Professional Services to AECOM Technical Services, Inc. for IPL Program Management Services in the not to exceed amount of \$100,000.00. The Fee Summary is attached.

Fee Summary

AECOM Technical Services, Inc.

IPL Phase 4 – JRC1 and PL16 – Site Selection Support

Program Management and Program-wide Services

Task No.	Description	Estimated Fee
Basic Services		
100	Program Management Services	\$20,000.00
400	Technical Services – Program-wide Services	\$80,000.00
Total Budget for Basic Services		\$100,000.00
Total Budget for Amendment 04		\$100,000.00

Fair Opportunity Purchasing

Project: Consider approval of a Contract Amendment with AECOM Technical Services for Program Management and Program-wide Services related to Preliminary Site Evaluations and Final Site Selection for the Joint Richland Chambers Lake Pump Station of the Integrated Pipeline Project

Not to Exceed \$100,000.00

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

Project Category: Engineering, Bid and Construction Services

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Local Contracts	\$100,000.00	100.0%
Non-Local Contracts		0.0%
Total This Agenda	\$100,000.00	

LOCAL/NON-LOCAL MWBE/HUB PARTICIPATION THIS ACTION

<u>Local</u>	<u>Certification</u>	<u>Percentage</u>
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Note Below

There are no requirements for consultants to meet DBE/HUB participation goals under the Fair Opportunities in Purchasing and Contracting Program for this Contract. The District intends to meet Program goals by selecting qualified DBE/HUB Consultants and contracting directly with these firms for services.

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 6

DATE: March 19, 2024

SUBJECT: Consider Approval of Contract Amendment with Freese & Nichols Inc. for Pump Station Site Environmental Evaluations, Richland-Chambers Reservoir Dam Safety Assessments, and Program Management in Support of Preliminary and Final Site Selection of the Integrated Pipeline Project Joint Richland-Chambers Lake Pump Station

FUNDING: TRWD Bond Fund

RECOMMENDATION:

Management recommends approval of a contract amendment **in an amount not-to-exceed \$171,500** with Freese & Nichols, Inc. to perform environmental evaluations, dam safety assessments, and construction program management support for relocated Integrated Pipeline Richland-Chambers Lake Pump Station site evaluations and final site selection. The current contract amount is \$28,108,079.95 and the revised not-to-exceed contract amount, including this proposed amendment will be \$28,279,579.95.

DISCUSSION:

Freese & Nichols (FNI) was evaluated, selected, and contracted in 2011 to provide program wide environmental and related permitting services for the entire Integrated Pipeline System. In addition, FNI was also evaluated and selected to provide design and construction services for IPL Section 16 that routes from the Joint Booster Pump Station 2 and terminates at the existing Richland-Chambers Lake Pump Station (RC1).

The IPL Richland-Chambers Section 16 Pipeline (PL16) and lake pump station (JRC1) designs and construction were put on hold based on projected demands at the time. Current District Water Resources Engineering demand projections now indicate a need for JRC1 and PL16 to be completed, on-line and operational in 2032. In addition, updated District Water Resources and Infrastructure Engineering Groups water supply risk evaluations now require the JRC1 pump station be relocated from the initial RC1 location to a deeper water site with different power supply for increased volume access reliability. As a result, moving JRC1 requires additional environmental evaluations, dam safety assessments, and program management support for final JRC1 site selection.

This request includes scope and fee for FNI coordination with CH2M Hill (Jacobs) for final JRC1 selected site environmental evaluations, dam safety assessments, and program management support. FNI also designed the Richland-Chambers dam and spillway and provided construction management services during construction.

An updated preliminary design and construction schedule developed based on pump station timing, site and pipeline route selection options, design durations, environmental clearances and permitting, property acquisition, and construction indicate that the project needs to start this year to be operational in 2032.

Management additionally requests the Board of Directors grant authority to the General Manager or his designee to execute all documents associated with the contract described herein.

Staff Recommendation and the Fee Summary are attached.

This item was reviewed by the Construction and Operations Committee on March 5, 2024.

Submitted By:

Ed Weaver
IPL Program Manager



Memo

TO: Ed Weaver

FROM: Matt Gaughan

COPY: Coy Veach

DATE: February 29, 2024

SUBJECT: Recommendation for Approval of a Contract Amendment with Freese and Nichols, Inc. for Pump Station Site Environmental Evaluations, Richland Chambers Reservoir Dam Safety Assessments, and Program Management in Support of Preliminary and Final Site Selection of the Integrated Pipeline Project Joint Richland Chambers Lake Pump Station

Freese and Nichols, Inc. (FNI) provides Program and Construction Management Services and Environmental Services for the IPL Program. This contract is an amendment to the contract for IPL Program Management services. This request includes scope and fee to perform environmental evaluations, dam safety assessments, and construction program management support for relocated Integrated Pipeline Richland Chambers Lake Pump Station site evaluations and final site selection. Negotiations on proposed scope and fees produced an agreement on recommended 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 this Contract. The District intends to meet Program goals by selecting qualified DBE/HUB Consultants and contracting directly with these firms for services. FNI intends to subcontract 9.2% of the project work to qualified DBE/HUB firms under the Fair Opportunities in Purchasing and Contracting Program.

Staff recommends award of this contract amendment for Professional Services to Freese and Nichols, Inc. for IPL Program Management Services in the not to exceed amount of \$171,500.00. The Fee Summary is attached.

Fee Summary**Freese and Nichols, Inc.****IPL Phase 4 – JRC1 and PL16 – Site Selection Support****Program Management and Environmental Services**

Task No.	Description	Estimated Fee
Basic Services		
100	Program Construction Management	\$43,819.00
900	Environmental Services	\$121,200.00
Total Budget for Basic Services		\$165,019.00
Special Services		
Total Budget for Special Services		\$6,481.00
Total Budget for Amendment 06		\$171,500.00

Fair Opportunity Purchasing

Project: Consider approval of a Contract Amendment with Freese and Nichols, Inc. for Program Management and Environmental Services related to Preliminary Site Evaluations and Final Site Selection for the Joint Richland Chambers Lake Pump Station of the Integrated Pipeline Project

Not to Exceed \$171,500.00

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

Project Category: Engineering, Bid and Construction Services

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Local Contracts	\$171,500.00	100.0%
Non-Local Contracts		0.0%
Total This Agenda	\$171,500.00	

LOCAL/NON-LOCAL MWBE/HUB PARTICIPATION THIS ACTION

<u>Local</u>	<u>Certification</u>	<u>Percentage</u>
Williams and Hope	MBE/HUB	8.5%
Shaffer Creative	MBE/HUB	1.0%

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 7

DATE: March 19, 2024

SUBJECT: Consider Approval of Contract Amendment with Plus Six Engineering, LLC. for Program Management Engineering, Constructing Management Support and Administrative Services in Determining Final Site Selection for the Integrated Pipeline Project Joint Richland-Chambers Lake Pump Station

FUNDING: TRWD Bond Fund

RECOMMENDATION:

Management recommends approval of a contract amendment **in an amount not-to-exceed \$90,000** to existing contract with Plus Six Engineering, LLC. to procure, coordinate and manage professional services, site surveys, preliminary geotechnical sampling, testing and, analyses, design engineering, state and federal permitting and program accounting to support relocated Integrated Pipeline Project Joint Richland-Chambers Lake Pump Station site evaluations and final site selection. The current contract amount is \$25,907,314.50 and the revised not to exceed contract amount, including this amendment will be \$25,997,314.50.

