

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 14th Day of December 2021 at 9:00 a.m.

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

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

1. Pledges of Allegiance

2. Public Comment

Citizens may present public comment at this time, limited to a total time of three (3) minutes per speaker, unless the speaker addresses the Board through a translator, in which case the limit is a total time of six (6) minutes. If citizens wish to address the Board in person, each proposed speaker must have completed and submitted a speaker card prior to the commencement of the meeting identifying, if the speaker wishes to address the Board regarding a specific agenda item, the agenda item number(s) and topic(s). If citizens wish address the Board virtually, each proposed speaker must have contacted Mr. Chad Lorange of TRWD, by telephone at (817) 720-4367 or by email at chad.lorange@trwd.com, by no later than 3:00 P.M. on Monday, December 13, 2021, identifying, if the speaker wishes to address the Board regarding specific agenda item(s), the agenda item number(s) and topic(s). In such event, each such member of the public will be provided with a dial-in number to address the Board. By law, the Board may not deliberate, debate or take any action on public comment but may place the item on a future agenda.

3. Consider Approval of the Minutes from the Meeting Held on November 16, 2021

4. **Consider Approval of Contract with Plummer Associates, Inc. for Wetland Design and Environmental Permitting Services for the Cedar Creek Wetlands Project - Dan Buhman, General Manager**
5. **Consider Approval of Contract with Bauer Foundation Corporation for Eagle Mountain Dam Side Channel Spillway Seepage Remediation - Jason Gehrig, Infrastructure Engineering Director**
6. **Consider Approval of Contract with Davis Crane Service for a 110 Ton Hydraulic Crawler Crane - Darrell Beason, Chief Operations Officer**
7. **Consider Approval of Capital Expenditure Revision - Darrell Beason, Chief Operations Officer**
8. **Consider Approval of Change in Calculation of Retainage with BAR Constructors, Inc. for the Joint Cedar Creek Lake Pump Station Package 2 of the Integrated Pipeline Project - Ed Weaver, IPL Program Manager**
9. **Consider Approval of Reconciliation Change Order with Lambda Construction, Ltd. for Joint Cedar Creek Lake Pump Station High Voltage Substation Project of the Integrated Pipeline Project - Ed Weaver, IPL Program Manager**
10. **Consider Approval of Release of Retainage, Final Payment, and Contract Closeout with Lambda Construction, Ltd. for Joint Cedar Creek Lake Pump Station High Voltage Substation Project of the Integrated Pipeline Project - Ed Weaver, IPL Program Manager**
11. **Consider Approval of Release of Retainage, Final Payment, and Contract Closeout with IPL Partners for Sections 10 and 11 of the Integrated Pipeline Project - Ed Weaver, IPL Program Manager**
12. **Consider Approval of Reconciliation Change Order with Thalle Midlothian Partners for Sections 17 and 18 of the Integrated Pipeline Project - Ed Weaver, IPL Program Manager**
13. **Consider Approval of Release of Retainage, Final Payment, and Contract Closeout with Thalle Midlothian Partners for Sections 17 and 18 of the Integrated Pipeline Project - Ed Weaver, IPL Program Manager**
14. **Staff Updates**
 - **Transparency Report Update - Sandy Newby, Chief Financial Officer**
 - **Year End Review Update - Sandy Newby, Chief Financial Officer**
 - **City of Dallas Partnership Update - Linda Christie, Government Affairs Director**

- **Water Resources Update - Rachel Ickert, Chief Water Resources Officer**
- **Social Responsibility Update - Dan Buhman, General Manager**

15. Executive Session under Texas Government Code:

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

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

- 16. Consider Approval and Adoption of the Following Proposed Board Policies Effective January 1, 2022: Arbitrage Policy, Budget Policy, Capital Asset Policy, General Fund Reserve Policy, Investment Policy, Other Post-Employment Benefits Funding Policy, Public Information Policy, Records Management Policy - Lisa Cabrera, Chief Human Resources Officer**
- 17. Discussion of the Following Proposed Board Policies: Employment Practices; Employee Standards of Conduct and Code of Ethics - Lisa Cabrera, Chief Human Resources Officer**
- 18. Consider Approval of Acceptance of Donation of Land Located in Block 8, North Fort Worth Addition to the City of Fort Worth, Tarrant County, Texas - Woody Frossard, Environmental Director**
- 19. Consider Approval of Authorization to Acquire Land in the J.T. Hobbs Survey, Abstract No. 806, City of Fort Worth, Tarrant County, Texas - Steve Christian, Real Property Director**
- 20. Future Agenda Items**
- 21. Schedule Next Board Meeting**
- 22. Adjourn**

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF
TARRANT REGIONAL WATER DISTRICT
HELD ON THE 16th DAY OF NOVEMBER 2021 AT 9:00 A.M.

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

Present
Leah King
James Hill
Marty Leonard
Mary Kelleher

Also present were Dan Buhman, Alan Thomas, Heather Bass, Darrell Beason, Frank Beaty, Lisa Cabrera, Steve Christian, Linda Christie, Jason Gehrig, Kelly Harper, Zach Hatton, Rachel Ickert, Chad Lorange, Mick Maguire, Betsy Marsh, Sandy Newby, and Ed Weaver of the Tarrant Regional Water District (District or TRWD).

Also in attendance were Kathryn Long of Thompson & Horton LLP; Charles Erwin of Freese and Nichols, Inc.; Terry Lowery of City of Dallas; Max Baker; Mark Mazzanti; Jessica Priest of Fort Worth Report; Harrison Mantas of Fort Worth Star-Telegram; Joyce Baker; Mark Brown of Eagle Mountain Save the Lake; Doreen Geiger; Marquita Moore of Pressed Massage Therapy; and Thomas Torlincasi.

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

1.

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

2.

Public comment was received from Marquita Moore regarding real property purchases for the Central City Project. Public comment was received from Thomas

Torlincasi regarding consultants.

3.

On a motion made by Director Leonard and seconded by Director Hill, the Directors voted unanimously to approve the minutes from the Board meetings held on October 14, 2021 and October 19, 2021. It was accordingly ordered that these minutes be placed in the permanent files of the District.

4.

With the recommendation of management, Director Leonard moved to approve an annual contract in an amount not-to-exceed \$177,572 with Twin City Security, Inc. for security services at LaGrave Field with an option to renew for up to four additional one-year periods. Funding for this item is included in the Fiscal Year 2022 Recreation Fund Budget. Director Hill seconded the motion and the vote in favor was unanimous.

5.

With the recommendation of management, Director Hill moved to approve a contract in the amount of \$163,150 with Insituform Technologies, LLC/Fibrwrap Construction Services, Inc. for repair of one segment of 72" pre-stressed concrete cylinder pipe. Funding for this item is included in the Fiscal Year 2022 Revenue Fund Budget. Director Leonard seconded the motion and the vote in favor was unanimous.

6.

With the recommendation of management, Director Leonard moved to approve a contract in the amount of \$113,286.98 with Robinson Taylor Industries LLC, with an option to renew for up to four additional one-year periods, for preventative heating, ventilation and air conditioning (HVAC) equipment maintenance plus contractually established rates for unscheduled repairs. Funding for this item is included in the Fiscal

Year 2022 Revenue Fund Budget. Director Kelleher seconded the motion and the vote in favor was unanimous.

7.

With the recommendation of management, Director Kelleher moved to approve a contract in the amount of \$40,505,600 with Bar Constructors, Inc. for the construction of Kennedale Balancing Reservoir yard piping and inlet and outlet modifications. Funding for this item is included in the Bond Fund. Director Hill seconded the motion and the vote in favor was unanimous.

8.

With the recommendation of management, Director Leonard moved to approve a contract amendment in an amount not-to-exceed \$2,834,662 with Freese and Nichols, Inc. for construction representation services for Kennedale Balancing Reservoir yard piping and inlet and outlet modifications. With this amendment, the contract price with Freese and Nichols, Inc. for design, bid and construction services related to the Kennedale Balancing Reservoir Expansion project is \$13,157,212. Funding for this item is included in the Bond Fund. Director Hill seconded the motion and the vote in favor was unanimous.

9.

With the recommendation of management, Director Hill moved to approve task orders for construction materials and inspection testing services in an amount not-to-exceed \$315,073 with Accurate Inspections, Inc.; in an amount not-to-exceed \$344,825 with Kleinfelder, Inc.; and in an amount not-to-exceed \$107,380 with Steel Inspectors of Texas for Kennedale Balancing Reservoir yard piping and inlet and outlet modifications. Funding for this item is included in the Bond Fund. Director Kelleher seconded the motion

and the vote in favor was unanimous.

10.

Staff Updates

- Summary of Programs: Conservation Impact
- Public Affairs Update
- Water Resources Update

11.

The Board next held an Executive Session commencing at 10:12 a.m. under Section 551.071 to Consult with Legal Counsel on a Matter in Which the Duty of Counsel Under the Texas Disciplinary Rules of Professional Conduct Clearly Conflicts with Chapter 551, Texas Government Code and to Conduct a Private Consultation with Attorneys Regarding Pending or Contemplated Litigation and Ongoing Investigation; and Section 551.072 to Deliberate the Purchase, Exchange, Lease or Value of Real Property; and Section 551.074 to Discuss or Deliberate Regarding Personnel Matters.

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

12.

The Board of Directors discussed the following proposed Board-adopted policies covering the functional areas of Finance, Public Information, and Records Management: Arbitrage Policy, Budget Policy, Capital Asset Policy, General Fund Reserve Policy, Investment Policy, Other Post-Employment Benefits Funding Policy, Public Information Policy, and Records Management Policy.

