

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 21<sup>st</sup> Day of May 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>.**

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**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 Meeting Held on April 16, 2024**

**4. Consider Approval of Contract Amendment with Kimley-Horn & Associates, Inc. for Central City Flood Control and Panther Island Projects Engineering Support Services - Kate Beck, Central City Flood Control Program Director**

**5. Consider Approval of Release of Retainage with Veit National Corporation for Demolition and Asbestos Abatement of the South Bypass Channel - Package 2 for the Central City Flood Control Project - Kate Beck, Central City Flood Control Program Director**

**6. Consider Approval of Contract with Freese and Nichols, Inc. for Professional Engineering Services for Dam Inspections Project - Jason Gehrig, Infrastructure Engineering Director**

7. **Consider Approval of Contract with Retzlaff Construction for Construction Improvements of Ten Mile Trailhead - Darrell Beason, Chief Operations Officer**

8. **Staff Updates**

- **Water Resources and Planning Update and Staff Awards - Rachel Ickert, Chief Water Resources Officer**

9. **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**

10. **Consider Approval of Authorization to Acquire Real Property by Purchase for the Eagle Mountain Balancing Reservoir Second Cell Project - Steve Christian, Real Property Director**

**Fee simple title, including any improvements located thereon, of an approximately 41.209-acre tract of land located in the J.P. WOODS SURVEY, Abstract No. 1886, City of Fort Worth, Tarrant County, Texas**

11. **Consider Approval of Authorization to Acquire Real Property Interests by Purchase for the Cedar Creek Pipeline Rehab Project - Steve Christian, Real Property Director**

- **Parcel 1  
(Authentic Contracting Solutions, LLC)**

**A temporary easement interest across a 0.114-acre tract of land situated J.R. Worrall Survey, Abstract No. 1736, City of Mansfield, Tarrant County, Texas, and being a portion of Lot 7, Block 1 of Brentwood Park, Section Two, an addition to the City of Mansfield**

- **Parcel 37  
(Hunt)**

**A temporary easement interest across a 1.881-acre tract of land situated in the W.S Garvin Survey, Abstract No. 423, City of Midlothian, Ellis County, Texas**

- 12. Discussion and Possible Action on Disposition of LaGrave Field - Dan Buhman, General Manager**
- 13. Future Agenda Items**
- 14. Schedule Next Board Meeting**
- 15. Adjourn**

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF  
TARRANT REGIONAL WATER DISTRICT  
HELD ON THE 16<sup>th</sup> DAY OF APRIL 2024 AT 9:00 A.M.

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

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

Also present were Dan Buhman, Alan Thomas, Darrel Andrews, Darrell Beason, Lisa Cabrera, Linda Christie, Dustan Compton, Ellie Garcia, Zach Hatton, Zach Huff, Rachel Ickert, 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.

Public comment was received from Judy Taylor who spoke regarding “fireworks updates.” Public comment was received from Cindy Boling who spoke regarding “fireworks update, drones instead of fireworks.” Public comment was received from Torchy White who spoke regarding “firework update.”

3.

Director Kelleher moved to approve the minutes from the meeting held on March 19, 2024. Director Team seconded the motion, and the votes were 5 in favor, 0 against. It was accordingly ordered that these minutes be placed in the permanent files of the

District.

4.

The Board heard presentation regarding Mayfest from Iris Bruton, Executive Director of Trinity Collaborative, Inc.

5.

With the recommendation of management, Director Motheral moved to approve a contract in the amount of \$73,894,960.81 with BAR Constructors, Inc. for construction of the Integrated Pipeline Section 19-2 Part A Project funded 100 percent by Dallas. In addition, authority is granted to the General Manager or his designee to execute all documents associated with the contract. Funding for this item is included in the Dallas Bond Fund. Director Hill seconded the motion, and the votes were 5 in favor, 0 against.

6.

With the recommendation of management, Director Kelleher moved to approve a contract amendment in an amount-not-to-exceed \$3,411,148 with HDR Engineering, Inc. for final construction phase engineering services of Section 19-2 of the Integrated Pipeline. The current not-to-exceed contract amount is \$19,381,907 and the revised not-to-exceed amount, including this proposed amendment, will be \$22,793,055. In addition, authority is granted to the General Manager or his designee to execute all documents associated with the contract amendment. Funding for this item is included in the Dallas Bond Fund. Director Team seconded the motion, and the votes were 5 in favor, 0 against.

7.

With the recommendation of management, Director Motheral moved to approve a contract amendment in an amount not-to-exceed \$1,301,941 with Black & Veatch Corporation for engineering services related to procurement and construction phases for

the Cedar Creek Pipeline Replacement Project in the Mansfield to Waxahachie Area and additional transient analysis services. Funding for this item is included in the TRWD Bond Fund. Director Hill seconded the motion, and the votes were 5 in favor, 0 against.

8.

With the recommendation of management, Director Kelleher moved to approve a contract in an amount not-to-exceed \$8,895,932 with Freese and Nichols, Inc. for engineering design of the Mary's Creek Indirect Water Reclamation Project and the Second Cell of the Eagle Mountain Balancing Reservoir. The contract amount includes \$6,851,926 for basic services and for \$2,044,006 for special services. The following special services require written authorization from the District to be performed: physical modeling, land development permitting, additional meetings, equipment bid packages, and funding assistance. Funding for this item is included in the TRWD Bond Fund. Director Hill seconded the motion, and the votes were 5 in favor, 0 against.

9.

With the recommendation of management, Director Team moved to approve a contract in an amount not-to-exceed \$665,777 with Freese and Nichols, Inc. for environmental permitting services necessary for the construction of the Mary's Creek Indirect Water Reclamation Project and the Second Cell of the Eagle Mountain Balancing Reservoir. Funding for this item is included in the TRWD Bond Fund. Director Motheral seconded the motion, and the votes were 5 in favor, 0 against.

10.

With the recommendation of management, Director Team moved to approve a contract in an amount not-to-exceed \$450,000 with HDR Engineering, Inc. to incorporate the Cedar Creek and Richland-Chambers reservoirs and contributing watersheds into the

existing Aviso flood model forecasting system. This contract will be provided as part of the State of Texas Department of Information Resources cooperative purchasing contract DIR-CPO-4694. Funding for this item is included in the Fiscal Years 2024, 2025 (proposed) and 2026 (proposed) Revenue Fund Budgets. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against.

11.

With the recommendation of management, Director Hill moved to approve a second amendment to the 2015 Additional Party Raw Water Supply Contract-Municipal with Rockett Special Utility District to increase the annual not-to-exceed volume by 0.175 MGD, from 11.85 MGD to 12.025 MGD. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against.

12.

With the recommendation of management, Director Team moved to approve and adopt the 2024 Water Conservation and Drought Contingency and Emergency Water Management Plan. The Texas Commission on Environmental Quality requires wholesale and public water suppliers to submit water conservation and drought contingency plans every five years. The current plan was last updated in 2019. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against.