DISCUSSION:

Plus Six Engineering, LLC. (Plus Six) was evaluated, selected, and contracted in 2016 to provide engineering design management, construction management and support accounting, billing, finance and estimating support and related federal, state and local permitting services for the entire Integrated Pipeline System Program.

The IPL Richland-Chambers pipeline (Section 16) and lake pump station (JRC1) have been on hold based on projected demands versus available supply at the time. Current District Water Resources Engineering demand projections now indicate a need for JRC1 and Section 16 pipeline (PL16) to be completed, on-line and operational in 2032. In addition, recent District Water Resources and Infrastructure Engineering Groups water supply risk evaluations now require the JRC1 pump station be relocated from the initial RC1 location to a deeper water site and different transmission power supply for increased volume access reliability.

Moving JRC1 requires additional environmental evaluations, potential dam safety assessments, and program management support for final JRC1 site selection. This request includes Plus Six scope and fee for coordination and management of:

- FNI -- Environmental tasks and clearances and dam safety assessments.
- AECOM -- Survey, Subsurface Utility Engineering (SUE), geotechnical and system hydraulics modeling

- CH2M Hill -- Final JRC1 six (6) potential site evaluations and final site selection
- Program estimating, scheduling, construction management.

Management additionally requests the Board of Directors grant authority to the General Manager or his designee to execute all documents associated with the contract described herein.

Staff Recommendation and the Fee Summary are attached.

This item was reviewed by the Construction and Operations Committee on March 5, 2024.

Submitted By:

Ed Weaver
IPL Program Manager



Memo

TO: Ed Weaver

FROM: Matt Gaughan

COPY: Coy Veach

DATE: February 29, 2024

SUBJECT: Recommendation for Approval of a Contract Amendment with Plus Six Engineering, LLC for Program Management in Support of Preliminary and Final Site Selection of the Integrated Pipeline Project Joint Richland Chambers Lake Pump Station

Plus Six Engineering, LLC provides Program and Construction Management Services for the IPL Program. This contract is an amendment to the contract for IPL Program Management services. This request includes scope and fee to perform program management, document controls support, land department support, and program cost control support for relocated Integrated Pipeline Richland Chambers Lake Pump Station site evaluations and final site selection. Negotiations on proposed scope and fees produced an agreement on recommended 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 this Contract. The District intends to meet Program goals by selecting qualified DBE/HUB Consultants and contracting directly with these firms for services. Plus Six Engineering LLC does however qualify as a DBE/HUB firm under the Fair Opportunities in Purchasing and Contracting Program.

Staff recommends award of this contract amendment for Professional Services to Plus Six Engineering, LLC for IPL Program Management Services in the not to exceed amount of \$90,000.00. The Fee Summary is attached.

Fee Summary
Plus Six Engineering, LLC
IPL Phase 4 – JRC1 and PL16 – Site Selection Support
Program Management Services

Task No.	Description	Estimated Fee
Basic Services		
100	Program Management	\$54,922.00
200	Document Controls Support	\$9,672.00
300	Land Department Support	\$13,420.00
400	Program Cost Control Support	\$8,456.00
Total Budget for Basic Services		\$86,472.00
Special Services		
Total Budget for Special Services		\$3,528.00
Total Budget for Amendment 06		\$90,000.00

Fair Opportunity Purchasing

Project: Consider approval of a Contract Amendment with Plus Six Engineering, LLC for Program Management and Environmental Services related to Preliminary Site Evaluations and Final Site Selection for the Joint Richland Chambers Lake Pump Station of the Integrated Pipeline Project

Not to Exceed \$90,000.00

Plus Six Engineering, LLC an Engineering and Consulting company with offices in Grapevine, 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	\$90,000.00	100.0%
Non-Local Contracts		0.0%
Total This Agenda	\$90,000.00	

LOCAL/NON-LOCAL MWBE/HUB PARTICIPATION THIS ACTION

<u>Local</u>	<u>Certification</u>	<u>Percentage</u>
Plus Six Engineering	WBE/HUB	90.6%
Lekha Tax LLC	MBE/HUB	9.4%

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 8

DATE: March 19, 2024

SUBJECT: Consider Approval of Change in Calculation of Retainage with Hydro-Resources Mid-Continent, Inc. for ASR Well Demonstration Study - Well Drilling Project

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends a change in the calculation of the retainage being held for Hydro-Resources Mid-Continent, Inc. to 5 percent of the contract price. All remaining contract payments are to be made in full. However, any changes to the contract price by change order or alternate base bid work for the project will require adjustment to the retainage schedule.

DISCUSSION:

The District is required to hold 10 percent retainage on contract progress payments. If at any time however, after 50 percent of the work has been completed, the Board, finding that satisfactory progress is being made, may authorize that the remaining payments be made in full.

Hydro-Resources Mid-Continent, Inc. has reached the 50 percent complete stage of the contract in March. The total current contract price is \$3,453,290 with retainage to be held at 5 percent of the contract price in the amount of \$172,664.50.

Hydro-Resources Mid-Continent, Inc.'s performance has been satisfactory to date and has provided written consent of its Surety to the reduction in retainage. District staff is requesting approval to cease retainage on future payments and hold retainage equal to 5 percent of the contract price.

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

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

This item was reviewed by the Construction and Operations Committee on March 5, 2024.

Submitted By:

Zachary Huff
Water Resources Engineering Director



Memo

TO: David Schroeder

FROM: Robert Allen

COPY: Coy Veach

DATE: February 20, 2024

SUBJECT: Consider Approval of a Change in Calculation of Retainage to Hydro-Resources Mid-Continent, Inc. for the ASR Well Demonstration Study – Well Drilling Project.

Hydro-Resources Mid-Continent, Inc. will reach the 50% Completion milestone for the reference project on February 29, 2024. Hydro-Resources Mid-Continent, Inc.'s work on the project is acceptable and there are no outstanding issues that would indicate that a higher amount of retainage should be held. In accordance with the terms of the Agreement, the District can, under these circumstances, change the calculation of the retainage being held to the amount representing 5% of the total Contract Price if they determine that the amount retained is adequate for the protection of the District.

Hydro-Resources Mid-Continent, Inc.'s performance has been satisfactory to date and Hydro-Resources Mid-Continent, Inc. has provided written consent of its Surety to the reduction in retainage.

The current Contract Price and amount subject to retainage is \$3,453,290.00. It is recommended that District hold retainage in the amount of \$172,664.50 until the Project is complete and make adjustments to this amount if any changes are made to the Contract Price by Change Order.

The Consent of Surety to Reduction in Retainage is attached.