13.

Dan Buhman presented his General Manager performance goals to the Board of

Directors: a) Progress in TRWD's mission to deliver a reliable, resilient supply of water to the public at the lowest cost and highest quality possible; b) Advance of the Central City/Panther Island vision; c) Cultivation of public confidence in TRWD; and d) Furthering TRWD's strategic objective to become an employer of choice. Director Hill moved to approve the General Manager's outlined priorities and performance goals to serve as part of his pre-established criteria for the Board to use for his annual evaluation and for the General Manager to use on his self-evaluation. Director Kelleher seconded the motion and the vote in favor was unanimous.

14.

With the recommendation of management, Director Leonard moved to grant authority to acquire, by purchase, interests in the following described tracts, which are necessary for the public use and purpose of construction and operation of the Central City Project.

**Parcels 44 – 45
(Go Investments)**

Fee simple title to the surface estate only, including any improvements located thereon, of all of Lots 15, 16, 17 and 18, Block 15, Evans-Pearson-Westwood Addition, being an Addition to the City of Fort Worth, Tarrant County, Texas according to the plat thereof recorded in Volume 310, Page 18, Plat Records, Tarrant County, Texas, and being more particularly that tract conveyed in a deed to Go Investments recorded as Instrument No. D212110427, Deed Records, Tarrant County, Texas, and being further described in the accompanying resolution and in the survey plat attached hereto for the appraised value of \$3,000,000.

**LEGAL DESCRIPTION
PARCEL 44 & 45**

BEING a tract of land situated in the W. Bussell Survey, Abstract No. 151, City of Fort Worth, Tarrant County, Texas and being all of that same tract of land conveyed to **GO INVESTMENTS, LLC.** by warranty deed recorded in Tarrant County Clerk's Instrument Number D212110427, Deed Records, Tarrant County, Texas (D.R.T.C.T.), said tract being all of Lots 15, 16, 17 and 18, Block 15, Evans-Pearson-Westwood Addition, being an Addition to the City of Fort Worth, Tarrant County, Texas according to the plat thereof recorded in Volume 310, Page 18, Plat Records, Tarrant County, Texas (P.R.T.C.T.), said tract being herein more particularly described by metes and bounds as follows:

BEGINNING at a "Y" cut in concrete found at the southwest property corner of the said Lot 15, Block 15, same being the northwest property corner of Lot 14, Block 15 of the said Evans-Pearson-Westwood Addition, said beginning point being on the east right-of-way line of Greenleaf Street, being a 50 feet wide public right-of-way at this point;

THENCE North 00°23'03" East, along the west property line of the said Block 15 and along the said east right-of-way line of Greenleaf Street, 199.98 feet to a 1/2" iron rod found at the northwest property corner of the said Lot 18, Block 15, said 1/2" iron being found at the southwest property corner of Lot 19, Block 15 of the said Evans-Pearson-Westwood Addition;

THENCE South 89°43'01" East, along the north property line of the said Lot 18, same being the south property line of the said Lot 19, a distance of 129.98 feet to a 5/8" iron pipe found at the northeast property corner of the said Lot 18, same being the southeast property corner of the said Lot 19, said 5/8" iron pipe being on the west right-of-way line of a 12.5 feet wide alley way;

THENCE South 00°22'18" West, along the east property line of the said Block 15 and along the said west right-of-way line of the 12.5 feet wide alley way, 200.15 feet to a 1/2" iron rod with cap stamped "GRANT ENG" found at the southeast property corner of the said Lot 15, same being the northeast property corner of the said Lot 14, Block 15;

THENCE North 89°38'40" West, along the south property line of the said Lot 15 and along the north property line of the said Lot 14, 130.02 feet to the **POINT OF BEGINNING**;

The tract being herein described contains **0.597 acres (26,008 square feet)** of land.

Note: Survey sketch to accompany this legal description.

Note: Basis of Bearing = NAD 83 Texas North Central Zone (4202)

Note: Coordinates shown are surface coordinates based on NAD 83 Texas North Central Zone (4202) with an adjustment factor of 1.0001375289116.

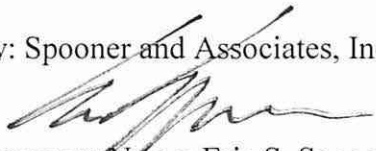
I do certify on this 13th day of August, 2013 to Chicago Title Insurance Company, Rattikin Title Company and Tarrant Regional Water District that a survey was made on the ground as per the field notes shown on this survey and is true and correct according to the standards of the Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey, and accurate as to the boundaries and areas of the subject property and the size, location and type of buildings and improvements located within five (5) feet of said boundaries, if any, and shows the location of all visible easements and rights-of-way and the rights-of-way, easements and other matters of record as listed in Schedule B of the Commitment for Title issued by Chicago Title Insurance Company, issued July 18, 2013 with an effective date of July 2, 2013, GF# 12-01451 affecting the subject property.

Except as shown on the survey: (i) there are no visible encroachments upon the subject property by visible improvements on adjacent property, (ii) there are no visible encroachments on adjacent property, streets or alleys by any visible improvements on the subject property, and (iii) there are no visible conflicts or discrepancies.

The property adjoins Greenleaf Street, a 50 feet wide right-of-way which provides apparent access to and from the subject property.

This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey.

By: Spooner and Associates, Inc.



Surveyors Name: Eric S. Spooner
Registered Professional Land Surveyor,
Texas No. 5922

Date of Survey: 6-6-12

Revised/Updated: 8-13-13



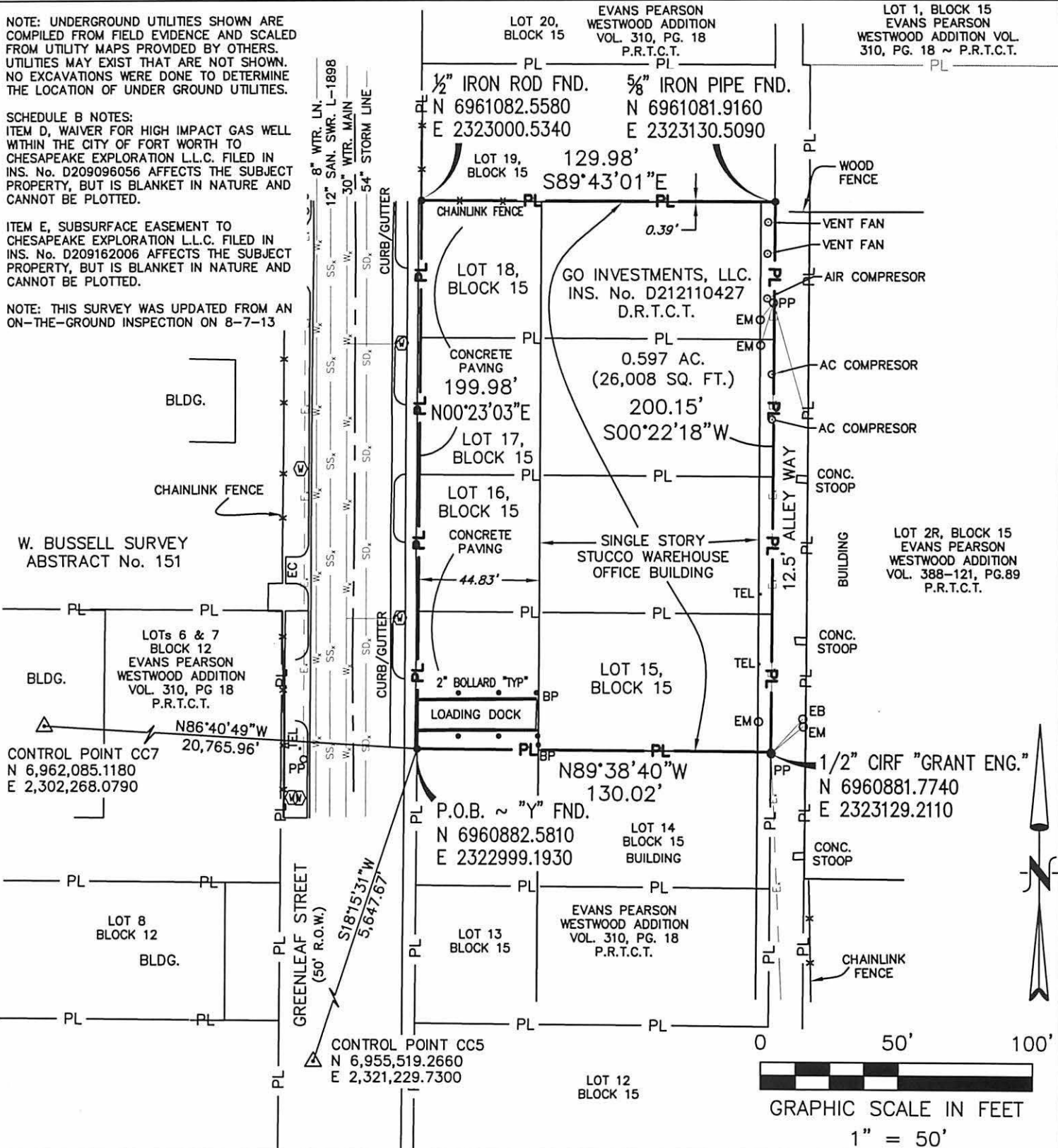
NOTE: UNDERGROUND UTILITIES SHOWN ARE COMPILED FROM FIELD EVIDENCE AND SCALED FROM UTILITY MAPS PROVIDED BY OTHERS. UTILITIES MAY EXIST THAT ARE NOT SHOWN. NO EXCAVATIONS WERE DONE TO DETERMINE THE LOCATION OF UNDER GROUND UTILITIES.