13.

With the recommendation of management, Director Hill moved to approve a resolution authorizing the issuance, sale, and delivery of the Tarrant Regional Water District, a Water Control and Improvement District, Water System Revenue Refunding and Improvement Bonds, Series 2024, pledging revenues for the payment of the bonds, approving an official statement, and authorizing other instruments and procedures

relating thereto. Director Kelleher seconded the motion and the votes were 5 in favor, 0 against.

14.

The Board of Directors held a discussion of Fiscal Year 2025 budget goals. Dan Buhman, General Manager, reviewed current budget drivers and Rachel Ickert, Chief Water Resources Officer, reviewed the District's Capital Improvement Plan.

15.

#### Staff Updates

- Water Resources and Planning Update presented by Rachel Ickert, Chief Water Resources Officer

The Board of Directors recessed for a break from 10:31 a.m. to 10:36 a.m.

16.

The Board next held an Executive Session commencing at 10:36 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; and Section 551.072 of the Texas Government Code to Deliberate the Purchase, Exchange, Lease or Value of Real Property; and Section 551.074 of the Texas Government Code, Regarding Personnel Matters.

Upon completion of the executive session at 11:30 a.m., the President reopened the meeting.

17.

With the recommendation of management, Director Team moved to consent to the annexation of approximately 5.623 acres of TRWD-owned land to the City of Grand



Prairie, Texas. In addition, authority is granted to the General Manager or his designee to execute all documents associated with the annexation. Director Kelleher seconded the motion and the votes were 5 in favor, 0 against.

18.

With the recommendation of management, Director Hill moved to approve a revised electric service agreement with Navarro County Electric Cooperative related to Settlement of Cause No: D-1-GN-23-003173, *TRWD v. Navarro County Electric Cooperative*, in the 201<sup>st</sup> District Court in Travis County, Texas. Director Motheral seconded the motion and the votes were 5 in favor, 0 against.

19.

There were no future agenda items approved.

20.

The next board meeting was scheduled for May 21 2024, at 9:00 a.m.

21.

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

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President

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Secretary

## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 4

**DATE:** May 21, 2024

**SUBJECT:** Consider Approval of Contract Amendment with Kimley-Horn & Associates, Inc. for Central City Flood Control and Panther Island Projects Engineering Support Services

**FUNDING:** Fiscal Year 2024 Special Projects/Contingency Fund - \$323,402

#### **RECOMMENDATION:**

Management recommends approval of a contract amendment **in an amount not-to-exceed \$243,400** with Kimley-Horn & Associates, Inc. for additional engineering services and scope items for the Central City Flood Control and Panther Island projects. These engineering services include local street vacations/dedications, development support services, the creation of a rough proportionality methodology for the Panther Island canal system, ongoing support in utilization of the tool, and development of a Panther Island Canals Manual.

#### **DISCUSSION:**

In August of 2023, the District awarded an engineering services contract for the support of the Central City Flood Control project, including preparation of right-of-way documents necessitated by roadway impacts from the flood control project, completion of a boundary survey required for the University Drive project, and integration of final design and construction details from the flood control project into the Panther Island base maps. Related to future development, the subject contract also included engineering support for development projects on Panther Island, including reviewing developers' plans to ensure compliance with USACE requirements.

This amendment will address additional right-of-way impacts around the flood control project, continued engineering support for development projects on Panther Island, the creation of and ongoing support in the utilization of a rough proportionality tool for use in cooperation with the City of Fort Worth during the development process, and the creation of a manual covering all aspects of the Panther Island canal system.

Kimley-Horn & Associates, Inc. is a prime, non-certified business that has subcontracted portions of the Amendment to certified diverse businesses, resulting in a diverse business participation commitment of 9.6% for this amendment.

These engineering services will take place over the next two years, and attached is the scope of services to be provided by Kimley-Horn & Associates, Inc.

This item was reviewed by the Construction and Operations Committee on May 16, 2024.

**Submitted By:**

Kate Beck  
Central City Flood Control Program Director

## **Exhibit "A"**

### **Scope of Services**

Tarrant Regional Water District (District) will be working with the City of Fort Worth and developers on the USACE Fort Worth Central City (FWCC) project, revisioning of Panther Island, and development within the Panther Island area. For this amendment, the District is requesting Kimley-Horn and Associates, Inc. (Contractor) to perform the following services:

#### **TASK 1. LOCAL STREET VACATIONS**

##### **1.1 Street and Alley Vacations and Right-of-Way Dedications**

- A. The Contractor will perform right-of-way research which includes review of property/right-of-way records based on current internet based Tarrant Appraisal District (TAD) information available at the start of the project and available on-ground property information (i.e. iron rods, fences, stakes, etc.). It does not include effort for chain of title research, parent track research, additional research for easements not included in the TAD, right-of-way takings, easement vacations and abandonments, right-of-way vacations, and street closures.
- B. Street and Alley Vacations and Right-of-Way preparation and submittal
  - 1. The Contractor shall prepare separate instrument documents to be used for the street vacations and right-of-way acquisitions.
  - 2. Deliverables
    - a. Four (4) Local Street exhibits and metes and bounds
    - b. Three (3) right-of-way dedication exhibits and metes and bounds for the parcels on White Settlement Road

#### **TASK 2. UNIVERSITY DRIVE**

- 2.1 No additional scope items.

#### **TASK 3. REVISIONING OF PANTHER ISLAND SUPPORT PANTHER ISLAND MAP UPDATES**

- 3.1 No additional scope items.

#### **TASK 4. DEVELOPMENT SUPPORT**

- 4.1 As directed by the District, the Contractor will provide development support for projects within Panther Island which may include the following tasks:
  - A. Coordination with the District, developers, developer's consultants, and the City of Fort Worth.
  - B. Prepare exhibits associated with the Panther Island Master Plans.

- C. Provide recommendations on detention requirements associated with the Panther Island canals.
- D. Other tasks as directed by the District.
- E. The Contractor has budgeted an additional 80 hours for the development support.

## **TASK 5. PANTHER ISLAND ROUGH PROPORTIONALITY**

In 2003, the Texas Supreme Court ruled that local governments cannot condition approval of a development project on the developer contributing to infrastructure improvements to a degree greater than the impact the development project will have on that infrastructure. During the 2005 Texas Legislative Session, legislators established formal procedures for meeting this requirement by passing House Bill No. 1835, amending Section 212.904 of the Local Government Code “relating to the apportionment of municipal infrastructure costs in regard to certain property development projects.” The directly applicable portion of this legislation states: “If a municipality requires as a condition of approval for a property development project that the developer bear a portion of the costs of municipal infrastructure improvements by the making of dedications, the payment of fees and/or the payment of construction costs, the developer’s portion of the costs may not exceed the amount required for infrastructure improvements that are roughly proportionate to the proposed development....”