Consent of Surety to Reduction in Retainage

Project:	<u>ASRW</u>	Project Number:	<u>5637</u>
Owner:	<u>Tarrant Regional Water District</u>		
Contractor:	<u>Hydro Resources Mid-Continent, Inc.</u>		<u>MDC-R-25894</u>
Engineer:	<u>Freese and Nichols, Inc.</u>		<u>TCW18226</u>

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

Surety Company agrees to the reduction in retainage to \$ 0 . 0 0

(Empty space for stamp or additional notes)

Date: January 5, 2024

Name of Surety Company: Arch Insurance Company

Signature: 
Authorized Representative

Title: Rita G. Gulizo, Attorney-in-Fact

Address: Harborside 3, 210 Hudson St., Suite 300
Jersey City, NJ 07311-1107

Email: rgulizo@bmbinc.com
(Attach Power of Attorney and place surety seal below)

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. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Ashley Britt, Barry K. McCord, David T. Miclette, Jennifer Mitchell, Lacey Hitchcock, Lucas Lomax, Nikole Jeannette, Robert C. Davis, Robert M. Overbey, Jr., Stacey Bosley, Stacy Owens and Will Duke of Houston, TX (EACH) Norma Toups and Rita G. Gulizo of New Orleans, LA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 12th day of September, 2023.

Attested and Certified

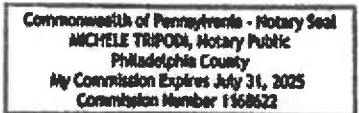
Regan A. Shulman, Secretary



Arch Insurance Company
Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated September 12, 2023 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 5th day of January, 20 24.

Regan A. Shulman, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-In-Fact and the details of the bond to which the power is attached.

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 9

DATE: March 19, 2024

SUBJECT: Consider Approval of Contract Amendment with Freese & Nichols, Inc. for Professional Environmental Services for Operation and Maintenance Support of Luminant Groundwater Treatment System

FUNDING: Fiscal Year 2024 Special Projects/Contingency Fund Budget - \$80,000

RECOMMENDATION:

Management recommends approval of a contract amendment **in the amount of \$74,470** to Freese & Nichols, Inc. for Professional Environmental Services for Operation and Maintenance Support of Luminant Groundwater Treatment System.

DISCUSSION:

In December of 2022, the District approved a contract with Freese & Nichols, Inc (FNI) in an amount of not-to-exceed \$74,425 for operations and maintenance services for the groundwater monitoring and treatment services at the former Luminant site. As part of the ongoing treatment, we are required by Texas Commission on Environmental Quality to continue annual groundwater monitoring and maintain the ongoing treatment at the site. This proposed amendment will be for the continuation of operations and maintenance support for an additional 12-month period.

Golder was performing these services for Luminant since 2009 but is no longer able to maintain the system. FNI has performed this service starting in 2023, and has successfully completed the work to date.

FNI is not a certified diverse business. There are no other subcontracting opportunities.

This item was reviewed by the Construction and Operations Committee on March 5, 2024.

Submitted By:

Kate Beck, PE
Central City Flood Control Program Director

February 6, 2024

Mr. Brenton Dunn
Tarrant Regional Water District
800 East Northside Drive
Fort Worth, Texas 76102

RE: Proposal for Professional Environmental Services
Operation and Maintenance of Luminant Groundwater Treatment System
Fort Worth, Tarrant County, Texas

Dear Mr. Dunn,

Freese and Nichols, Inc. (FNI) is pleased to submit this proposal for providing professional environmental services to Tarrant Regional Water District (the Client) for the operation and maintenance of the Luminant Groundwater Treatment System Project located at 102 NW 4th Street in Fort Worth, Tarrant County, Texas (hereafter referred to as the Site).

PROJECT UNDERSTANDING

It is our understanding that the an updated groundwater treatment system was installed at the Site in 2009. The primary components of the system are:

- Five groundwater extraction wells (EW-2, EW-3, EW-4, EW-5, and EW-6), each fitted with a dedicated pneumatic pump, piping, valves, etc and installed inside a below-grade concrete vault.
- Underground piping to convey air to and extracted groundwater from each well.
- A groundwater treatment system consisting of a 1,000-gallon equalization tank, a tray aeration system, an air compressor, and associated piping and controls housed inside a treatment building.
- A sulfuric acid feed system to reduce scaling in the stripper. Sulfuric acid is stored onsite in a 275-gallon tote.
- Underground piping to convey treated groundwater to the City of Fort Worth sanitary sewer system. Discharges to the sanitary sewer are regulated under Permit No. TX0047295-511.

It is also our understanding that the system is in generally good working condition and will not require extensive maintenance to resume regular operations.

SCOPE OF SERVICES

FNI will render the following professional services in connection with the development of the Project:

Task 1. Groundwater Treatment System Operation and Maintenance Services

FNI will provide routine and on-call operation and maintenance (O&M) support for the system, including the following;

- Perform all services in accordance with a site-specific Health and Safety Plan (HASP)
- Routine maintenance and on-call O&M services for the groundwater treatment system
- Routine maintenance and on-call O&M services for the extraction wells
- System O&M support
- On-call system repair services
- Sulfuric acid replacement
- Quarterly air compressor maintenance
- Compilation of O&M records for the system available for TRWD review
- Update facility process flow diagrams and O&M manuals, as needed, over contract term.

ASSUMPTIONS

This proposal was prepared based on the following assumptions:

- Regular system O&M assumes one (1) visit per week by an Environmental Technician (Professional 1) and one (1) visit per month by a Senior Scientist (Professional 3). Each visit is assumed to be four (4) man hours.
- On-call system repair service assumes an average of eight (8) man hours per month by an Environmental Technician (Professional 1), two (2) man hours per month by a Senior Scientist (Professional 3), and two (2) man hours per month by a Junior Scientist (Professional 1).
- Office support and recordkeeping assumes an average of four (4) man hours per month as Administrative Support (Corporate Project Support 2) and one (1) man hour per month for the Project Manager (Professional 5).
- Equipment repair/replacement costs are assumed not to exceed \$10,000 during a 12-month period.
- The sulfuric acid tote is assumed to be replaced every four (4) months (three (3) replacements per a 12-month period).
- The Client will be responsible for overall system regulatory compliance and reporting (City of Fort Worth discharge monitoring reports, etc.).
- Costs do not include meetings with regulatory agencies or other third party groups.

TIME OF COMPLETION

FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services for a period of 12 months. If FNI's services are delayed through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation and FNI shall be entitled to adjust contract schedule consistent with the number of days of delay.

RESPONSIBILITIES OF CLIENT

The Client shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.
- B. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.
- C. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- D. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.

DESIGNATED REPRESENTATIVES

FNI and CLIENT designate the following representatives:

CLIENT's Primary Contact

Name: Brenton Dunn
Address: 800 East Northside Drive
Fort Worth, Texas 76102
Phone: 214-538-1678
Email: Brenton.Dunn@trwd.com

FNI's Primary Contact

Name: Charles P. Gaddy, PE, PG
Address: 801 Cherry Street, Suite 2800
Fort Worth, Texas 76102
Phone: 214-208-6805
Email: Charles.Gaddy@freese.com

FNI's Accounting Contact

Name: Lisa Broussard
Address: 12770 Merit Drive, Suite 900
Dallas, Texas 75251
Phone: 214-217-2200
Email: Lisa.Broussard@freese.com

COMPENSATION

FNI proposes to provide our services as described herein for the not to exceed fee of Seventy Four Thousand Four Hundred Seventy Dollars (\$74,470.00). If FNI sees the Scope of Services changing so that additional services are needed, FNI will notify the CLIENT before proceeding.