SCHEDULE B NOTES:

ITEM D, WAIVER FOR HIGH IMPACT GAS WELL WITHIN THE CITY OF FORT WORTH TO CHESAPEAKE EXPLORATION L.L.C. FILED IN INS. No. D209096056 AFFECTS THE SUBJECT PROPERTY, BUT IS BLANKET IN NATURE AND CANNOT BE PLOTTED.

ITEM E, SUBSURFACE EASEMENT TO CHESAPEAKE EXPLORATION L.L.C. FILED IN INS. No. D209162006 AFFECTS THE SUBJECT PROPERTY, BUT IS BLANKET IN NATURE AND CANNOT BE PLOTTED.

NOTE: THIS SURVEY WAS UPDATED FROM AN ON-THE-GROUND INSPECTION ON 8-7-13



SPOONER & ASSOCIATES
REGISTERED PROFESSIONAL LAND SURVEYORS

SPOONER & ASSOCIATES, INC.
309 BYERS STREET, SUITE 100
EULESS, TEXAS 76039
(817) 281-2355 (TEL)

FILE NAME:	10-086 PAR. 44-45
PROJ NO:	10-086
SCALE:	1" = 50'
DATE:	6-6-12
DRAWN BY:	WDE
CHECKED BY:	ESS
UPDATED:	8-13-13

8-13-13

STATE OF TEXAS
REGISTERED
★
ERIC S. SPOONER
5922
PROFESSIONAL
LAND SURVEYOR

SHEET TITLE

LAND TITLE SURVEY
PARCELS 44 & 45
GO INVESTMENTS, LLC.

PROJECT

TRINITY RIVER VISION

NOTE: COORDINATES SHOWN ARE SURFACE COORDINATES BASED ON NAD 83 TEXAS NORTH CENTRAL (4202) WITH AN ADJUSTMENT FACTOR OF 1.0001375289116

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

15.

There were no future agenda items approved.

16.

The next board meeting was scheduled for December 14, 2021 at 9:00 a.m.

17.

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

President

Secretary

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 4

DATE: December 14,2021

SUBJECT: **Consider Approval of Contract with Plummer Associates, Inc. for Wetland Design and Environmental Permitting Services for the Cedar Creek Wetlands Project**

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends approval of a contract **in an amount not-to-exceed \$11,244,912** with Plummer Associates, Inc. for engineering design and permitting services for the Cedar Creek Wetlands. These engineering services include permitting, preliminary design investigations, final design plans, specifications for the wetland system, and bid and construction phase services.

DISCUSSION:

TRWD recently completed an update to the District's 50 Year Water Demand Study, with findings used to determine when the next water supply project is needed (2025 to 2030). The Cedar Creek Wetlands Project will provide the District with an efficient, cost effective approach for treating reuse water from the Trinity River, while enhancing supply storage and yield of Cedar Creek Reservoir.

The Cedar Creek Wetlands is a complementary project to the existing Shannon Wetlands system, which has been in operation at Richland Chambers Reservoir since 2013. The reuse water from the Trinity River is pumped into a wetland system for treatment prior to delivery into the reservoir.

The location of the proposed constructed wetlands is immediately east of the main stem of the Trinity River, approximately ten miles to the northwest of Cedar Creek Reservoir. Since 2014, TRWD has owned most of the real estate and permanent pipeline easements needed to construct the Cedar Creek Wetland Project.

The District's existing water rights permit authorizes delivery of 90,799 Ac-Ft of water from the Trinity River into the Cedar Creek Wetland System annually. TRWD is exploring additional reuse water sources that could further expand the system's capacity. The water supply from the wetlands to Cedar Creek Reservoir will be conveyed through the existing Cedar Creek pump station and pipeline system and the new Joint Cedar Creek Pump Station 1 (JCC1) and Integrated Pipeline. TRWD's goal is to have the new Cedar Creek Wetland completed by 2032.

Plummer's contract includes preliminary design investigations, design services for the wetland system, and environmental permitting for the entire project including pump stations and pipelines. Design contracts for pump stations and pipelines are planned for summer 2022.

The Request for Statement of Qualifications was advertised per statute. The District received qualifications from one engineering firm. Few consulting firms have experience designing large treatment wetland systems. Plummer has designed three of the four largest treatment wetland systems in the country, including the Shannon Wetlands at Richland Chambers. Plummer has assembled a team of industry experts, including nine subconsultants, and plans to perform 40.6% of the contract value with certified diverse business firms. Staff recommends contracting with Plummer for the wetland design and environmental permitting services for the Cedar Creek Wetlands Project.

Basic services of \$8,428,654 are included to complete the Wetland Design and Environmental Permitting Services. Based upon previous experiences with the Richland Chambers Wetland Project, Additional Services totaling \$2,816,258 are included. The Engineer will not conduct any Additional Services without written authorization from the District.

The engineering design phase services will take place through the next 3-3.5 years with construction phase services planned to begin in 2025 and continue until project completion.

This item was reviewed by the Construction and Operations Committee on December 10, 2021.

Submitted By:

Woody Frossard
Environmental Director

EXHIBIT A

SCOPE OF SERVICES

WETLAND DESIGN AND ENVIRONMENTAL PERMITTING SERVICES FOR THE CEDAR CREEK WETLANDS PROJECT

The ENGINEER shall perform the following Scope of Services (also referred to herein as a “Scope of Work”) in accordance with the terms and conditions of the Contract.

Project Scope

The project consists of design and construction phase services for a free-water surface constructed wetland to treat approximately 175,000 Ac-Ft per year of water diverted from the Trinity River to augment the yield of the Cedar Creek Reservoir. The project also includes regulatory permitting services associated with all facilities including the constructed wetlands, river intake, pump stations, pipelines/hydraulic control facilities, and lake outfall.

Constructed Wetland – The constructed wetland will be a free-water surface constructed wetland sized to treat up to 174,867 Ac-Ft of water annually. The District currently has water rights for 90,799 Ac-Ft of reuse water, and plans to acquire an additional 84,068 Ac-Ft from TRA. The purchase of additional land maybe necessary to treat the additional 84,068 Ac-Ft of TRA water. Trinity River water will be conveyed to the wetland by pressure pipe from the Trinity River Pump Station and Intake structure that will be located north of the wetland project site. The pressure piping will split and terminate into inlet structures at the top of the sedimentation basins. It is anticipated that the Wetland design package will begin with the sedimentation basin inlet piping approximately 250 linear feet (LF) upstream of the sedimentation basin inlet structures. Water will flow through the sedimentation basins and out into a settled water canal or pipe network where it will be distributed to the wetland cells. The constructed wetland will include parallel trains for redundancy. Each wetland cell will be fitted with hydraulic conveyance into the cell and a water level control structure at the outlet. Flow and water level will be measured via ultrasonic water level sensors fitted to a PLC. Flow and water level data will be reported to a central collection point via wireless methods. Instrumentation within the wetland is assumed to be solar-powered. All wetland cells will be allowed to colonize naturally. The wetland outflow will be conveyed by gravity to a relift pump station through a finished water canal, pipe network or combination to the two. A low head transfer pump station and pipeline may also be included in the design to deliver additional TRA water to the relift pump station. A by-pass canal to convey treated water from the wetland system back to the Trinity River will be included. Roadways within the wetland are assumed to be gravel. Project will also include evaluating the potential for flooding from levee breaches or overtopping and incorporating accommodations in the design to protect the wetland and other infrastructure from flooding impacts.

Schedule

The anticipated task/phase durations are as follows:

- | | |
|----------------------------|-----------|
| a. Preliminary Activities: | 31 weeks |
| b. Permitting: | 152 weeks |
| c. 30% Design Phase: | 26 weeks |

- | | |
|------------------------|-----------|
| d. 60% Design Phase: | 26 weeks |
| e. 90% Design Phase: | 26 weeks |
| f. 100% Design: | 8 weeks |
| g. Bid Phase: | 8 weeks |
| h. Construction Phase: | 30 months |

Note that the overall project duration may exceed the sum of the individual phases due to possible delays incurred during regulatory agency review and processing.

Task 1 Project Management and Project Coordination

1. Project Management Services

- a. The ENGINEER shall develop a Project Management Plan (PMP) and shall manage the services required to complete the Project tasks from start of the design phase through the end of the construction. Project management consists of project administration, coordination and supervision of the project team and resources, external project coordination, and quality management for project milestones and deliverables to meet the project schedule and budget.
- b. The ENGINEER shall manage, coordinate, and be responsible for efforts of its sub-consultants. This includes, but is not limited to, distribution and coordination of work among the sub-consultants, coordination of meetings/workshops and site visits when required, review and payment of monthly billing, and quality assurance and control of the overall work and documents submitted by the sub-consultants.
- c. The ENGINEER shall manage and be responsible for the quality of its deliverables, which includes following an established QA/QC Plan. Technical reviews shall be conducted by high-level, experienced staff, independent from the project, for technical reviews of concepts, design criteria, calculations, models, deliverables, and compliance with rules and regulations. The program shall include interim technical reviews by senior project staff, reviews at each milestone, and risk identification and mitigation. Quality Control reviewers shall not be involved in daily Project activities.
- d. The ENGINEER shall perform internal quality management including control and assurance prior to submitting design deliverables to the DISTRICT in accordance with the QA/QC Plan and maintain these documents as part of the project records. The ENGINEER agrees to perform quality assurance, quality control and constructability reviews for work products and deliverables in accordance with the QA/QC Plan.
- e. The ENGINEER shall develop a baseline project schedule in MS Project at the onset of the project. The project schedule shall be updated at all phases of the project including permitting, preliminary design, final design, bidding, construction and vegetation growth. The schedule shall include monthly progress meetings, major milestone tasks (Preliminary, 30%, 60%, and 90% Final Design), dates for DISTRICT internal review periods, land acquisition and permitting. DISTRICT shall provide proposed schedule targets with input from the ENGINEER.