In order to accurately assess a developer’s costs that are “roughly proportionate,” to the development as described in the Statute, this project will develop and implement a methodology to be used to determine the maximum amount of TRWD canal system and associated infrastructure that are roughly proportionate to the proposed development. The District intends to develop a rough proportionality methodology for complying with HB 1835 that is consistent with the goals and objectives of the District. Based on this understanding, Contractor will provide the services specifically set forth below.

### **5.1 SCOPE OF SERVICES**

- A. Task 1 – Data Collection – The Contractor will work with staff to collect the following data:
  - 1. Existing System Research – The Contractor will review how the District currently manages the development review process – specifically as it relates to TRWD infrastructure and right-of-way dedication requirements for developers. The Contractor will work with the District to compile the applicable development codes and master plans that may be affected by Texas House Bill 1835. It is anticipated that the District will assist the Contractor in identifying the development codes and understanding the current development process.
  - 2. Master Plans, and Historic Project Costs – The Contractor will coordinate with the District to obtain the current Canal Plan (.shp file), and standards and cross section information for those TRWD canal system and associated infrastructure that may be required to be improved (or contributed towards) by future development. This information will include right-of-way widths, pavement widths, pavement depth, and other required elements typically included as part of a TRWD canal system construction project. The Contractor will also gather from the District the average unit prices for commonly used pay items and available historical bid tabulation information for recently completed thoroughfare construction projects. If limited recent District bid tabulations are available, this data will be supplemented

with the latest available TxDOT unit prices. This information will be used as the basis for Task 2 Methodology Development.

3. Measure of Impact – The Contractor will use the developments impervious square footage for the calculations.
  4. Meetings – The Contractor will prepare for and attend up to three (3) meetings with the District to review and discuss the data collection and research tasks. It is anticipated that this initial meeting will be conducted virtually.
- B. Task 2 – Methodology Development – using the information collected in Task 1, the Contractor will assist the District in developing a rough proportionality methodology consistent with Local Government Code Chapter 212.
1. Methodology Outline – The Contractor will coordinate with the District to outline the methodology to be utilized in conducting the rough proportionality analysis. It is anticipated that the methodology will consist of an MS Excel (.xls) worksheet that will include the following elements:
    - a. User Guide (an overview of the proportionality worksheet)
    - b. Proportionality Worksheet, including the following four (4) sections:
      - 1) Development Information
      - 2) Demand Calculations (based on the land use and intensity of the development)
      - 3) Supply Calculations (listing of the required improvements to be provided by the development)
      - 4) Comparison Information (a summary comparison of the supply and demand from the development to determine if the improvements are roughly proportionate)
    - c. Land Use Information (a summary of the land uses for the demand calculations)
    - d. Summary of the TRWD canal system and associated infrastructure (a summary of the costs and capacities provided by the various infrastructure identified in Task 1 Data Collection)
    - e. Detailed TRWD canal system and associated infrastructure costs sheets
    - f. The District will provide the Contractor with guidance on the structure, format, and inputs for all of the above listed elements of the rough proportionality worksheet.
  2. Worksheet Development – Using the information collected during Task 2.1, the Contractor will develop a rough proportionality worksheet for use by the District in conducting rough proportionality determinations. It is anticipated that the Contractor will develop a draft version for review and comment; followed by a final version of the worksheet that addresses comments. The Contractor will update the worksheet for up to two (2) rounds of District comments.

3. Proportionality User Guide – The Contractor will develop an 8.5” x 11” user guide (anticipated to be 5-10 pages in length with text and supporting exhibits / screen shots of the worksheet) for the rough proportionality methodology. The user guide will outline the history and objectives of the rough proportionality policy, along with summarized step-by-step instructions for completing the worksheet. The focus of the user guide will be to assist current and future staff members whom are unfamiliar with using the rough proportionality worksheet.
4. Meetings – The Contractor will prepare for and attend up to two (2) meetings with the District to review and discuss the methodology and resulting rough proportionality worksheet.
5. Deliverables
  - a. Rough Proportionality Worksheet in MS Excel (.xls) format. The password for this ‘locked’ worksheet will also be provided.
  - b. User guide in .pdf format.

#### **TASK 6. ROUGH PROPORTIONALITY DEVELOPMENT SUPPORT**

- 6.1 As directed by the District, the Contractor will provide rough proportionality development support for projects within Panther Island which may include the following tasks:
  - A. The Contractor will prepare the Panther Island Rough Proportionality calculations for the developer and the submit the calculations to the District for review.
  - B. The Contractor will review the Panther Island Rough Proportionality calculations prepared by the District and submit any comments to the District for the Districts coordination with the developer.
  - C. The Contractor will provide the District with support during developer’s protest of the Panther Island Rough Proportionality calculations. This may include preparing and presenting Panther Island Rough Proportionality supporting documentation for the District.
  - D. Other tasks as directed by the District.
  - E. Contractor has budgeted 40 hours for the development support.

#### **TASK 7. PANTHER ISLAND FLOOD CONTROL CANALS MANUAL**

- 7.1 With input and direction from the District, the Contractor will develop the Panther Island Flood Control Canals Manual (Manual).
  - A. The Manual is anticipated to incorporate work previously developed for the District and will include but not limited to the following sections:
    1. Introduction and Purpose
    2. Applicability and Definitions
    3. Applicable Authorities

4. Canal Design Requirements
  5. Infrastructure Coordination Related to Canals
  6. Sequencing considerations
  7. Funding Considerations
  8. Design and Construction Protocols
  9. Maintenance Responsibilities
  10. Development Procedures
- B. Meetings – The Contractor will prepare for and attend up to six (6) meetings with the District to review and discuss the Manual. It is anticipated that the initial meeting will be conducted virtually.
- C. Deliverables
1. The Manual will be provided in Word and .pdf format.
  2. Exhibits will be provided in .pdf format.
  3. The Manual shall be in a similar format as the *TRWD Water Quality Guidance Manual*
- D. The following items are not included in scope:
1. Public involvement including but not limited to presenting the Manual to the public or development community for comments.
  2. Revisions or updates to the District's *Water Quality Guidance Manual*.
  3. Development of the canal standard specifications.
  4. Providing support to the District for approval of the Manual with the Tarrant Regional Water District Board or the City of Fort Worth City Council.

## **TASK 8. DISTRICT COORDINATION MEETINGS**

- 8.1 As directed by the District, the Contractor shall attend twenty (20) Project Delivery Team (PDT) meetings with the District.
- A. Contractor has budgeted 60 hours for the development support.



## ***Exhibit "B"***

### **SCHEDULE**

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Contractor will provide our services based on the authorized scope of services based upon an agreed schedule with the District.