Payment of the services shall be due and payable upon submission of a statement for services. Statements for services shall not be submitted more frequently than monthly.

We appreciate this opportunity to submit this statement of qualifications, which is good for 60 days. If additional information or clarification is desired, please do not hesitate to contact us.

If you are in agreement with the services described herein and wish for FNI to proceed with this assignment, please sign below and return one copy of the agreement for our files. If you wish to authorize our services by a Purchase Order, please refer to this letter as an attachment on the face of the Purchase Order.

Yours very truly,

Approved:

FREESE AND NICHOLS, INC.

TARRANT REGIONAL WATER DISTRICT



Charles P. Gaddy, PE, PG
Project Manager

By: _____



Kimberly Buckley, PG
Principal/Vice President

Print Name

Title: _____

Date: _____

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 10

DATE: March 19, 2024

SUBJECT: Consider Approval of Contract with Precision Task Group, Inc. for Workday Enterprise Resource Planning Software and Implementation Services

FUNDING: Fiscal Year 2024 General Fund Budget - \$1,200,000
Fiscal Year 2025 General Fund Budget - \$1,650,000
Fiscal Year 2026-2028 General Fund Budget - \$425,000 per year

RECOMMENDATION:

Management recommends the approval of a contract **in an amount not-to-exceed \$3,152,920** with Precision Task Group, Inc. for implementation services and licensing of the Workday Enterprise Resource Planning platform and licensing from April 1, 2024 through September 30, 2028. In addition, management requests authorization of an additional 10% contingency to cover any unknown implementation costs for a total budget authorization of \$3,468,212. Management also recommends that the General Manager or his designee be granted authority to execute all documents necessary to complete this transaction.

DISCUSSION:

Enterprise Resource Planning (ERP) software supports the core business processes needed to run the organization. Infor Lawson S3, the primary ERP platform used to support our Finance and Human Resources functions, has been in place since the year 2000 and will be reaching the end of mainstream support in April 2026. In response to changing organizational needs, evolving technical capabilities of newer ERP platforms, and a limited support horizon for Infor Lawson S3, the District Board of Directors approved a contract with Accenture LLP for an Enterprise Resource Planning Needs Assessment on December 13, 2022.

District staff thoroughly evaluated six ERP platforms using the requirements obtained from the Enterprise Resource Planning Needs Assessment and have selected Workday as the best organization fit. Workday is a modern cloud-based ERP system that will reduce support costs by replacing multiple ERP systems and integrations with a single managed hosted solution. Workday will enhance operational efficiency through process automation and standardization, improve decision-making with superior reporting capabilities, and boost employee satisfaction with its intuitive interface and modern workplace functionality.

Precision Task Group, Inc. (PTG) has been selected to provide implementation services and a five-year software licensing agreement for the Workday ERP platform. PTG was selected based on demonstrated success implementing the Workday ERP platform in the state of Texas. This contract will be provided as part of the State of Texas Department of Information Resources cooperative purchasing contract DIR-TSO-4242.

The project is estimated to take twelve months to fully migrate to Workday with another month of post-migration support, tentatively scheduled to start on 4/1/2024 with go-live scheduled for 4/1/2025. The project timeline takes into consideration certain key blackout dates and launch windows for various aspects of our business cycle (budget, fiscal year close-out, open enrollment) and is planned to minimize both the cost and risk of an ERP migration.

The total contract cost includes \$1,245,325 in license costs estimated for fiscal year 2026 through 2028.

This item was reviewed by the Construction and Operations Committee on March 5, 2024.

Submitted By:

Mick Maguire
Chief Administrative Officer

Workday Subscription - 5-Year Option

Description	Total	Additional Notes
Workday Proposed Solutions		All information below is for Workday Software Pricing Assumes 500 FSE count
Software Annual Subscription Cost		ACV = Annual Contract Value
Workday for TRWD (5 Years) <ul style="list-style-type: none"> • Core Financials • Financial Planning (Adaptive) • Procurement • Projects • Expenses • Core Human Capital Management • Payroll • Time Tracking • Recruiting • Learning • Cloud Connect for Learning • Cloud Connect for Benefits • Talent Optimization • Workforce Planning 	Year 1 ACV: \$186,285 Year 2 ACV: \$398,938 Year 3 ACV: \$406,918 Year 4 ACV: \$415,053 Year 5 ACV: \$423,354 Average ACV: \$366,110 Total (TCV): \$1,830,548	All cost to run and maintain Workday Annually is included in your Annual Subscription cost. Assumes signed contracts by March 29 th , 2024. Pricing assumes contracting via the Texas DIR contract vehicle.

Workday Training and Delivery Assurance

Workday Professional Services	Year 1	Year 2	Total
<ul style="list-style-type: none"> • Pre-paid Training Credits 	\$47,211	\$0	\$47,211
<ul style="list-style-type: none"> • Learn On Demand Education Libraries 	\$10,075	\$10,075	\$20,150
<ul style="list-style-type: none"> • Adoption Kit 	\$2,897	\$2,897	\$5,793
Total Training	\$60,183	\$12,972	\$73,154
Delivery Assurance	\$49,368	\$0	\$49,368
Total	\$109,551	\$12,972	\$122,522

Workday Deployment

Team PTG Implementation Services	Cost	Notes
HCM/Fins Implementation	\$ 1,231,850	Big Bang Timeline - Go-Live 4/1/25
Organizational Change Management	\$ 68,000	<ul style="list-style-type: none"> - Development of the Change Management Strategy - Development of the Training Strategy - Development of the Communications Strategy - Leading the Change Champion Network - Development of Communications - Weekly Meeting with the Client Change Lead(s) - Biweekly Meeting with the Change Champion Network - User Experience Testing (w/ Change Champion Network)
Total Estimated Implementation Costs	\$ 1,299,850	
PTG Investment Credit	\$ (100,000)	\$50,000 applied to the October 2024 Invoice (A&C Completion) \$50,000 applied to the March 2025 Invoice (Deploy)
Grand Total Estimated Implementation Costs	\$ 1,199,850	

1. Introduction

Tarrant Regional Water District, a Texas water district with office at 800 E Northside Dr, Fort Worth, TX 76102 (“**Customer**”) and Precision Task Group, Inc. (“**PTG**”), a Texas corporation with offices at 9801 Westheimer, Suite 803, Houston, TX 77042, have executed this Statement of Work (including the Attachments, this “**SOW**”) as of the later of the dates beneath the parties' signatures below (“**SOW Effective Date**”). Upon execution, this SOW is appended to and governed by the Technical Services Agreement for Workday Services dated **XXX, 2024** under the Texas Department of Information Resources Contract DIR-TSO-4242 (“**Agreement**”) between Customer and PTG made effective on date of full execution of the Agreement. The Technical Services Agreement and Agreement are incorporated herein by reference.