- f. The ENGINEER shall attend monthly meetings at the DISTRICT's offices with the DISTRICT staff throughout the design phase to discuss the progress of the work. The ENGINEER's attendees will include the project manager. The ENGINEER shall prepare meeting agendas and summaries of the meetings. The summaries shall be issued within three (3) days of the meetings.
- g. The ENGINEER shall use the DISTRICT Project Portal throughout the duration of the Project (design, construction and close-out) for the design, construction, submittal, contract, invoicing and all other required document management.
- h. The ENGINEER shall submit monthly invoices. Each invoice package shall comply with the requirements of the Contract and at a minimum include the cover letter, invoice, vendor participation form (showing DB/subconsultant billings) and a project status report. Invoices shall not be processed if any of the required information is not provided.
- i. The ENGINEER shall provide the following deliverables to the Portal:
 - i. Project Schedule and Associated Updates
 - ii. Monthly invoice package – Submitted electronically on the Project Portal

2. Project Coordination Services

The constructed wetland project will be the first of three (3) separate design contracts with the DISTRICT for the major components of the Project. The two major project components that follow the wetland will include: (1) the river and relift pump stations, including a transfer pump station if necessary; and (2) pipelines, balancing reservoir and lake outfall. In many aspects, the wetland will be the driver for scoping and delivery of the remaining components. Furthermore, environmental permitting will need to consider all aspects of the Project, including impacts from the other components. Project Coordination services will be provided so that project deliverables by the design firms will be uniform and in conformance with the overall Project goals. Specifically, Project Coordination will include the following:

- a. Meet with the DISTRICT and develop overarching goals for the Project. Determine the standards which should be applied during design. Develop an understanding of the DISTRICT'S vision for project delivery.
- b. Consult with the DISTRICT as to recommended changes to the initial scopes of work for the pump stations and pipelines previously developed by the DISTRICT for solicitation of Statements of Qualification (SOQ) from design firms. New information developed during the Preliminary Design Phase will be considered for inclusion into the Request for SOQs.
- c. Work with the DISTRICT and develop general design criteria for the Project.
- d. After DISTRICT engages the pump station and pipeline design firms, work with the DISTRICT and develop a standing agenda and meeting plan for team coordination meetings to be held throughout the duration of the wetland, pump station, and pipeline design phases. Scope includes up to 26 meetings. Additional meetings will be considered in ADDITIONAL SERVICE. Coordination meetings will include representatives from the DISTRICT, wetland design and permitting team, pump station design team, and pipeline design team. Meeting agenda will include identification of

information needs, exchange of information, potential conflicts and risks, schedule updates, permitting updates, project delivery, and other coordination items.

- e. Work with DISTRICT to develop design standards to be used for the Project. Disseminate to the design teams and check that standards are implemented at each design deliverable. Design standard to include a Division 01 Sustainability Documentation Guide Specification.
- f. The ENGINEER shall provide the following deliverables to the Portal:
 - i. Coordination Kick-off Workshop Notes
 - ii. Pump Station and Pipeline Design Team Procurement Scope of Work
 - iii. Design Team Coordination Meeting Agenda, Motes, Action Item Log and Decision Log
 - iv. Wetland Design Consultant Milestone Submittal Review Report(s): 30%, 60%, 90% and 100% Milestones
 - v. Pipeline Design Consultant Milestone Submittal Review Report(s): 30%, 60%, 90% and 100% Milestones
 - vi. Pump Station Design Consultant Milestone Submittal Review Report(s): 30%, 60%, 90% and 100% Milestones

Task 2 Preliminary Activities

The DISTRICT will issue the ENGINEER the NTP, and the ENGINEER shall initiate the Project work with the Preliminary Design Phase.

1. Project Kickoff Meeting

The ENGINEER shall prepare for and conduct a Project kick-off meeting at the DISTRICT's office with the DISTRICT's staff to:

- a. Present the PROJECT team to the DISTRICT.
- b. Establish PROJECT objectives, goals and expectations.
- c. Establish lines of communication.
- d. Discuss PROJECT design and construction schedule.
- e. Discuss planned approach to the PROJECT.
- f. Discuss the system design criteria and standards, equipment preferences, information needs.
- g. Present a list of items needing additional definition and/or unresolved questions that must be addressed before design can proceed. (TRA Water, CDC Evaluation)
- h. Review the plan for coordination with the pump station and pipeline design teams.
- i. Review environmental permitting and regulatory coordination.
- j. Discuss QA/QC Plan and expectations.

- k. Discuss possible land acquisition
- l. Discuss other items as related to the PROJECT.
- m. The ENGINEER shall submit the presentation slides and meeting agenda for the DISTRICT's review prior to the meeting and distribute the final agenda and attendance sheet at the meeting. The ENGINEER shall prepare meeting notes within five (5) working days after the meeting date and provide a draft to the DISTRICT's Project Manager electronically for review. After incorporating the DISTRICT's comments, the ENGINEER shall submit the presentation slides, attendance sheet, and final meeting notes together electronically to the DISTRICT's Project Manager within five (5) working days.

2. Wetland Sizing

- a. Meet with the DISTRICT and confirm treatment targets of wetland for Total Phosphorus (TP), Total Nitrogen (TN), Total Suspended Solids (TSS), and other selected parameters. The DISTRICT will provide criteria to ENGINEER based on modeling of the reservoir conducted by the DISTRICT.
- b. Use P-KC*, mass loading and other methods as appropriate to project anticipated treatment performance of the Constructed Wetlands based on performance of the Shannon Wetland System. Document assumptions made with respect to removal rates, Hydraulic Loading Rate (HLR), Mass Loading Rate (MLR), wetland layout (sedimentation basin area and wetland cell area), vegetation (planted emergent vs. natural colonization) and operation (continuous flooded or other management techniques).
- c. Develop draft wetland wetted area sizing requirements based on achieving mean outflow concentration goal for TP and for selected excursion frequencies from the mean (e.g. 80%, 90%, 95%). Meet with DISTRICT and review wetland sizing requirements for examples provided. DISTRICT with assistance from ENGINEER will concurrently select criteria to size the wetland.
- d. Develop Technical Memorandum documenting the wetland sizing criteria; DISTRICT will review and approve.

3. Determination of Total Land Needs

- a. After the District has determined total water available for treatment, review land currently available for the PROJECT. Confirm estimated footprint that maybe utilized for sedimentation basins and wetland cells. Consider:
 - i. The need to avoid jurisdictional areas
 - ii. Inclusion of an area to allow passage of flood flows
 - iii. Space occupied by roads and other infrastructure
- b. Calculate the resulting necessary land area for sedimentation basins and wetland cells.
- c. Consider potential for repurposing previously excavated area for sedimentation basins. Meet with the DISTRICT and Arcosa onsite and conduct a cursory evaluation based on visual observation of the excavated areas. Determine if further evaluation is

warranted to confirm use as sedimentation basins or if repurposing would be sufficiently problematic that this option can be eliminated. Additional evaluation would be an ADDITIONAL SERVICE.

- d. Based on the results of 3.a through 3.c, determine if additional land will be needed to achieve wetland treatment goals for identified inflows and the timing of adding any additional land based on the PROJECT.

4. Land Acquisition Support

- a. If additional land is needed, provide support to the DISTRICT in identifying land parcels of appropriate size and with appropriate characteristics that could be incorporated into the PROJECT.
- b. Determine water conveyance and infrastructure needs to incorporate up to three (3) candidate parcels into the PROJECT. Conduct a life cycle cost analysis between candidate parcels and identify a recommended option. Life cycle cost analysis will consider cost of land, capital improvements cost, potential mitigation costs and operational expense costs.
- c. Present an overview of available mitigation strategies available to offset the most probable range of jurisdictional costs for impacts on the DISTRICT land and for additional land being considered for acquisition.
- d. Highlight any findings likely to inhibit or delay permit approvals, exacerbate mitigation costs, and generally support alternative site layout considerations to permit obligations.
- e. Prepare presentation and conduct a workshop with the DISTRICT to review land options, life cycle costs, available mitigation strategies, and other considerations. In conjunction with the DISTRICT, develop a recommended plan for land acquisition.
- f. Provide Technical Memorandum relating to land acquisition recommendations. DISTRICT will review and provide comments. ENGINEER will update memorandum per comments, as appropriate, and finalize.