### **COMPENSATION**

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Contractor will perform the services in Amendment 1 for a lump sum fee of \$243,400. The following is a breakdown of the fee for each task:

Task 1. Local Street Vacations	\$ 21,200
Task 2. University Drive Boundary Survey	\$ 0
Task 3. Revisioning of Panther Island Support Panther Island Map Updates	\$ 0
Task 4. Development Support	\$ 40,400
Task 5. Panther Island Rough Proportionality	\$ 35,300
Task 6. Rough Proportionality Development Support	\$ 17,500
Task 7. Panther Island Flood Control Canals Manual	\$103,800
Task 8. District Coordination Meetings	\$ 25,200

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Contractor project number.

-  Alley Vacation
-  Street Vacation
-  Bypass Channel Toe of Slope

Amendment Parcel 12 - TRWD  
Property to be dedicated as ROW

Amendment Two (2)  
Alley Vacations

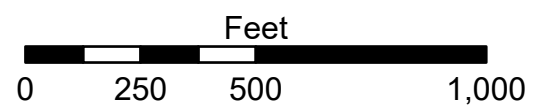
Amendment Partial  
ROW Vacation

FWCC LOCAL STREET MODIFICATIONS

# Street and Alley Vacations



Kimley»Horn



## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 5

**DATE:** May 21, 2024

**SUBJECT:** Consider Approval of Release of Retainage with Veit National Corporation for Demolition and Asbestos Abatement of the South Bypass Channel - Package 2 for the Central City Flood Control Project

**FUNDING:** Fiscal Year 2023 Special Projects/Contingency Fund - \$295,365

**RECOMMENDATION:**

Management recommends approval of release of retainage **in the amount of \$24,833.50** to Veit National Corporation for demolition and asbestos abatement of the South Bypass Channel - Package 2 for the Central City Flood Control Project.

**DISCUSSION:**

The properties in Demolition Package 2 are located within the South Bypass Channel and are part of the property supplied by the District to USACE for the Central City Flood Control project. This project is required to clear the area ahead of required City of Fort Worth utility relocations critical for the South Bypass Channel. Another nearby structure on District property was included in this package as well.

Veit National Corporation performed the following services as part of this contract for demolition and asbestos abatement of the site: site clearing, asbestos abatement, demolition of structures, hauling to local landfills, backfill, compaction and reestablishment of vegetation.

Work started in November of 2023, and the demolition portion ended in January 2024. The contractor then seeded the properties at the end of January. District staff accepts the final condition upon the recommendation letter of the construction manager, Gallagher. District staff recommends that the retainage be released as the consent of surety has been received in accordance with the terms of the contract. Management also requests the Board of Directors grant authority to the General Manager or his designee to execute all documents associated with the contract described herein.

This item was reviewed by the Construction and Operations Committee on May 16, 2024.

**Submitted By:**

Kate Beck  
Central City Flood Control Program Director

May 1, 2024

Kate Beck  
Tarrant Regional Water District  
800 East Northside Drive  
Fort Worth, Texas 76102

Re: Veit Contract Closeout and Release of Retainage  
CSP # 23-124 Central City South Bypass Channel Demolition & Abatement of Structures  
– Package 2

Dear Kate:

Veit National Corporation has successfully completed the work associated with CSP #23-124 known as Central City South Bypass Channel Demolition & Abatement of Structures –Package 2. Tarrant Regional Water District and Gallagher Construction walked the site with a representative of Veit and accepted control of the site on 4/15/24.

The original contract was issued for \$246,137.00 and one change order was issued in the amount of \$2,198.00. The final contract amount is \$248,335.00 Retainage in the amount of \$24,833.50 is currently being held and Gallagher Construction recommends release of retainage subject to TRWD's review and acceptance of the closeout documents provided by Veit National Corporation. Please do not hesitate to contact me if you have any questions. We appreciate the opportunity to work with TRWD.

Sincerely,

Jenna Brummett  
Vice President of Operations

DIFFERENT FROM THE GROUND UP



**GALLAGHER**  
A CUMMING GROUP COMPANY

# Veit National, Corporation

## Release and Waiver of Lien Rights For Final and Complete Payment

**Project:** 238013.03. 23-124 Central City South Bypass Channel Demolition  
Multiple Locations  
Fort Worth, TX 76107

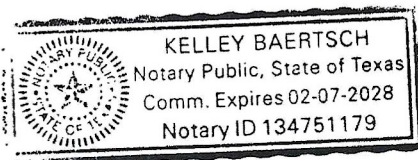
**Subcontractor:** Terradyne Group LLC  
Po Box 867251  
Plano, TX 75086

The Undersigned, hereby acknowledges receipt of payment in full from Veit National, Corporation for all work equipment, and material furnished to the above Project and therefore waives and releases all rights to make any claim on any labor and material bond covering the Project, and waives and releases all mechanic's liens stop notice, and equitable lien rights which the undersigned may have on the Project.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the Project, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the Project, work of improvement and real property free and harmless from any and all claims or liens.

Our work is complete on the Project at this time and there will be no further billing to the above named subcontractor and/or Veit National, Corporation



*Kelley Baertsch*

By signing below I represent and warrant that I am a duly authorized representative of the company and have the legal capacity to execute and deliver this Waiver of Lien and Release

Firm: Terradyne Group LLC

By: *Gregory T. Talley*  
Gregory Talley - V.P.  
Printed Name and Title

Date: 4/25/24

# Veit National, Corporation

## Release and Waiver of Lien Rights For Final and Complete Payment

**Project:** 238013.03. 23-124 Central City South Bypass Channel Demolition  
Multiple Locations  
Fort Worth, TX 76107

**Subcontractor:** Universal Fence Company  
1137 W Hurst Blvd  
Hurst, TX 76053

The Undersigned, hereby acknowledges receipt of payment in full from Veit National, Corporation for all work equipment, and material furnished to the above Project and therefore waives and releases all rights to make any claim on any labor and material bond covering the Project, and waives and releases all mechanic's liens stop notice, and equitable lien rights which the undersigned may have on the Project.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the Project, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the Project, work of improvement and real property free and harmless from any and all claims or liens.

Our work is complete on the Project at this time and there will be no further billing to the above named subcontractor and/or Veit National, Corporation

By signing below I represent and warrant that I am a duly authorized representative of the company and have the legal capacity to execute and deliver this Waiver of Lien and Release

Firm: Universal Fence Company

By: Melissa Silcox

Melissa Silcox CFO

Printed Name and Title

Date: 04/29/2024

# Veit National, Corporation

## Release and Waiver of Lien Rights For Final and Complete Payment

**Project:** 238013.03. 23-124 Central City South Bypass Channel Demolition  
Multiple Locations  
Fort Worth, TX 76107

**Subcontractor:** JTC Heavy Haul LLC  
9611 CR528  
Burleson, TX 76028

The Undersigned, hereby acknowledges receipt of payment in full from Veit National, Corporation for all work equipment, and material furnished to the above Project and therefore waives and releases all rights to make any claim on any labor and material bond covering the Project, and waives and releases all mechanic's liens stop notice, and equitable lien rights which the undersigned may have on the Project.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the Project, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the Project, work of improvement and real property free and harmless from any and all claims or liens.