This SOW describes the Technical Services that PTG shall perform for Customer, as well as any Deliverables, Project milestones, estimated duration, pricing, methodology, and/or payment schedules applicable to the implementation of Workday System (“**Project**”). Any Services, Deliverable, feature, or functionality not expressly identified in this SOW falls outside the scope of this SOW or the Project. If Customer wishes to secure additional Services not included in the scope of this SOW; change the Services, scope, or responsibilities of the Project, PTG shall provide a separate statement of work for additional services or PTG shall have no obligation to perform additional services or provide deliverables that are not described in this SOW.

2. Project Scope Overview

Customer requires PTG to provide Technical Services to implement and configure the Workday Software-as-a-Service Enterprise Human Resources, Payroll and Finance Management System (“**Workday System**” and/or “**Workday Service**”).

PTG will provide Technical Services to implement Workday System using the PTG Propel Deployment approach as further described in this SOW.

Workday Modules included in Project Scope	
HCM	Financials
<ul style="list-style-type: none"> • Core Human Capital Management, Including: <ul style="list-style-type: none"> ○ Compensation ○ Benefits ○ Absence Management • Talent Optimization • Recruiting • Learning • Time Tracking • Payroll 	<ul style="list-style-type: none"> • Core Financials • Banking & Settlement • Business Assets • Customer Accounts • Expenses • Procurement • Supplier Accounts • Projects

Services	
Included in Project Scope	Excluded from Project Scope (available as optional services at extra cost)
<ul style="list-style-type: none"> • Project Management • Project Planning • Design 	<ul style="list-style-type: none"> • Development of Integrations • Development of Custom Reports • End User Training

Services	
<ul style="list-style-type: none"> Configuration Data Conversion Workday Reporting Workshop Testing Strategy & Support Organizational Change Management Knowledge Transfer Post-Production Support 	

Customer Employee Count

For the purposes of this SOW (estimating personnel resources, time and fees required to perform the Project) PTG relied on the following Customer Employee Count:

Customer Employee Count	
Active Employees	budgeted for 459; currently active 353
Contingent Workers	10
Retired Employees	currently 73; number will increase over time
Terminated Employees	65 in 2023
Total:	607

PTG assumes that Customer Employee Count may change over the course of the Project. In the event of any changes in the Employee Count Customer exceeds 25% of the above table TRWD shall promptly notify PTG and the parties shall negotiate and agree on a Change Order or other changes required in the Project to support such changes.

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 11

DATE: March 19, 2024

SUBJECT: Consider Approval to Accept a Grant from Bonneville Environmental Foundation

FUNDING: N/A

RECOMMENDATION:

Management recommends acceptance of a grant **in the amount of \$250,000** from Bonneville Environmental Foundation which will be used for the Aquifer Storage and Recovery Pilot Project.

DISCUSSION:

Bonneville Environmental Foundation is a company that provides partnerships between governments/non-profit entities and private companies that are interested in supporting positive water stewardship in watersheds where they have business operations. They would like to grant funds of \$250,000 to the District to support the Aquifer Storage and Recover Pilot Project on behalf of their client, Google. Management recommends that the Board accept this grant as it will further support the District's current strategic plan of pursuing funding to reduce costs to our customers.

This item was reviewed by the Finance Committee on March 18, 2024.

Submitted By:

Sandy Newby
Chief Financial Officer

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 12

DATE: March 19, 2024

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

FUNDING: Fiscal Year 2024 Special Projects/Contingency Fund Budget - \$200,000

RECOMMENDATION:

Management recommends approval of contract renewal and extension **in the amount of \$5,000/month** with Mark L. Mazzanti for consulting services.

DISCUSSION:

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

Effective December 4, 2019, the Agreement was assigned to TRWD. Amendment 1 renewed the Agreement until February 2022, Amendment 2 renewed the Agreement until February 2023, and Amendment 3 renewed the Agreement until February 2024.

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

- One-year term from February 15, 2024
- Compensation of \$5,000 per month
- Retention of the right by either party to terminate on 30 days notice

This item was approved by the TRVA Board of Directors on February 22, 2024.

Submitted By:

Dan Buhman
General Manager

AMENDMENT NO. 4 TO CONSULTING SERVICES AGREEMENT

THIS AMENDMENT NO. 4 TO CONSULTING SERVICES AGREEMENT (this “Amendment”) is between Mark L. Mazzanti (“Consultant”) and TARRANT REGIONAL WATER DISTRICT, a Water Control and Improvement District (“TRWD” or “District”), and is dated to be effective February 15, 2024 (the “Effective Date”).

WHEREAS, the Trinity River Vision Authority (“TRVA”), a Texas non-profit corporation, was created by and operates as the instrument of TRWD;

WHEREAS, TRVA and Consultant entered into a Consulting Services Agreement dated November 15, 2019 (the “Agreement”), pursuant to which Consultant and TRVA contracted for certain consulting services as set forth in the Agreement for a stated term of twenty-four (24) months;

WHEREAS, by Amendment No. 1 to Consulting Services Agreement dated to be effective December 4, 2019, the Agreement was assigned from TRVA to District; and

WHEREAS, the parties subsequently executed Amendment No. 2 to the Agreement, effective February 15, 2022, and Amendment No. 3 to the same, effective February 15, 2023; and

WHEREAS, the parties desire to renew the Agreement for an additional twelve (12) months and further amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. All capitalized terms which are not specifically defined in this Amendment and which are defined in the Agreement will have the same meaning for purposes of this Amendment as they have in the Agreement.

2. Paragraph 5 of the Agreement is amended to change the stated term to twelve (12) months from the Effective Date of this Amendment.

3. All parties hereby adopt, ratify, and confirm all terms and provisions of the Agreement, as amended.

4. Nothing herein shall be interpreted to waive or limit the District’s sovereign or governmental immunity.

5. This Amendment may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart will be deemed to be an original, but all such counterparts will together constitute but one and the same Amendment. The parties agree that this Amendment may be transmitted between them by facsimile machine or email. The parties intend by faxed or scanned signatures (such as, without limitation, scanned

signatures in .pdf format) constitute original signatures and that a faxed or scanned agreement containing the signatures (original, faxed or scanned) of all the parties is binding on the parties.

6. As modified hereby, the Agreement and all of the terms and provision thereof remain in full force and effect and are incorporated herein as if herein fully recited.

IN WITNESS WHEREOF, District and Consultant have executed this Amendment No. 4 to be effective February 15, 2024.

DISTRICT:

CONSULTANT:

TARRANT REGIONAL WATER DISTRICT,
a Water Control and Improvement District

By: _____
Dan Buhman
General Manager

Mark L. Mazzanti

Date: _____

Date: _____

EXHIBIT “A”

[SCOPE OF SERVICES]

Flood Control Project Program Coordinator

Background

The Trinity River Vision Authority (TRVA) is an instrumentality of TRWD and exists and acts subject to the authority of the TRWD Board. TRVA membership is comprised of representatives of TRWD, the City of Fort Worth, Tarrant County, and Streams & Valleys. The Authority’s purpose is to coordinate the participants’ completion of the publicly funded components of the Project, including flood protection, environmental cleanup, and infrastructure improvements like new bridges, improved utilities and new/improved roads.

This position will report directly to the TRVA Board of Directors and, upon request, to the TRWD Board of Directors.