5. Initial ENVISION Application

The ENGINEER shall conduct a meeting at the DISTRICT's office with the DISTRICT's staff to:

- a. Assist the DISTRICT in development of a list of the sustainable goals and key sustainability features for the PROJECT (i.e., constructed wetland component).
- b. Assist the DISTRICT in reviewing the five categories included in the ENVISION ranking system (Quality of Life; Leadership; Resource Allocation; Natural World; and Climate and Risk) against the list of goals and features developed in (a) above.
- c. The ENGINEER shall disseminate the ENVISION goals to the Pump Station and Pipeline Design teams.
- d. The ENGINEER shall monitor design activities for the Wetland, Pump Station and Pipeline Design Teams and record updates for the Envision sustainability categories in a sustainability register. This register shall be updated monthly.
- e. The ENGINEER shall provide the following deliverables to the Portal:

- i. List of PROJECT goals and sustainability register
- ii. Monthly updated Sustainability Register
- iii. Ranking of PROJECT goals and sustainability features against ENVISION categories

6. Data Review

- a. Review project documents including water rights permit, lake modeling results, and other documents provided by the DISTRICT that pertain to the Project. Documents will also include those from Arcosa and the Levee District as available.

7. Inflow Water Design Basis Technical Memorandum

- a. Develop design basis for water quality of current and future diversions of Trinity River water for the PROJECT. Consider any trends in quality observed from the data, potential nutrient limits in upstream discharges, seasonal trends, and projections for long term climate trends.
- b. Prepare a Design Basis Technical Memorandum documenting water quality for final design; DISTRICT will review and approve.

8. Conceptual Wetland Layout

- a. Prepare a conceptual layout of the wetland based on the previous tasks. Identify sedimentation basins, wetland cells, canals, wetland structures, flood protection improvements and conveyance, roads, any new conveyance or pump station needs, and jurisdictional areas that will be impacted.

9. Concept-Level Opinion of Probable Construction Cost

- a. Prepare a Concept-Level Opinion of Probable Construction Cost (OPCC) for the constructed wetland. Cost estimate shall be a Class 5 Estimate as described in the Association of the Advancement of Cost Engineering (AACE) Recommended Practice No. 18R-97 and 56R-08 or the latest editions.

10. Topographical Survey

The ENGINEER shall conduct a topographical survey of the PROJECT site consisting of the following:

- a. Control Verification and Mapping
 - i. **Overall Approach:** The Surveyor will verify the existing permanent control points set during the initial wetland mapping efforts. The Surveyor will evaluate control and update horizontal and vertical values accordingly.
 - ii. **Project Coordinate System:** Survey coordinates will be provided in a project modified State Plane “surface” position. The project scaling point and factor will be labeled and shown in CAD/GIS. Basis of control and all other pertinent details will be described in the CAD/GIS files and on the control description sheets.

- iii. **Horizontal Control Methods:** Horizontal control will be established using RTK “base and rover” –GNSS survey methods. Control will have an accuracy of +/- 0.04’ at the time of survey.
- iv. **Vertical Control:** Vertical control will be leveled using a closed-circuit digital level run. Vertical control will have an accuracy of 0.02’ at the time of survey.

b. Topographic Survey

- i. **Limits of Survey:** Survey will include approximately 2650 acres of DISTRICT owned land suitable for wetland construction as well as an additional 650 acres on property that is not currently owned by the DISTRICT but is assumed to be near or adjacent to the existing owned property. The survey will also include the river intake pump station location, relief pump station location, and the raw water pipeline alignment (these will be sited during preliminary activities). Please refer to the figure at the end of this scope of work.
- ii. **General Project details:** Survey will horizontally and vertically locate visible surface features within the project area and being more specifically detailed below.
 - 1. Main project area cross sections and/or mapping will be collected generally at 50’ intervals and at all breaks in grade producing 1’ interval contours for each project swath
 - 2. This estimate does not include individual tree mapping.
 - 3. Orthorectified imagery, captured using UAV drone technology, will be used to provide an aerial background to the deliverable. Photogrammetry, derived from the orthorectified imagery, will be utilized to capture mapping and improvements as applicable.
 - 4. UAV based LiDAR will be utilized to capture mapping and improvements as applicable.
- iii. **Intake Site Mapping Details:** The intake site will include bathymetric mapping of the river bottom for a length of 1,800 LF upstream and downstream (3,600 LF total) from the proposed intake pump station. River mapping is included through the near high bank along the west edge of river.
- iv. **Overall Wetland Mapping:** UAV based LiDAR will be utilized to capture general mapping within the proposed wetland area. Lidar will have a point cloud containing a minimum of 40 points per square meter. LiDAR mapping will be “ground truthed” using traditional surveying equipment through a 500’ grid of natural ground shots. Mapping is included through the top of the surrounding levees that bound the proposed wetland areas. LiDAR mapping is included beyond the levees up to the river that bounds the project to the southeast. This estimate assumes those areas beyond the levees will not be “ground truthed” but included in the overall deliverable mapping.

c. Boundary Verification and New Property Acquisition

- i. The Surveyor will confirm the boundaries and perform boundary surveys for up an additional 650 acres or up to three (3) additional properties acquired for DISTRICT wetland expansion. The survey of additional properties or acreage will be considered an ADDITIONAL SERVICE. The Surveyor will locate and replace DISTRICT property corners as needed. DISTRICT property boundaries will be provided in CAD format. The Surveyor will tie down site improvements within the boundaries of property DISTRICT purchases in this effort. Topographic mapping is not included for the entirety of each purchase unless wetland improvements are planned within those boundaries.

d. Right-of-Way and Easement Instrument Services

- i. The Surveyor will prepare metes and bounds descriptions with accompanying map exhibit for up to ten (10) permanent and temporary instruments. Additional instruments shall be considered an ADDITIONAL SERVICE.

e. Geotechnical Staking

- i. The Surveyor shall field locate using GPS and stake up to 300 locations for future geotechnical bores. Locations will be provided by the ENGINEER.

f. All surveying shall meet the standards of the Manual of Practice for Land Surveying in the State of Texas, as published by the Texas Society of Professional Surveyors, latest edition.

g. The ENGINEER shall provide the following deliverables to the Portal:

- i. AutoCAD 2020 format Civil 3D CAD files
- ii. Provide a digital file of the topographic and boundary surveyed features, bathymetric data, photogrammetry imagery, and LiDAR deliverables (.las) in an Esri file geodatabase format.
- iii. One electronic executed PDF of the complete instrument for each parcel.
- iv. Existing appraisal district tax card, parent deed and/or plat, map check for each exhibit and all other supporting documentation.
- v. Signed and sealed PDF of the final documents. Paper copies are not included.
- vi. All documents will include NAD83 GRID coordinates for the point of beginning, horizontal scaling factors and basis of bearings information.

11. Geotechnical Investigation

The ENGINEER shall conduct a geotechnical investigation of the PROJECT site consisting of approximately 3,500 acres and the following:

- a. Right-of-Entry will be obtained by the DISTRICT
- b. Subconsultant will contact Texas 811 One Call service in order to mark public utilities in the immediate vicinity of the proposed borings. The DISTRICT shall assist with the coordination and planning to avoid potential private utilities that may be located in the project area.

- c. Site clearing may be required to access and drill some of the borings. Contractor to perform site clearing upon receiving approved ROEs.
- d. Drill, classify, and perform pertinent tests on soils at up to 300 locations at an average depth of 20 vertical feet per boring location. Specific boring locations and depths will be determined during preliminary design activities. A log of each boring will be prepared to document field activities and results. The ENGINEER will stake the boring locations. Subconsultant will provide the as-drilled GPS locations to ENGINEER for inclusion in the Contract Documents. State plane coordinates and elevations will be included in the logs when survey information becomes available from ENGINEER.
- e. Field personnel will drill the borings using truck-mounted or ATV-mounted/Track Rig. Cohesive and non-cohesive soil samples will be obtained using three-inch diameter Shelby tube samplers (ASTM D1587) and two-inch diameter standard split spoon samplers (ASTM D1586), respectively. Sampling shall be performed semi-continuously up to 20-ft below grade. Rock coring will not be performed in these borings.
- f. Groundwater will be observed at the borings during and upon completion. Piezometers will not be installed.
- g. After documentation of groundwater, boreholes will be backfilled with cuttings and bentonite pellets.
- h. An engineering geologist or soils technician will extrude the samples in the field, check the samples for consistency with a hand penetrometer, carefully wrap each sample to preserve its condition, and return the samples to the laboratory for testing.
- i. A shallow 5 feet +/- boring will be drilled near each boring to collect bulk samples for the required moisture-density and permeability testing.
 - i. Geotechnical deliverables shall be provided in two separate reports: A Geotechnical Data Report (GDR) prepared and sealed by a Texas registered engineer documenting the results of the field investigation and laboratory studies for the wetland site. The report shall be submitted in electronic format (pdf) and must include the following:
 - 1. Description of the field exploration and laboratory programs.
 - 2. Soil boring location plan that depicts borehole locations on a base map.
 - 3. Soil boring logs with soil classifications based on the Unified Soil Classification System (ASTM D2487) with a chart illustrating the soil classification criteria and the terminology and symbols used on the boring logs.
 - 4. Description of site geology based on location of the site on the Geologic Atlas of Texas; and
 - 5. Depth where groundwater was encountered during drilling.
 - 6. Results of laboratory testing. Laboratory Tests to be performed shall include Moisture Content, Atterberg Limits, Particle Size Gradation,

Hydrometer, Minus #200 Sieve Test, Crumb Dispersion, Double Hydrometer, Moisture-Density, and Hydraulic Conductivity