Our work is complete on the Project at this time and there will be no further billing to the above named subcontractor and/or Veit National, Corporation

By signing below I represent and warrant that I am a duly authorized representative of the company and have the legal capacity to execute and deliver this Waiver of Lien and Release

Firm: JTC Heavy Haul LLC

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

Brandy Kight

Brandy Kight - owner

Printed Name and Title

Date: \_\_\_\_\_

04-29-2024

# Veit National, Corporation

## Release and Waiver of Lien Rights For Final and Complete Payment

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**Project:** 238013.03. 23-124 Central City South Bypass Channel Demolition  
Multiple Locations  
Fort Worth, TX 76107

**Subcontractor:** Allen & Company Environmental Services  
1600 California Parkway N  
Fort Worth, TX 76115

The Undersigned, hereby acknowledges receipt of payment in full from Veit National, Corporation for all work equipment, and material furnished to the above Project and therefore waives and releases all rights to make any claim on any labor and material bond covering the Project, and waives and releases all mechanic's liens stop notice, and equitable lien rights which the undersigned may have on the Project.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the Project, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the Project, work of improvement and real property free and harmless from any and all claims or liens.

Our work is complete on the Project at this time and there will be no further billing to the above named subcontractor and/or Veit National, Corporation

By signing below I represent and warrant that I am a duly authorized representative of the company and have the legal capacity to execute and deliver this Waiver of Lien and Release

Firm: Allen & Company Environmental Services

By: Erika Rivera

*Erika Rivera*

Printed Name and Title

Date: 4/29/2024



**CONSENT OF SURETY  
TO FINAL PAYMENT**

Conforms with the American Institute of  
Architects, AIA Document G707

Bond # 30197460

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

TO OWNER:  
Tarrant Regional Water District  
600 East Northside Drive  
Fort Worth, Texas 76102

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:  
CSP 23-124 Central City South Bypass Channel  
Demolition and Abatement of Structures - Package 2

CONTRACT DATED: July 18, 2023

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

Western Surety Company  
151 S Reid Street  
Sioux Falls, SD 57103

, SURETY,

on bond of  
*(Insert name and address of Contractor)*

Veit National Corporation  
14000 Veit Place  
Rogers, MN 55374

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any  
of its obligations to  
*(Insert name and address of Owner)*

Tarrant Regional Water District  
600 East Northside Drive  
Fort Worth, Texas 76102

, OWNER,

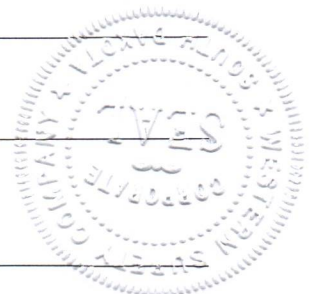
as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: February 1, 2024  
*(Insert in writing the month followed by the numeric date and year.)*

Western Surety Company  
*(Surety)*

By:   
*(Signature of authorized representative)*

Ihab Loubieh, Attorney-In-Fact  
*(Printed name and title)*



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Francisco)

On February 1, 2024 before me, Maria Duran Rufino, Notary Public  
(insert name and title of the officer)

personally appeared Ihab Loubieh,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Maria Duran Rufino* (Seal)



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Charles Nelson, Ihab Loubieh, Carly Foldenaur, Lou Nanne, Individually**

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Assistant Vice President and its corporate seal to be hereto affixed on this 11th day of April, 2023.



WESTERN SURETY COMPANY

*Larry Kasten*  
Larry Kasten, Assistant Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 11th day of April, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is an Assistant Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
March 2, 2026



*M. Bent*  
M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1st day of February, 2024.



WESTERN SURETY COMPANY

*L. Nelson*  
L. Nelson, Assistant Secretary

## Authorizing By-Laws and Resolutions

### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Assistant Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 6

**DATE:** May 21, 2024

**SUBJECT:** Consider Approval of Contract with Freese and Nichols, Inc. for Professional Engineering Services for Dam Inspections Project

**FUNDING:** Fiscal Year 2024 Revenue Fund Budget - \$45,000  
Proposed Fiscal Year 2025 Revenue Fund Budget - \$60,000  
Proposed Fiscal Year 2026 Revenue Fund Budget - to be determined

#### **RECOMMENDATION:**

Management recommends approval of a contract in **an amount not-to-exceed \$173,200** with Freese and Nichols, Inc. for professional engineering services for the Dam Inspections Project.

#### **DISCUSSION:**

The District has an active Dam Safety Program covering all reservoirs. In addition to ongoing monitoring by District staff, the dams are inspected by experienced dam engineers once every five years, consistent with regulatory compliance requirements by the Texas Commission of Environmental Quality (TCEQ) Dam Safety Program. Based on the previous dam inspections, all TRWD dams are in good condition. This is based on a rating of “good”, “fair”, or “poor” in accordance with standard TCEQ assessment terminology.

The purpose of dam inspections is to comply with State laws regarding dam safety contained in Chapter 299 of the Texas Administrative Code 30 TAC §299.1-299.7 whereas, owners of dams are responsible for maintaining the dam and reservoir, including all appurtenant works in a safe condition throughout the life of the structure. Moreover, dam owners shall keep and maintain records with respect to maintenance, operation, and engineering inspection results conducted to safeguard life and property.

The scope of the services is to perform on-site, detailed inspections of the dams listed below over the next three years. The dam inspections will cover each component of the dam: embankment, embankment drainage system, service and emergency spillways, and outlet works. Significant findings will be highlighted so they can be addressed in a timely manner. Recommendations for further studies and mitigating identified deficiencies will be prioritized in order of importance from a dam safety perspective.

Name	Normal Pool Storage	TCEQ Size/Hazard Classification	Last Inspected	Proposed Inspection
Eagle Mountain Dam	179,880 acre-ft	Large/High	2019	2024
Bridgeport Dam	361,875 acre-ft	Large/High	2020	2025
Cedar Creek Dam	642,569 acre-ft	Large/High	2021	2026

Request for Statement of Qualifications was solicited per statute (Texas Government Code Chapter 2254) and two submittals were received. The evaluation team determined Freese and Nichols, Inc. (FNI) to be the most qualified engineering firm to complete the project. The scope and fee that were successfully negotiated with FNI are attached. FNI is not a prime certified diverse business but has subcontracted portions of this contract to a certified diverse business, resulting in a diverse business participation commitment of 29%.

This item was reviewed by the Construction and Operations Committee on May 16, 2024.

**Submitted By:**

Jason Gehrig, P.E.  
 Infrastructure Engineering Director



**List of Submitting Firms**

**RFSOQ 24-095  
Dam Inspections**

<b>Due Date and Time:</b>	March 19, 2024 at 3:30 PM
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<b>Name of Firm</b>
Freese and Nichols, Inc.
Walter P. Moore and Associates, Inc.