Scope of Work

Consultant shall include the following specific services to the TRVA Board and when requested to the TRWD Board:

- Provide engineering and technical support to the District and TRVA on issues and challenges in implementing a federal Project, especially relating to US Army/Corps’ policies, rules, regulations, and processes
- Provide support and consultation to the District and TRVA in improving coordination, negotiation, and/or discussions with Federal agencies, especially the U.S. Army Corps of Engineers and the Assistant Secretary of the Army for Civil Works
- Provide support and consultation to the District when coordinating, meeting or holding discussions on Project implementation and funding with the Federal Administration and, if needed, Members of Congress
- Provide support and assistance to the District and TRVA with Project development strategies and implementation of project, including key meetings and conferences with the US Army Corps of Engineers
- Provide monthly progress report to the TRWD General Manager or his designee in a format as requested by the General Manager (e.g. through a progress meeting, or a written report)

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 14

DATE: March 19, 2024

SUBJECT: Executive Session

FUNDING: N/A

RECOMMENDATION:

Section 551.071 of the Texas Government Code, for Private Consultation with its Attorney about Pending or Contemplated Litigation or on a Matter in which the Duty of the Attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Clearly Conflicts with this Chapter; and

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

DISCUSSION:

- Pending litigation
- Real property issues

Submitted By:

Stephen Tatum
General Counsel

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 15

DATE: March 19, 2024

SUBJECT: Consider Approval of Reconciliation Credit Change Order with IPL Partners, Inc. for the PL19TX Project as Part of the Integrated Pipeline Project

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends approval of credit Change Order 7 **in the amount of (\$961,998.18)** with IPL Partners, Inc. for reconciliation of extra work and allowance items to the PL19TX Project. IPL Partners, Inc achieved final completion in March 2024. The current contract amount is \$21,232,463.04 and the revised not to exceed contract amount, including this change order, will be \$20,270,464.86.

DISCUSSION:

The contract contains approved additional unit price extra work items and allowances. In completing the Project, these extra work items and allowances were not utilized. These extra work and allowance items are summarized as follows –

Extra Work Items	(\$691,500.00)
Allowances	<u>(\$270,498.18)</u>
	(\$961,998.18)

The original contract value was \$21,033,560.00. Approved change orders to date totaling \$198,903.04 put the current contract value at \$21,232,463.04. The total amount of this credit change order (\$961,998.18) brings the revised contract value to \$20,270,464.86.

Management additionally requests the Board of Directors grant authority to the General Manager or his designee to execute all documents associated with the contract described herein.

Staff Recommendation and the Fee Summary are attached.

This item was reviewed by the Construction and Operations Committee on March 5, 2024.

Submitted By:

Ed Weaver
IPL Program Manager



Memo

TO: Ed Weaver

FROM: Charles Cameron

COPY: Coy Veatch

DATE: March 18, 2024

SUBJECT: Consider Approval of a Reconciliation Change Order with IPL Partners, Inc, for the PL19TX project as part of the Integrated Pipeline Project.

The purpose of this memo is to recommend approval of Credit Change Order 7 with IPL Partners Inc in the amount of (\$961,988.18) for unused Allowances and Extra Work Items included in the contract. In completing the project, these extra work items and allowances were not required, they are outlined in Attachment A included with this agenda item. (\$961,998.18)

The original contract value was \$21,033,560.00. Approved change orders to date totaling \$198,903.04 put the current contract value at \$21,232,463.04. The total amount of this credit change order of (\$961,998.18) brings the total revised contract value to \$20,270,464.86.

Attachment A - Reconciliation of Allowance and Extra Work Items

Project: Section 19 TXDOT Tunnel Crossings (PL19TX)

Owner: Tarrant Regional Water District

Contractor: IPL Partners

Engineer: HDR Engineering, Inc. and BGE, Inc.

Project Number:

4269

20-0200

10017386 and 0672-01

ITEM NO.	DESCRIPTION	PROPOSAL VALUE	USED AMOUNT	NET CREDIT
A-01	County Road repair/maintenance	\$250,000.00	\$0.00	\$250,000.00
A-02	Power Pole Relocation	\$75,000.00	\$54,501.82	\$20,498.18
EW-1	ADD Coarse Gravel for Trench Foundation Per Section 02202-3.02.C.3	\$25,000.00	\$0.00	\$25,000.00
EW-2	ADD Pipe Zone Embedment Material (Granular) for Unstable Soils Section 02202-Par. 3.02.5a	\$25,000.00	\$0.00	\$25,000.00
EW-3	ADD Pipe Zone Embedment Material (Flowable Fill) Unstable Soils Section 02202	\$100,000.00	\$0.00	\$100,000.00
EW-4	ADD Accessory Test Station Per Section 13115	\$5,000.00	\$0.00	\$5,000.00
EW-5	ADD Class C Concrete Per Section 03300	\$50,000.00	\$0.00	\$50,000.00
EW-6	ADD Class E Concrete Per Section 03300	\$50,000.00	\$0.00	\$50,000.00
EW-7	ADD Tunnel Excavation, Initial Support, Pipe Installation and Annular Grout	\$250,000.00	\$0.00	\$250,000.00
EW-8	ADD Concrete Encasement per Section 03300 and Detail 03300-001	\$80,000.00	\$0.00	\$80,000.00
EW-9	ADD Flowable Fill Encase per Section 02202 Par. 2.01.D & Detail 02202-007	\$70,000.00	\$0.00	\$70,000.00
EW-10	ADD Concrete Cable Mat per Section 02273	\$4,000.00	\$0.00	\$4,000.00
EW-11	ADD Gates - Single Gates	\$10,000.00	\$0.00	\$10,000.00
EW-12	ADD Barbed Wire Fence	\$5,000.00	\$0.00	\$5,000.00
EW-13	ADD Potholing on Existing Utilities	\$2,500.00	\$0.00	\$2,500.00
EW-14	For WSP only - ADD Galv Anode Groundbed - Ten (10) 48-lb Mg Anodes & Test Station	\$5,000.00	\$0.00	\$5,000.00
EW-15	For WSP only - ADD Heat Shrink Sleeve Exhumed and Repaired for Audit	\$10,000.00	\$0.00	\$10,000.00
			54,501.82	\$961,998.18

Change Order

Project: <u>Section 19 TXDOT Tunnel Crossings (PL19TX)</u>	Project Number: _____
Owner: <u>Tarrant Regional Water District</u>	<u>4269</u>
Contractor: <u>IPL Partners</u>	<u>20-0200</u>
Engineer: <u>HDR Engineering, Inc. and BGE, Inc.</u>	<u>10017386 and 0672-01</u>
Change Order No.: <u>0007</u> Date: <u>3/19/2024</u>	
Funding Source: _____	
Make the following additions, modifications, or deletions to the Work described in the Contract Documents:	
1. Reconciliation of Allowance and Extra Work Items (See Attachment A)	<u>(\$961,998.18)</u>
Net Change to Contract Amount:	<u>(\$961,998.18)</u>
<i>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.</i>	
a Original Contract Price	<u>\$21,033,560.00</u>
b Previously Approved Change Order Amounts	<u>\$198,903.04</u>
c Adjusted Contract Price (a + b)	<u>\$21,232,463.04</u>
d Change Order Amount	<u>(\$961,998.18)</u>
e Revised Contract Price (c + d)	<u>\$20,270,464.86</u>
f Percent Change to Date: <u>(3.6)%</u>	g Change in Days this Change Order: <u>0</u>
Completion Dates:	Original Previous Current
Substantial h <u>10/29/2021</u>	i <u>11/14/2021</u> j <u>11/14/2021</u>
Final k <u>12/23/2021</u>	l <u>1/8/2022</u> m <u>1/8/2022</u>
Recommended by: <u>Project Construction Manager</u>	Recommended by: <u>Program Construction Manager</u>
<u>3/19/2024</u>	
<i>Name</i> _____ <i>Date</i> _____	<i>Name</i> _____ <i>Date</i> _____
Approved by: <u>IPL Partners</u>	Approved by: <u>Tarrant Regional Water District</u>
<i>Name</i> _____ <i>Date</i> _____	<i>Name</i> _____ <i>Date</i> _____