- ii. A Geotechnical Design Memorandum (GDM) will be submitted in electronic format (pdf) prepared and sealed by a Texas registered engineer. The GDM will include:
 - 1. Brief discussion of the possible excavation methods.
 - 2. Bedding and backfill recommendations and allowable bearing capacity for the proposed pipelines and on-site structures.
 - 3. Road design recommendations, assuming gravel roads are used for the project.
 - 4. OSHA soil/rock classifications and shear strength design parameters for temporary excavation and shoring considerations for the trenches; and
 - 5. The compaction requirement for wetland embankments and clay liner (if necessary) based on the geotechnical information collected within the full-scale wetland site.
- j. The Subconsultant shall provide the following deliverables to the ENGINEER:
 - i. Geotechnical Data Report
 - ii. Geotechnical Design Recommendations Memorandum

12. Flood Protection Evaluation

ENGINEER will model the level of flood protection from the existing agricultural levee for the PROJECT site:

- a. Coordinate with DISTRICT to gather the necessary data for hydraulic model inputs, including any relevant previous studies and topography data from publicly available LiDAR or other sources.
- b. Perform a QA/QC of DISTRICT's HEC-RAS model and revise (where necessary) to determine the level of flood protection the existing agricultural levee provides on DISTRICT property.
- c. Alternatives Analysis which will be edited based on developing understanding of "no rise" requirements
 - i. Develop a HEC-RAS model using the software's two-dimensional and unsteady flow capabilities to evaluate the preliminary layout of the constructed wetland and compare to the results of the existing condition model. Analyze hydraulic model results, including velocity and flow distribution for the following levee alternatives:
 - 1. Existing agricultural levee with breaches
 - 2. Existing agricultural levee with increased crest elevation
 - 3. New ring levee around the wetland and sedimentation basins
 - 4. Existing agricultural levee with breaches repaired

- ii. Perform a cost-risk analysis for the evaluated alternatives.
- iii. Participate in a workshop with DISTRICT to discuss alternatives and select a preferred levee alternative.
- iv. Prepare a technical memorandum to document the process, assumptions, and finding of the hydrologic and hydraulic analysis.
- v. Evaluate the frequency storm events (2, 5, 10, 25, 50, and 100-year) to support the alternative analysis. Evaluated storm events to be confirmed/updated pending confirmation from the United State Corps of Engineers (USACE) and Kaufman County regarding floodplain no rise criteria.

13. Condition Assessment of Existing Agricultural Levee

The ENGINEER shall conduct a visual investigation of the existing agricultural levee on the PROJECT site consisting of the following:

- a. ENGINEER will perform a one-day site and visual inspection of the existing agricultural levee. The investigation team will consist of a geotechnical engineer and a civil engineer responsible for reviewing the physical condition and appearance of the levee. Key areas to be addressed during the inspection include:
 - i. Visually assess the general condition of the levee.
 - ii. Collect general measurements of the key components of the levee as deemed necessary, including the crest, upstream and downstream slopes.
 - iii. Document areas of deterioration, disrepair, or breached sections.
 - iv. Develop a photo log of key items noted during the inspection.
- b. ENGINEER will document findings from the levee inspection and include recommended improvements necessary to maintain the existing levee system in a Technical Memorandum (TM). The TM will include a description of the levee, a description of observations, and inspection photos. A seepage and slope stability analysis of the existing levee is included under Task 10.
- c. The ENGINEER shall provide the following deliverables to the Portal:
 - i. Draft and Final Technical Memorandum on the status of the existing Agricultural Levee and improvements necessary to maintain the levee.

Task 3 Permitting

The DISTRICT will issue the ENGINEER the NTP, and the ENGINEER shall initiate the PROJECT work for the Permitting Phase.

The ENGINEER, in coordination with the DISTRICT's environmental permitting staff, shall plan and coordinate the permitting strategy and process, conduct all necessary fieldwork and prepare permitting documents to be submitted by DISTRICT staff. Multiple federal, state and local agency permits/concurrence are expected. The DISTRICT shall be the primary conduit through which all communication with the regulatory agencies shall occur. The ENGINEER shall accompany the DISTRICT to up to ten in person meetings with permitting agencies. Attendance at more than ten

permitting meetings will be an ADDITIONAL SERVICE. Assumptions and anticipated permits are as follows:

- a. ENGINEER will not contact permitting agencies without the approval of the DISTRICT.
- b. ENGINEER shall create a list permitting agencies, such as Federal, State, and Local (e.g., Kaufman County, Henderson County, Texas Commission on Environmental Quality (TCEQ), Texas Department of Transportation (TxDOT), Texas Historical Commission (THC), Texas Parks & Wildlife Department (TPWD), US Army Corps of Engineers (USACE), United States Fish and Wildlife Services (USFWS), Federal Aviation Administration (FAA) and others as appropriate) and permits associated with each agency that are anticipated for the PROJECT. Update as needed.
- c. It is anticipated that Right-of-Entry (ROE) will be provided by the DISTRICT.
- d. ENGINEER shall prepare a permit log for the permits identified for the PROJECT.
- e. After completion of Tasks 2.3 and 2.4 (relating to identifying the total wetland footprint required), request and conduct pre-application meetings onsite with staff from the DISTRICT and staff from select regulatory agencies that are responsible for key permits. The objective of the pre-application meetings will be to explain the PROJECT to the agency staff, allow agency staff to become acquainted with the site conditions, and identify any design-related issues that may impact permitting schedules. Initial expectations include meeting with the DISTRICT Environmental Staff and USACE.
- f. ENGINEER shall prepare for and conduct a Design Permitting workshop to coordinate and review the permitting status and make the necessary decisions to proceed with the design. ENGINEER will develop a presentation covering items listed above and others as needed.
 - i. Submit an agenda for the workshop to the DISTRICT at least three (3) working days prior to the meeting. The Engineer will distribute an attendance sheet, the agenda, and copies of workshop materials at the workshop.
 - ii. Prepare an action items list for the critical design and decision items that need to be addressed by the DISTRICT and distribute it at the workshop.
- g. Based on input from agency staff obtained during the pre-application meetings and concurrence from the DISTRICT, proceed with acquisition of the permits/authorizations required for the PROJECT or notification of applicable agencies. Those permits/acquisitions anticipated for the PROJECT, or agency notifications include:
 - i. USACE Section 404/401 Authorization. It is anticipated that an individual 404 permit will be required, including a Section 10 review.
 - ii. Aquatic Resources Delineation Report Update/Completion
 - iii. Environmental Assessment
 - iv. TPWD Sand, Gravel, & Marl Permit Application

- v. Floodplain Development Permit Application. The ENGINEER will investigate the need to develop a Conditional Letter of Map Revision (CLOMR). If one is determined to be needed, its development will be conducted as an Additional Service.
- vi. Aquatic Species Survey
- vii. Zebra Mussel Management Services
- viii. Cultural Resource Services (Section 106)
- ix. Mitigation Alternatives Review
- x. Corridor Development Certificate
- xi. TCEQ Water Rights Permit Amendment

1. USACE Section 404/401 Authorization

The ENGINEER shall prepare the USACE Section 404 Permit application for the PROJECT:

- a. Request an Approved Jurisdictional Determination (AJD) from the USACE to determine the jurisdictional status of the on-site wetlands and waters of the U.S. (WOTUS). ENGINEER will recommend the jurisdictional status of each feature to the USACE seeking the USACE's concurrence. The AJD will be a result of the Aquatic Resources Delineation Report as outlined in Task 3.2 below.
- b. Prepare the Section 404 Permit application and necessary supporting documents for submittal to the USACE Fort Worth District. USACE Fort Worth District permitting templates provided by the USACE Fort Worth District will be utilized as much as possible in the permit application preparation. The permit packet shall be provided to the DISTRICT for submittal to the USACE. ENGINEER assumes that impacts to WOTUS within the project area will be authorized by an Individual Permit.
- c. As part of the Section 404 permitting process, the Fort Worth District U.S. Army Corps of Engineers (USACE) could require some level of hydrologic modeling as outlined in the "Hydrologic Modeling Guidelines for Regulatory Permit Actions." The Hydrologic Modeling Guidelines (HMG) do not specify the exact modeling requirements, but it could include an Excel spreadsheet model or more detailed modeling using RiverWare. Note that the USACE previously stated they prefer a comparison of unaltered historical gage data to modeled data that shows only the impact of the proposed project. The proposed outline of the HMG process is outlined, as follows:
 - i. Meet with DISTRICT staff to discuss HMG guidelines and refine approach to meetings with the USACE. Obtain and review existing modeling of the diversion project.
 - ii. Fill out the HMG Tier 1 Checklist. The Tier 1 Checklist provides basic information regarding DISTRICT, the project, previous analyses of the project, and available modeling tools. Provide the checklist to DISTRICT for review and comment. Review the completed checklist with DISTRICT staff and adjust as appropriate. Submit the Tier 1 Checklist to the USACE.