**EXHIBIT A  
SCOPE OF SERVICES  
EAGLE MOUNTAIN DAM, LAKE BRIDGEPORT DAM, AND CEDAR CREEK DAM**

This scope of services is for Freese and Nichols, Inc. (FNI) to perform on-site, detailed inspections of the Tarrant Regional Water District (TRWD) dams listed below over the next three years. The purpose of these dam inspections is to comply with State laws regarding dam safety contained in Chapter 299 of the Texas Administrative Code 30 TAC §299.1-299.7 whereas, owners of dams are solely responsible for maintaining the dam and reservoir, including all appurtenant works in a safe condition throughout the life of the structure, and owners shall keep and maintain records with respect to maintenance, operation, and engineering inspection results conducted to safeguard life and property. Information about the dams is summarized in Table 1 and described in the following paragraphs.

**Table 1: Dam Summary**

Name	Normal Pool Storage	TCEQ Size Classification	Inspection Year
Eagle Mountain Dam	179,880 acre-ft	Large	2024
Bridgeport Dam	361,875 acre-ft	Large	2025
Cedar Creek Dam	642,569 acre-ft	Large	2026

**Eagle Mountain Dam**

Eagle Mountain Dam was constructed in 1930 as a municipal water supply dam. The dam is located on the West Fork of the Trinity River in Tarrant County approximately 14 miles northwest of Fort Worth, Texas. The reservoir has a drainage area of 1,970 square miles. Eagle Mountain Lake has a normal pool storage capacity of 179,880 acre-feet at elevation 649.1 feet.

The dam consists of two embankment sections, two concrete spillways and a 1,300-foot-wide earthen emergency spillway through the high ground called Eagle Mountain and Burgess Gap. The main embankment and spillway embankment sections are 4,400 feet and 3,500 feet long respectively, with a maximum height above the stream bed of 85 feet and 60 feet, respectively. The service spillway consists of three vertical lift gates each measuring 25 feet wide and 28 feet tall and an uncontrolled section where one of the gates has been removed. The side channel spillway is controlled by 6 roller gates measuring 11.25 feet wide by 22 feet tall. The emergency spillway is a broad-crested weir approximately 1,500 feet wide. A low flow outlet located on the main embankment section consists of two horseshoe shaped conduits.

**Lake Bridgeport Dam**

Lake Bridgeport Dam was constructed in 1931. The dam is located on the West Fork of the Trinity River in Wise and Jack Counties, approximately four miles west of Bridgeport, Texas. The dam has a drainage area of 1,111 square miles and is authorized for municipal water supply and flood control, as well as recreational purposes. According to the 2010 Volumetric Survey of Lake Bridgeport, the lake has a capacity of 361,875 acre-feet and a surface area of 11,712 acres at the normal pool elevation of 836 feet.

An enlargement of the lake was completed in 1971, and included plugging the original service spillway, raising the dam by 11 feet to a top of dam elevation of 874 feet, construction of a gated service spillway,



with eight vertical lift gates, each measuring 11.25 feet wide and 22 feet high, and construction of a 700-foot-wide emergency spillway.

The main embankment consists of a rolled, earthfill structure with a total length of 2,040 feet, a maximum height of 130 feet above the natural streambed, and a top of dam elevation of 874 feet. There are also two saddle gap levees. One saddle gap area south of the main embankment required the construction of a levee when the original dam was constructed. The increase in the lake level in 1971 necessitated the extension and raising of the levee, and the construction of one additional saddle dam. The other saddle gap levee consists of the Berkshire Levee which is located approximately 3.5 miles south of the main dam. It has a length of 4,100 feet, a maximum height of 39 feet, and a 20-foot crest width.

The original outlet works for the dam consists of two horseshoe shaped conduits. The right conduit was abandoned and is not in use and the left conduit was retrofitted with piping for water supply.

### **Cedar Creek Dam**

Cedar Creek Dam was constructed in 1966. The dam is located in Henderson County on Cedar Creek, a tributary of the Trinity River approximately three miles northeast of Trinidad, Texas. The dam has a drainage area of 1,007 square miles, and is authorized for municipal water supply, as well as recreational purposes. According to the 2017 Volumetric and Sedimentation Survey of Cedar Creek Lake, the lake has a capacity of 642,569 acre-feet and a surface area of 32,556 acres at the normal pool elevation of 322 feet.

The main embankment consists of a wetted and rolled, zoned earthfill structure with a total length of 17,539 feet, a maximum height of 91 feet above the natural streambed, and a top of dam elevation of 340 feet.

The spillway is located six miles upstream on the right bank of the reservoir. The spillway discharges into the Trinity River. The spillway is a 400-foot (net) wide gate controlled concrete ogee structure with eight 40-foot wide by 23-foot high radial gates and two bascule (automatic) gates which are 40-foot wide and 8.5-foot high.

### **ARTICLE I**

**BASIC SERVICES:** Freese and Nichols, Inc. (FNI) will provide the following Basic Services for each of the dams included in the Project:

A. **PRE-INSPECTION ACTIVITIES:** The TRWD representative will schedule a mutually agreeable inspection date with FNI and reservoir staff personnel.

B. **INSPECTION ACTIVITIES:** Prior to arrival on-site, FNI will familiarize themselves with all available data including the last inspection report, engineering reports, plans, status of action items, incident reports and monitoring data.

1. Pre-inspection meeting -- Members of the inspection team will review all available data including past inspection reports, engineering reports, plans, status of action items, incident reports, monitoring data and recent observations by reservoir staff. This will be conducted up to a few weeks prior to the scheduled inspection and will be conducted virtually via Microsoft Teams.
2. FNI will adhere to all TRWD and OSHA safety requirements and perform all activities undertaken in regard to these program requirements in compliance with applicable regulatory requirements.
3. The inspection will be documented and FNI will spend sufficient time to thoroughly inspect the spillway structure and embankment. Take pictures and measurements as required. The TCEQ

inspection forms serve as a guide in making observations, but observations should not be limited solely to the completion of these forms.

4. Prepare field notes of observations for preparing the final report.
5. As a minimum, visually access swales, bows, bulges, depressions, cracks, displacements, slides, seepage, lush vegetation, saturated areas, drain outfalls, leakage at abutment contact, displaced riprap, riprap breakdown, voids, concrete deterioration, displacement, trees, integrity of all visible and accessible metal, especially gates and supporting members.
6. Point out identified deficiencies to other members of the inspection team during the inspection.
7. Check the areas downstream of the toe of the dam for seepage, boils, etc.
8. Check the downstream area to validate the hazard rating based on readily available aerial photography. Identify any new structures, roads, dwellings, etc. that might be affected by a breach of the dam which would be expected to increase the hazard rating of the dam. Note any major changes from the previous inspection.
9. If a dangerous situation is observed during the inspection, inform the TRWD representative immediately. If major deficiencies are noted, inform the TRWD representative immediately upon completion of the inspection so that immediate attention is placed on addressing the identified deficiencies.