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 16

DATE: March 19, 2024

SUBJECT: Consider Approval of Final Change Order, Final Payment and Contract Closeout with IPL Partners, Inc. for the PL19TX Project as Part of the Integrated Pipeline Project

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends a **final change order in the amount of (\$3,500,728.87)** and 14 additional project days and contract closeout with IPL Partners, Inc. for Section PL19TX of the Integrated Pipeline Project. The original contract value was \$21,033,560 and with approved change orders to date totaling \$(4,263,824.01) puts the final contract value at \$16,769,735.99, resulting in a final IPL Partners, Inc payment totaling \$(41,367.06).

DISCUSSION:

The final change order contains eight different elements, these are discussed below: -

- 1. SH19 Tunnel – Additional 53 days and \$855,583.42 (Refer to Attachment A).**
Perched water was present in the tunnel envelope that was not shown in the Geotechnical Data Report, which resulted in the formation of a sinkhole during tunnel excavation. IPL Partners installed 40ft of 117” casing pipe over the short section of completed tunnel to rescue the shielded excavator and to advance beyond the area of perched water. IPL Partners also changed the tunnel support from liner plate to steel casing pipe to complete the tunnel. The change to steel casing also resulted in modifications to the tunnel launch shaft. Once the 40ft of 117” casing had been installed, the shielded excavator was relaunched, and tunnel excavation resumed.

This resulted in an additional 53 days and an additional cost of \$855,583.42.

- 2. US175 Tunnel – Additional 13 Days and \$221,129.94 (Refer to Attachment A).**
During tunnel excavation of the US175 tunnel, IPL Partners encountered a vertical concrete pipe, which was not shown on the record drawings. After consulting with TxDOT, IPL Partners located and removed the concrete pipe to an elevation below

the tunnel envelope. The excavation was then backfilled with grout and flowable fill and tunnel excavation resumed.

This resulted in an additional 13 days and an additional cost of \$221,129.94.

3. Descoping of the FM2588 Tunnel – Reduction of 125 Days and a credit of \$928,292.23 (Refer to Attachment B) and CP0015A

As a result of project schedule overrun, the TxDOT permit for the FM2588 tunnel crossing expired prior to the start of tunnel excavation and open cut pipe installation. Therefore, TRWD issued a Request for Change Proposal to descope the remaining work associated with the FM2588 tunnel. Subsequently IPL Partners submitted a credit Change Proposal related to all unfinished work associated with the FM2588 tunnel.

This resulted in a credit of 125 days and a credit of \$928,292.23.

4. Liquidated Damages – 605 days at \$6,000 per day for a credit of \$3,630,000 (Refer to Attachment C)

The original contractual Substantial Completion date is 10/29/21. The total number of additional days approved on the project to date, including this change order, is 30 days. The latest contractual substantial completion date is 11/28/2021. IPL Partners achieved Substantial Completion on 7/26/2023, therefore IPL Partners is assessed 605 days of liquidated damages at \$6,000 per day.

This resulted is a liquidated damages credit of \$3,360,000.

5. Descoping of Permanent Seeding – No days and a credit of \$19,150.00

To close the PL19TX project out in March, permanent seeding was descoped from the PL19TX project and will be included in a future opencut pipeline project. IPL Partners submitted a change proposal accordingly.

This resulted in 0 days and a credit of \$19,150.

6. Weather and COVID-19 Delay Impacts – Additional 63 days.

IPL Partners claimed 44 additional days for weather delays because of heavy rainfall events and winter/ice storms, these days were verified by reviewing the project DCR reports. IPL Partners also claimed an additional 19 days for COVID-19 delays because of lost construction time associated with the time lost to test their workers daily during the pandemic.

This resulted in an additional 63 days.

7. Coating Inspection of Pipe Joint 107 – Additional 10 days.

During the excavation and removal of an existing heat shrink sleeve on pipe joint 107, IPL Partners found they were able to remove large portions of the polyurethane coating. This indicated a deficiency in the coating of this pipe. The

OPT undertook additional testing and analysis of this pipe to confirm the coating deficiency. The polyurethane coating testing and analysis took 10 days to complete.

This resulted in an additional 10 days.

It is also requested that the General Manager, or his designee, be granted authority to execute all documents associated with the contract.

IPL Partners, Inc completed construction of the PL19TX section of the Integrated Pipeline in March 2024 and there are no outstanding issues. Subject to IPL Partners providing written consent of its surety to final payment and the required affidavits regarding payment of debts and claims and release of liens, management requests permission to obtain a final payment of \$41,367.06 from IPL Partners, Inc. to close the project. The retainage currently held in the amount of \$1,867,900.34 will not be paid out.

This item was reviewed by the Construction and Operations Committee on March 5, 2024.

Submitted By:

Ed Weaver
IPL Program Director



Memo

TO: Ed Weaver

FROM: Charles Cameron

COPY: Coy Veach

DATE: March 19, 2024

SUBJECT: Consider Approval of Final Change Order, Final Payment and Closeout to IPL Partners, Inc, for the PL19TX project as part of the Integrated Pipeline Project

The purpose of this Memo is to document the item being proposed in Change Order 0008, an overall credit of \$3,500,728.87 and an additional 14 days.

1. Additional SH19 tunnel excavation efforts because of perched water not shown in contract documents - Additional 53 days and \$855,583.42 (Refer to Attachment A)
2. Removal of unknown concrete pipe in US175 tunnel envelope - Additional 13 Days and \$221,129.94 (Refer to Attachment A).
3. Descoping of the remaining FM2588 tunnel and opencut pipe work due to expiry of TxDOT crossing permit - Reduction of 125 Days and a credit of \$928,292.23 (Refer to Attachment B) and CP0015A
4. Assessment of liquidated damages, contractual substantial completion date of 11/28/2021, actual substantial completion date of 7/26/2023 – 605 days at \$6,000.00 per day for a credit of \$3,630,000.00 (Refer to Attachment C)
5. Descope permanent seeding from the PL19TX project and add to future open cut pipe project - No days and a credit of \$19,150.00.
6. Additional 44 days for heavy rainfall events and winter/ice storms and an additional 19 days for COVID-19 testing - Additional 63 days.
7. Additional 10 days because of OPT polyurethane coating testing and analysis on pipe joint 107 – Additional 10 Days

IPL Partners, Inc. completed construction of the above referenced project in March, 2024. The current Contract Price is \$16,769,735.99. The amount remaining to be paid by the Contractor is the amount of \$41,367.06. IPL Partners' work on the project is acceptable and there are no outstanding issues.