- iii. Schedule a meeting with the USACE to discuss the HMG Tier 1 submittal. At the meeting, determine the level of additional analyses needed (if any). If modeling is required, submit a proposed approach for approval by DISTRICT and the USACE.
 - iv. Perform modeling and write a technical memorandum report discussing the results. The memorandum will be organized around the HMG Tier 2 Checklist. Review results and memorandum with DISTRICT staff and revise as needed. Memorandum will be uploaded to the Project Portal for DISTRICT submittal to the USACE. Attend a follow-up meeting with DISTRICT and USACE to discuss and review submittal.
- d. The ENGINEER shall provide the following deliverables to the Portal:
 - i. Results of the AJD in the form of a USACE AJD letter issued by the USACE Fort Worth District.
 - ii. Section 404 Permit application and necessary supporting documents.
 - iii. Section 10 Review
 - iv. Tier 1 Checklist
 - v. Proposed Modeling Approach Technical Memorandum
 - vi. Hydrologic Modeling Results Technical Memorandum

2. Aquatic Resources Delineation Report Update/Completion

The ENGINEER shall prepare an Aquatic Resources Delineation Report for the PROJECT:

- a. After completion of Tasks 2.3 and 2.4 (relating to identifying the total wetland footprint required), conduct field investigations required to delineate jurisdictional wetlands and/or WOTUS on all or a portion of the approximately 3,500 acres of the DISTRICT property proposed for the development of the Cedar Creek Wetland PROJECT site. ENGINEER will provide delineation data that includes wetland determination data forms, GPS data including but not limited to data points and wetland and WOTUS boundaries in the form of a SHP file, and field notes.
- b. Prepare an Aquatic Resources Delineation (ARD) report documenting the findings from the delineation of the wetland PROJECT site and identification of potential impacts resulting from proposed project components to jurisdictional areas and applicable Section 404 (Clean Water Act) permitting options.
- c. Conduct a survey of the wetland project site for potential threatened or endangered species and/or critical habitat for species listed for Henderson and Kaufman Counties.
- d. Prepare a letter report documenting the findings of the survey for threatened or endangered species and/or designated critical habitat for the project site.
- e. Attend coordination meetings associated with the planning, data acquisition, or design of the project. Develop meeting notes and share with the DISTRICT and attendees.
- f. The ENGINEER shall provide the following deliverables to the Portal:
 - i. ARD report which will include map identifying jurisdictional wetland areas.

- ii. GIS files to the DISTRICT with jurisdictional areas identified
- iii. Endangered Species letter summarizing potential effects to threatened and endangered species

3. Environmental Assessment

The ENGINEER shall prepare an Environmental Assessment (EA) for review by the USACE in support of the PROJECT. The (EA) shall address potential impacts of the proposed action on the human and natural environments. The EA shall be prepared according to current standards and will describe the Need and Purpose of the proposed project, Alternatives (including the No Build Alternative), and the Affected Environment and Environmental Impacts. The Affected Environment and Environmental Impacts analysis shall address the following resources or concerns:

- a. Land use
- b. Environmental justice (including impacts on minority and low-income populations, Limited English Proficiency populations, and community cohesion)
- c. Water resources and water quality (including wetlands and jurisdictional waters of the U.S., Section 401 compliance, Texas Pollutant Discharge Elimination System and floodplains)
- d. Wildlife and vegetation (including migratory birds, invasive species and beneficial landscaping, and Threatened and Endangered Species/species of concern)
 - i. Farmlands
 - ii. Cultural resources
 - iii. Hazardous materials
 - iv. Noise impacts analysis (qualitative only)
 - v. Air quality (qualitative only)
 - vi. Visual impacts
 - vii. Construction impacts
 - viii. Indirect and cumulative impacts.
- e. The ENGINEER shall provide the following deliverables to the Portal:
 - i. Draft EA
 - ii. Final EA
 - iii. Coordination letters with appropriate regulatory agencies requesting review and comment
 - iv. Documentation of public involvement efforts

4. Sand, Gravel, and Marl Permit

The ENGINEER shall prepare a Sand, Gravel, and Marl Permit application for the PROJECT:

- a. Conduct site visit to access area of impacts including impacts to resources and to obtain photographs.
- b. Prepare a Sand and Gravel Permit Application using Texas Parks and Wildlife Department's (TPWD) PWD 0994-S1400 form.
- c. Prepare all appropriate attachments for the permit application including a draft public notice and Sediment Impact Assessment.
- d. The ENGINEER shall provide the following deliverables to the Portal:
 - i. Sand and Gravel Permit Application (form PWD 0994-S1400) and its appropriate attachments

5. Aquatic Species Survey

As part of environmental permitting requirements, a survey of protected aquatic species (like freshwater mussels or the alligator snapping turtle) may be required. ENGINEER will lead field investigations and prepare reports, as follows:

- a. Prepare, submit, and coordinate approval of an *Aquatic Resource Relocation Plan* (Plan) and an *Application for Permit to Introduce Fish, Shellfish, or Aquatic Plants into Public Waters* with TPWD, as required to perform a survey. A mussel recovery and relocation survey will be conducted. Survey boundaries will be limited to the Trinity River intake area (50 meters upstream and 100 meters downstream of the proposed intake). If a survey for the alligator snapping turtle is needed at the proposed Trinity River intake, then sampling requirements are assumed to include placing baited hoop nets and monitoring/data collection for three days. If TPWD requires more than three days of survey, or if they require a survey at the proposed outfall within Cedar Creek Reservoir, this shall be considered an ADDITIONAL SERVICE.
- b. Conduct surveys as approved in the ARRP.
- c. If listed or candidate listed mussels are found during the aquatic species survey and TPWD requires a more detailed quantitative mussel survey, this shall be considered an ADDITIONAL SERVICE.
- d. The ENGINEER shall provide the following deliverables to the Portal:
 - i. Draft and Final report on the mussel/protected aquatic species survey.

6. Zebra Mussel Management Services

The ENGINEER shall complete the following for the Wetland Project:

- a. Review the Zebra Mussel Wetland Study performed by TRWD and TPWD. The DISTRICT will provide the Study and additional data and documentation for review.
- b. Develop an approach for responding to the presence of Zebra Mussels at the following locations:
 - i. In the Trinity River upstream of the Intake Pump Station
 - ii. In the Sedimentation Basins of the Cedar Creek Wetland
 - iii. In the Wetland Cells of the Cedar Creek Wetland

- iv. In Cedar Creek Reservoir
- c. Identify measures and develop concepts for addressing zebra mussels during routine wetland operations and maintenance and incorporate in a Technical Memorandum
- d. The ENGINEER shall provide the following deliverables to the Portal:
 - i. Draft and Final Technical Memorandum on the Zebra Mussel Response Plan

7. Cultural Resource Services

A Cultural Resources Survey was conducted in 2013 for the existing approximate 2,150 acres included in the original PJD. It is assumed that this information is still valid and no field investigations will be required for this area. The ENGINEER shall complete Cultural Resource Services for an additional 1,150 acres for the Wetland Project:

- a. Archeological Resources Coordination
 - i. This evaluation calls for state-level archeological resource regulatory compliance outlined in the Antiquities Code of Texas (ACT), as well as Federal-level regulatory compliance outlined in Section 106.
 - ii. ENGINEER will provide a cultural resource-related background/desktop-level review and coordination. ENGINEER will consult all available desktop-level background information to determine the project's potential for impacting significant archeological resources. This review will be integrated into a coordination letter that will assess the potential for undocumented archeological sites to be present within the project's APE. The letter will outline the proposed project, review available background and environmental information, present previous archeological surveys and recorded archeological sites that intersect or occur within the project area, and provide recommendations for project-related regulatory compliance. A draft will be sent to the DISTRICT for review and revision, as necessary. ENGINEER will send the approved letter to the THC for their formal, 30-day regulatory review and provide the DISTRICT with the THC's comments and anticipated concurrence with the letter's recommendations. The same letter, along with any THC comments, will be submitted to USACE simultaneously, with the understanding the USACE cannot comment or review the letter until THC has concurred with the letter's recommendations.
 - iii. Preparation of Texas Antiquities Permit Application: Should the THC and the USACE determine an archeological survey is warranted, ENGINEER will prepare an Antiquities permit application and submit to the THC for review and authorization. The application package will consist of a detailed scope of work, outlining the archeological constraints presented in the coordination, as well as fieldwork, reporting, and curation for the project. The same scope of work will be provided to USACE for review as well.
 - iv. Pre-Field Preparation: After approval of the Texas Antiquities Permit Application and Scope of Work, ENGINEER will coordinate with the Client to outline access to the project location, schedule, etc., then make final arrangements for on-site survey.

- v. Archeological Field Survey: ENGINEER will travel to the survey area to conduct an archeological survey in accordance with the Council of Texas Archeologists (CTA)/THC's minimum standards for area surveys of projects of this size. If discovered or revisited, archeological sites will be documented within the survey area, and all documentation will follow Texas' guidelines. Based upon the proposed impacts within the landform's prevailing soils and geology, ENGINEER recommends shovel testing and backhoe trenching for this survey effort. Shovel testing will be employed within areas containing ample soil where the potential is greater for containing buried archeological resources, adhering to CTA survey standards. Trenching will also follow recommendations outlined in the CTA's minimum survey standards. Sites, features, and isolated finds will be recorded with field notes, photographs, and drawings with all artifacts returned to their original locations (i.e., ENGINEER will follow a no-collection protocol for field investigations). All sites will be recorded with sub-meter GPS units. Following in-field recordation, all sites documented during field investigations will be summarized and submitted to the Texas Archeological Research Laboratory (TARL) for inclusion into the state database and site trinomial issuance or updates.
- vi. Draft Reporting: After field investigations, ENGINEER will prepare TexSite form(s) for any archeological site(s) recorded. ENGINEER will prepare a comprehensive report that details project components, field methods and observations, recorded sites (if any), and regulatory recommendations for the proposed project. A draft will be electronically submitted to the DISTRICT for review and comment. ENGINEER will incorporate comments from the staff into the report, then (upon revision/approval) submit draft report to the THC/SHPO for 30-day review. Following THC/SHPO review, the report will be submitted to USACE for Section 106 review. Effects to any documented archeological sites will be discussed, as well as recommendations for further work, if any, as required.
- vii. Final Report Preparation: Upon THC/SHPO and USACE approval, ENGINEER will prepare final reports in accordance with Section 106 requirements. Following acceptance of the final archeological survey reports by the THC and USACE, ENGINEER will curate related field forms and photographs with a certified curation facility in order to satisfy the terms of the Texas Antiquities Permit. If the THC/SHPO require further work, it shall be considered an ADDITIONAL SERVICE.