C. MEASUREMENTS/DOCUMENTATION: In general, measure distances from known points. Utilize dam record drawings for station referencing. Observe embankments and structures for obvious settlement or movement. If necessary, recommend the Owner have problem areas surveyed to determine extent of movement.

1. Document all visible appurtenant structures such as low flow and service outlets. Document the condition of spillways, joints, riprap, gates, valves, hoisting mechanisms, generators, etc.
2. Document any seepage levels on the embankment. Document the lake level and tailwater elevations at the time the inspection is performed.
3. Note and estimate flows from relief wells as appropriate. Observe discharge for any evidence of fine soil or other material in suspension. Determine, if possible, the origin of seepage.
4. Note any tree growth on earthen embankments or in spillway areas. Removal of large trees is not recommended; however, it is recommended that a maintenance program be implemented to remove small trees and brush and prevent new growth.
5. Erosion or animal burrows observed during the inspection on any part of a dam or its spillway shall be documented. Notation of the location, condition and recommended corrective action shall appear in the final report. Identify the location of animal burrows in the field by placing flagging; so that reservoir personnel can later easily locate the individual burrows for repair.
6. Document standing water and flowing water in the vicinity of the outlet of a conduit through a dam. Document suspected leakage into conduits or water flowing along the outside of a conduit that could threaten the safety of a dam.
7. Note any obstructions in spillways (service and emergency) such as landslides, trees, vegetation that could cause hindrance of free flow and unobstructed passage of floodwaters. Check slopes for the condition of vegetation. Note any need for reseeding or fertilizing due to inadequate vegetation. Damage to vegetation from disease or pests should be noted. Excessive growth of vegetation, which may indicate unusual seepage, shall be noted. Note and document any surface cracking. Note if normal seasonal rainfall and/or irrigation has occurred.

8. Determine the condition of embankment protection and note any rock riprap displacement. Check for any subsidence or changes in normal slope. Document concerns with photographs, if appropriate.
9. Document the condition of the top of the embankment. Note any raveling of road material, rutting, cracking, irregularities in alignment, settlement, ponding, etc.
10. If possible, have a TRWD representative operate the emergency generator.
11. If possible, have a TRWD representative operate the spillway gates, including small sluice gates. Inspect the visible portions of gates, framing, bearings, trunnions, and operating machinery. Review and report on the last lubrication of pivoting joints. Water release may not be necessary to verify equipment operation. If the gates are not operated at time of inspection, document TRWD's record of the last operation of the gates.
12. A complete inspection of the upstream face of the gates requiring installation of stop logs is not included in the scope of the inspection. Climbing inspection of the gates is not included.

Tasks to be performed by FNI under basic services include the following for all three dams:

**A. Project Management and Coordination**

1. Perform project management duties including project setup, internal coordination meetings, and monthly reporting.
2. Provide quality control/quality assurance and project coordination as necessary for the project.
3. Participate in one (1) virtual meeting with the TRWD staff for each of the scheduled inspections, for a total of three (3) to kickoff the inspection for each dam and discuss the schedule.

**Deliverables:**

Monthly status reports along with invoices.

Meeting Summary Minutes to be provided within one (1) week of meeting.

**B. Dam Inspection**

1. Perform a one-day visual inspection of the dam and related structures with up to four inspectors.
2. Spend sufficient time to thoroughly inspect the spillway and embankment. Take pictures and measurements as appropriate. The TCEQ inspection forms serve as a guide in making observations, but observations should not be limited solely to the completion of these forms.
3. A detailed climbing inspection of the gates will not be included, only a visual observation from safely accessible locations will be made.
4. Visual portions of the hoist equipment will be observed for leaks, loose or damaged bolts, or misalignment or wear of the gears.
5. Upstream inspection of the dam will be made from a TRWD furnished and operated boat.
6. The approximate lake level at the time of the inspection will be recorded.
7. Recommendations for additional investigations, repairs, maintenance or modification to the dams will be made, including recommended time frames for implementation.

### **C. Project Specific Items**

1. The following project specific items will be observed during the inspection basic services listed above.

#### **A. Eagle Mountain Dam**

- Fish hatchery ponds downstream of the main embankment. This will include a visual inspection of the embankment sections and ponds to observe for areas of seepage which possibly may be related to the reservoir.
- Low flow outlet.
- Original service spillway drainage gallery.
- Inspection of the fuse plug in the emergency spillway.
- General evaluation of TRWD provided instrumentation data. A more detailed evaluation of up to 2 instruments which TRWD has identified as having potential issues. The evaluation will be based on reading data provided by TRWD and a visual inspection.

#### **B. Lake Bridgeport Dam**

- Outlet works conduit.
- Drone inspection of the spillway approach, downstream channel, and channel dams downstream of the spillway.

#### **C. Cedar Creek Dam**

- Service outlet conduit.
- Service spillway gallery.
- General evaluation of TRWD provided instrumentation data. A more detailed evaluation of up to 2 instruments which TRWD has identified as having potential issues. The evaluation will be based on reading data provided by TRWD and a visual inspection.

### **D. Report**

1. The report will include a short project description of the dam and spillway.
2. The names of people in the inspection team and the lake level on the day of inspection will be included. Include general observations since the last inspection such as: whether it has been a wet or dry year and identify periods that may have influenced the behavior of the dam.
3. Provide a brief history of the previous inspection.
4. Identify Action Items by an Item Number such as "24-1", the "24" meaning the inspection conducted in 2024 and "1" meaning the first recommended action item. Prioritize the recommended Action Items in order of importance from a dam safety perspective.
5. Provide a description of the observations made and give recommendations for correcting deficiencies or develop a basis for further detailed studies. Include TCEQ inspection forms.
6. Include color photographs (in most cases, 30 or more) depicting pertinent aspects of the inspection. Use arrows on photographs as needed to draw reader's attention to items of interest.

7. Attachments such as letters and supporting documents should be included, as necessary. Utilize existing maps where available, i.e., county road maps, USGS topographic maps, copies of record drawings.
8. FNI shall utilize inspection checklist from Appendix A of the TCEQ Guidelines for Maintenance and Operation of Dams in Texas dated November 2006.
9. FNI will address the status of compliance with TCEQ regulations, including the Emergency Action Plan, the Operation and Maintenance Manual, and the Gate Operation Plan.

**Deliverables:**

One electronic copy of a draft inspection report will be provided for review and comment within 90 days of completion of the inspection. Two printed copies and an electronic copy of the final report will be provided within 3 weeks after comments on the draft report are provided to FNI. The report will be suitable for submittal to the TCEQ.

ARTICLE II

**ADDITIONAL SERVICES:** The following services are additional and shall not be included in the Scope of Services unless specifically approved by TRWD. FNI shall inform TRWD when a particular service falls into the “Additional Services” category. Compensation for Additional Services shall be on an hourly basis.