IPL Partners, Inc. 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 Recommendation Memo, Consent of Surety to Final Payment, Affidavit of Release of Liens, Affidavit of Payments of Debts and Claims are attached.

We recommend receiving a final payment of \$41,367.06 from IPL Partners, Inc. to close the project.

Change Order

Project: <u>Section 19 TXDOT Tunnel Crossings (PL19TX)</u>	Project Number: _____
Owner: <u>Tarrant Regional Water District</u>	<u>4269</u>
Contractor: <u>IPL Partners</u>	<u>20-0200</u>
Engineer: <u>HDR Engineering, Inc. and BGE, Inc.</u>	<u>10017386 and 0672-01</u>

Change Order No.: <u>0008</u>	Date: <u>3/19/2024</u>
Funding Source: _____	

Make the following additions, modifications, or deletions to the Work described in the Contract Documents:

1. CP0006C – SH19 Tunnel – additional 53 days (See Attachment A)	\$855,583.42
2. CP0012A – US175 Underground Facility – additional 13 days (See Attachment A)	\$221,129.94
3. CP0015A – Descoping of FM2588 – reduction of 125 Days (See Attachment B)	(\$928,292.23)
4. Liquidated Damages – 605 days @ \$6,000 per day (See Attachment C)	(\$3,630,000.00)
5. Descoping of Permanent Seeding - 0 Days (See Attachment D)	(\$19,150.00)
6. Weather and COVID-19 Delay Impacts – additional 63 days	\$0.00
7. Pipe Joint #107 Coating Investigation – additional 10 days	\$0.00
Net Change to Contract Amount:	(\$3,500,728.87)

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	\$21,033,560.00
b Previously Approved Change Order Amounts	(\$763,095.14)
c Adjusted Contract Price (a + b)	\$20,270,464.86
d Change Order Amount	(\$3,500,728.87)
e Revised Contract Price (c + d)	\$16,769,735.99

f Percent Change to Date: <u>(20)%</u>	g Change in Days this Change Order: <u>14</u>
Completion Dates:	Original Previous Current
Substantial h <u>10/29/2021</u>	i <u>11/14/2021</u> j <u>11/28/2021</u>
Final k <u>12/23/2021</u>	l <u>1/8/2022</u> m <u>1/22/2022</u>

Recommended by: <u>Project Construction Manager</u> <u>3/19/2024</u> <small>Name Date</small>	Recommended by: <u>Program Construction Manager</u> <small>Name Date</small>
Approved by: <u>IPL Partners</u> <small>Name Date</small>	Approved by: <u>Tarrant Regional Water District</u> <small>Name Date</small>

Payment Application

Project:	Section 19 TXDOT Tunnel Crossings (PL19TX)	Project No.:	4269
Owner:	Tarrant Regional Water District		
Contractor:	IPL Partners		20-0200
Engineer:	HDR Engineering, Inc. and BGE, Inc.		10017386 and 0672-01

Application No.: 30	Application Period from: 03/01/23	to:	07/26/23
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Contract Time Summary			
a	Date of Notice to Proceed	10/19/20	
b	Original days to Substantial Completion	375	c Original Substantial Completion date
d	Original days to Final Completion	430	e Original Final Completion date
f	Approved time extensions in days	30	
g	Current days to Substantial Completion	405	h Current Substantial Completion date
i	Current days to Final Completion	460	j Current Final Completion date
k	Days charged to date	863	
l	Days till Substantial Completion	-458	m Days till Final Completion
n	Current anticipated date of Substantial Completion	7/26/2023	
o	Days Substantial Completion is (ahead/behind) Schedule	605 days behind	
p	Current scheduled date to Final Completion	09/19/23	
q	Days Final Completion is (ahead/behind) Schedule	605 days behind	

Summary of Earned Value and Set offs	
r Original Contract Price	\$ 21,033,560.00
s Approved Contract Modifications	\$ (4,263,824.01)
t Current Contract Price (r + s)	\$ 16,769,735.99
u Total Earned Value of Original Contract Performed as Shown on Attachment "A"	\$ 21,033,560.00
v Total Earned Value of Work on Approved Contract Modifications as Shown on Attachment B"	\$ (4,263,824.01)
x Total Earned Value of Fees, Work and Materials (u + v)	\$ 16,769,735.99
y Total Earned Value of Fees, Work and Materials from prior Application for Payment (x on prior application)	18,679,003.39
z Current Earned Value (x - y)	\$ (1,909,267.40)
aa Amount Retained as Shown on Attachment "C"	\$ -
bb Total Amount Retained from prior Application for Payment (aa on prior application)	1,867,900.34
cc Additional Retainage on current pay application (aa - bb)	\$ (1,867,900.34)
dd Net Earned Value of Work and Materials (x - aa)	\$ 16,769,735.99
ee Net Earned Value of Work and Materials from prior Application for Payment (dd on prior application)	16,811,103.05
ff Balance Due for Net Earned Value of Work and Materials	\$ (41,367.06)
gg Net Set-offs as Shown on Attachment "D"	\$ -
hh Payment Due	\$ (41,367.06)

The undersigned Contractor certifies that all Work, including materials, covered by this Application for Payment have been completed or delivered and stored in accordance with the Contract Documents, that all amounts have been paid for Work, materials, and equipment for which previous Payment has been made by the Owner, and that the current payment amount shown in this Application for Payment is now due.

Contractor: _____

Signature: _____ Date: _____

Recommended for Payment by: Project Construction Manager	Recommended for Payment by: Program Construction Manager
_____ <i>Signature</i>	_____ <i>Signature</i>
_____ <i>Date</i>	_____ <i>Date</i>
	Recommended for Payment by: Program Director
	_____ <i>Signature</i>
	_____ <i>Date</i>

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 17

DATE: March 19, 2024

SUBJECT: Consider Approval of Revised Electric Service Agreement with the Navarro County Electric Cooperative related to Settlement of Cause No: D-1-GN-23-003173, *TRWD v. Navarro County Electric Cooperative*, in the 201st District Court in Travis County, Texas

FUNDING: N/A

RECOMMENDATION:

Management recommends approval of the agreement that will resolve the litigation.

DISCUSSION:

In 2023 TRWD filed suit in Travis County, Texas against the Navarro County Electric Cooperative (“NCEC”)—one of TRWD’s pass-through retail electric service providers—requesting judicial review of NCEC’s revised rate setting resolution and claiming both the resolution and, by extension, its electric service agreement with TRWD violated the Texas Utilities Code. The parties have since agreed in principle on a settlement to resolve the dispute. The proposed settlement involves the execution of a revised Electric Service Agreement.

If approved, the agreement will be fully executed and TRWD will then submit the necessary court filings to non-suit the case and bring the litigation to a close.

This item was reviewed by the Administration and Policy Committee on February 13, 2024.

Submitted By:

Stephen Tatum
General Counsel

Next Scheduled Board Meeting

April 16, 2024 at 9:00 AM