1. Topographic surveys, bathymetric surveys and geotechnical investigation required for detailed analysis and preparation of designs and drawings.
2. GIS mapping services or assistance with these services.
3. Preparing data and reports for assistance to TRWD in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
4. Detailed climbing inspections of the gates, hoists, and bridge.
5. Evaluation of the hydraulic and hydrological adequacy of the dam.
6. Underwater or diving inspections.
7. Structural and stability analysis of the dam and related appurtenances.
8. Additional visits to the site beyond the scheduled inspection.

Article III

**RESPONSIBILITIES OF TRWD**

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

1. Assist by placing at FNI’s disposal all available information pertinent to the Project, including previous reports and any other data relative to the Project.
2. Arrange for access to and make all provisions for FNI to enter upon public and private property as required to perform services under this Agreement.
3. Facilitate entry to and inspection of spillway inspection gallery, discharge tunnels, and low flow outlets including provision to enter the area and treat as a confined space. Provide access to the facilities and a meter to check air quality prior to entering these areas.

4. Perform routine mowing of the embankment within a two week timeframe prior to the inspection.
5. Provide a means of access to the spillway chute.
6. Provide personnel to operate (open approximately one foot) a representative number of spillway gates.
7. Provide and operate a boat for inspection of the upstream slope of the dam by two FNI inspectors.
8. Provide instrumentation data for the piezometers and current and historical information on the surface reference monuments of any level surveys of the embankment.
9. 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 TRWD 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.

Article IV

**TIME OF COMPLETION**

Inspections will be performed as outlined in the following schedule:

**Table 2: Inspection Schedule**

Name	Inspection Timing	Draft Report	Final Report
Eagle Mountain Dam	July 2024	August 2024	September 2024
Bridgeport Dam	April 2025*	July 2025	August 2025
Cedar Creek Dam	May 2026*	August 2026	September 2026

\*To be adjusted as needed by TRWD.

If FNI’s services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Owner or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc.

Article V

**COMPENSATION**

FNI will perform the above mentioned basic services for a not to exceed fee as indicated for each site listed below in accordance with Attachment CO.

**Table 3: Compensation**

Basic Services	Fee
Eagle Mountain Dam	\$49,500
Bridgeport Dam	\$65,200
Cedar Creek Dam	\$58,500
<b>Total Basic Services</b>	<b>\$173,200</b>

**COMPENSATION**

ATTACHMENT CO

<u>Position</u>	<u>Hourly Rate</u>	
	<u>Min</u>	<u>Max</u>
Professional 1	85	169
Professional 2	114	186
Professional 3	130	283
Professional 4	150	309
Professional 5	221	335
Professional 6	225	416
Construction Manager 1	111	156
Construction Manager 2	114	192
Construction Manager 3	143	192
Construction Manager 4	166	251
Construction Manager 5	199	293
Construction Manager 6	264	348
Construction Representative 1	75	88
Construction Representative 2	88	114
Construction Representative 3	121	182
Construction Representative 4	121	182
CAD Technician/Designer 1	82	117
CAD Technician/Designer 2	98	192
CAD Technician/Designer 3	127	244
Corporate Project Support 1	69	153
Corporate Project Support 2	78	225
Corporate Project Support 3	98	325
Intern / Coop	52	91

**Rates for In-House Services and Equipment**

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>			<u>Equipment</u>	
Standard IRS Rates		<u>B&amp;W</u>	<u>Color</u>	Valve Crew Vehicle (hour)	\$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each)	\$500
<b><u>Technology Charge</u></b>	Large Format (per sq. ft.)			Water Quality Meter (per day)	\$100
\$8.50 per hour	Bond	\$0.25	\$0.75	Microscope (each)	\$150
	Glossy / Mylar	\$0.75	\$1.25	Ultrasonic Thickness Guage (per day)	\$275
	Vinyl / Adhesive	\$1.50	\$2.00	Coating Inspection Kit (per day)	\$275
				Flushing / Cfactor (each)	\$500
	Mounting (per sq. ft.)	\$2.00		Backpack Electrofisher (each)	\$1,000
	Binding (per binding)	\$0.25			
				<u>Survey Grade</u>	<u>Standard</u>
				Drone (per day)	\$200 \$100
				GPS (per day)	\$150 \$50

**OTHER DIRECT EXPENSES:**

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.06. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

**These ranges and/or rates will be adjusted annually in February. Last updated 2024.**

## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 7

**DATE:** May 21, 2024

**SUBJECT:** Consider Approval of Contract with Retzlaff Construction for Construction Improvements of Ten Mile Trailhead

**FUNDING:** Fiscal Year 2024 General Fund Budget - \$500,000

#### **RECOMMENDATION:**

Management recommends approval of a contract **in the amount of \$378,000** with Retzlaff Construction for construction improvements of Ten Mile Trailhead.

#### **DISCUSSION:**

The project site is located at 5833 Ten Mile Bridge Rd, situated on the west side of the Marine Creek Reservoir. Trailhead improvements will include paved parking, a pavilion, picnic tables, a restroom enclosure, and a kayak/canoe/stand-up paddleboard launch. This construction initiative is significant as it will expand the parking area by 75 percent, facilitating the continued growth and development of the surrounding area. Upon approval this project is scheduled to commence in June 2024 and expected to be completed by the fall of the same year.

The Request for Proposals was advertised per statute and two compliant proposals were received. The selection of Retzlaff Construction for this project was based on their status as the lowest conforming bidder meeting all necessary criteria.

This item was reviewed by the Construction and Operations Committee on May 16, 2024, and the Recreation Committee on May 17, 2024.

#### **Submitted By:**

Darrell Beason  
Chief Operations Officer



**24-115-1 Construct Ten Mile Trailhead**

Technical Quality Criteria	Total Points Available	Reizlaff Construction	Fain Group
<b>Price</b>	50.00	50.00	25.00
	Price	\$378,000.00	\$785,968.00
Past Experience with Similar Projects	20.00	20.00	20.00
Qualifications and Experience	20.00	20.00	20.00
Schedule	10.00	0.00	10.00
<b>Total</b>	<b>100.00</b>	<b>90.00</b>	<b>75.00</b>

## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 9

**DATE:** May 21, 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 10**

**DATE:** May 21, 2024

**SUBJECT:** Consider Approval of Authorization to Acquire Real Property by Purchase for the Eagle Mountain Balancing Reservoir Second Cell Project

**DISCUSSION:**

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

**TARRANT REGIONAL WATER DISTRICT**

**AGENDA ITEM 11**

**DATE:** May 21, 2024

**SUBJECT: Consider Approval of Authorization to Acquire Real Property Interests  
by Purchase for the Cedar Creek Pipeline Rehab Project**

**DISCUSSION:**

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

Next Scheduled Board Meeting  
June 18, 2024 at 9:00 AM