b. Historic Resources Coordination

- i. This evaluation calls for state-level historic resource regulatory compliance outlined in the Antiquities Code of Texas (ACT), as well as Federal-level regulatory compliance outlined in Section 106.
- ii. ENGINEER will use the project area provided by the DISTRICT to develop an Area of Potential Effects
- iii. (APE) for historic resources in consultation with the DISTRICT and the THC. ENGINEER will then review available background information relevant to the

APE. The background research will include a review of historical maps and aerial photographs, an online search for previously recorded historic resources sites, landmarks, and surveys, as well as general research about the history of the project location and its surroundings. A letter will be prepared outlining the proposed project, review of the available background and any environmental information. The letter will provide recommendations for project-related regulatory compliance. A draft will be sent to the DISTRICT for review and revision, as necessary. ENGINEER will send the approved letter to the THC for their formal, 30-day regulatory review and provide the DISTRICT with the THC's comments and anticipated concurrence with the letter's recommendations. The same letter will be submitted to USACE simultaneously, with the understanding the USACE cannot comment or review the letter until THC has concurred with the letter's recommendations.

- iv. Field Survey: If required by the THC and USACE, ENGINEER shall perform a reconnaissance survey for historic resources. Prior to conducting the survey, ENGINEER staff shall review the preliminary designs related to the project and consider locations of contractor staging areas in order to protect the historic landscape areas. The survey shall document each historic-age resources (defined as a building, structure, object, historic district, or non-archeological site at least 45 years old at the time of the project letting) within the project APE. The project APE will consist of all parcels that are located immediately within the APE and where any new parcel acquisition and temporary construction activities may occur. Photographs will be taken, and notes made on the defining features of the historic-age resources and of the project area. Additional archival research will be conducted to place the resources in their historic context, providing the foundation for recommendations for eligibility for listing in the National Registry of Historic Places (NRHP).
- v. Draft Reporting: ENGINEER shall prepare a draft historic resources report detailing the results and findings of the reconnaissance survey including effects to historic resources and the need, if any, to conduct future intensive survey efforts. The report shall have sufficient detail and clarity to prove the THC and USACE with the basis for making determinations of National Register of Historic Places (NRHP) eligibility or shall have sufficient detail and clarity to make recommendations concerning the scope of the intensive survey. The report shall conform to the THC Section 106 standards for reconnaissance survey reports. In addition, site survey forms for all historic-age resources identified during the reconnaissance survey will be included within the report with appropriate locational mapping. A draft report will be electronically submitted to the DISTRICT for review and comment. ENGINEER will incorporate comments from the staff into the report, then (upon revision/approval) submit draft report to the THC/SHPO for 30-day review. Following THC/SHPO review, the report will be submitted to USACE for Section 106 review. Additional work required by the THC or USACE will be discussed with the DISTRICT's Project Manager and if authorized will be considered ADDITIONAL SERVICES.

- vi. Final Reporting: Upon THC/SHPO and USACE approval of the draft report, ENGINEER will prepare a final report in accordance with Section 106 requirements. Following acceptance of the final historic-age survey report by the THC and USACE, ENGINEER will submit an electronic version to both the THC and the USACE for their files.
- c. The ENGINEER shall provide the following deliverables to the Portal:
 - i. Three hard copies of the Final Cultural Resources Report
 - ii. Electronic copy of the Cultural Resources report in GIS

8. Mitigation Alternatives Review

Prior to completion of the 60% design milestone following final quantification of impacts, ENGINEER will provide a Mitigation Cost Benefit Analysis.

- a. ENGINEER will perform baseline assessment of functions of delineated jurisdictional waters including streams and wetlands using USACE Fort Worth District's TXRAM 1.0 and TXRAM 2.0 protocols to enable calculation of mitigation requirements based on existing mitigation banks with appropriate service areas and/or Permittee Responsible Mitigation (PRM).
- b. Mitigation Cost Benefit Analysis will serve as a decision-making tool for potential future steps and predicated on a risk to cost assessment of mitigation via Mitigation Bank or PRM.
- c. Mitigation Bank analysis to include at a minimum, overview of available credit inventories, market volatility overview, most probable cost, and credit reservation overview.
- d. PRM analysis to include at minimum cost range expectations, permitting timelines, and available avenues for mitigation performance liability transfer.
- e. ENGINEER will support DISTRICT with any relevant agency coordination or meetings relevant to mitigation throughout permit acquisition.

9. TCEQ Water Rights Permit Amendment Support

- a. The ENGINEER shall provide engineering support to the DISTRICT for the amendment of the existing water rights permit. Engineering support is assumed to include (but not be limited to) providing definition of the wetland system footprint; calculation of storage volume within the wetland system; estimation of evapotranspiration losses from the wetland system; and identification of any points from which the wetland could discharge directly to the river.

Task 4 30% Design Phase

The primary purpose of the 30% Design Phase is to prepare a Preliminary Engineering Report (PER) based on criteria from Task 2. The concepts and criteria established and finalized in this PER shall be used to develop the plans, specifications, schedule and cost estimate for the 60% Design Phase.

The DISTRICT will issue the ENGINEER the NTP, and the ENGINEER shall initiate the PROJECT work for the 30% Design Phase.

1. Meetings and Site Visits

- a. Attend coordination meetings with the DISTRICT associated with the planning, data acquisition, or design of the project. Develop meeting notes and share with the DISTRICT and attendees.
- b. Conduct site visits to review field conditions and validate survey information as required to check feasibility and constructability of the Project.

2. Preliminary Engineering Report

- a. Prepare a draft Preliminary Engineering Report (PER) for the constructed wetland. The PER will cover information, including but not be limited to project description; design criteria; hydraulic modeling and analysis; existing levee conditions; the need for levee repair, augmentation or additional levees; regulatory considerations; land alternative analysis; flood impact analysis; flood routing plan; constructability analysis; proposed methods of construction; proposed operation approach; narrative of proposed improvements (with figures); further investigation needs; overall project implementation schedule; risk matrix; 30% OPCC; and other relevant information to be utilized as part of the design of the proposed work.
- b. Submit draft PER to DISTRICT for PER workshop.

3. 30% Design Drawings

- a. Prepare draft 30% design drawings for the constructed wetland. Drawings will at a minimum include cover sheet, table of contents, site plan, hydraulic profiles, process flow & instrumentation diagram, water control structures, pipeline plan views, wetland cell plan views. Submit draft 30% design drawings to DISTRICT for PER workshop.

4. 30% Design Opinion of Probable Construction Cost

- a. Prepare an Opinion of Probable Construction Cost (OPCC) for the constructed wetland. Cost estimate shall be a Class 4 Estimate as described in the Association of the Advancement of Cost Engineering (AACE) Recommended Practice No. 18R-97 and 56R-08 or the latest editions. Submit 30% OPCC to DISTRICT for PER workshop.

5. 30% PER Workshop

- a. Prepare for and conduct a 30% Design PER review workshop to elicit feedback from the DISTRICT and make the necessary decisions to proceed with the design. ENGINEER will develop a presentation covering items listed above and others as needed.
- b. Submit an agenda for the workshop to the DISTRICT at least three (3) working days prior to the meeting. The Engineer will distribute an attendance sheet, the agenda, and copies of workshop materials at the workshop.
- c. Prepare an action items list for the critical design and decision items that need to be addressed by the DISTRICT and distribute it at the workshop.

6. 30% Project Delivery Evaluation

- a. Request Letters of Interest (LOI) from Contractors

- b. Review LOI's with the DISTRICT and select qualified Contractor's. ENGINEER shall conduct a Project Delivery Evaluation Meeting with each contractor to discuss the following:
 - i. Risk management and project delivery for the Wetland Project.
 - ii. Project bundling and or packaging including early bid packages and Owner Equipment Procurement Options
 - iii. Procurement Approach - Competitive Bid (Design-Bid-Build), Competitive Sealed Proposal (Design-Bid-Build), Prequalification, Design-Build, Progressive DB, CMAR
 - iv. It is assumed that meetings will be held with up to three (3) contractors. Meeting with additional contractor's shall be an ADDITIONAL SERVICE.
- c. Meet with the DISTRICT to compile the results of the project delivery evaluation meetings and discuss project delivery options. Development of an alternative delivery approach (other than Competitive Bid) shall be an ADDITIONAL SERVICE.

7. QA/QC

- a. Perform internal quality management including control and assurance prior to submitting design deliverables to the DISTRICT in accordance with the QA/QC Plan and as included in Task 1 above. Maintain these documents as part of the project records.

8. 30% Design Deliverable

The ENGINEER shall provide the following deliverables to the Portal:

- a. 30% Design PER
- b. 30% design Drawings
- c. 30% OPCC

Task 5 60% Design Phase

The primary purpose of the 60% Design Phase is to incorporate QA/QC comments from the 30% QA/QC review into the PROJECT and develop the plans, specifications, schedule and cost estimate for the 60% Design Phase.

The DISTRICT will issue the ENGINEER the NTP, and the ENGINEER shall initiate the PROJECT work for the 60% Design Phase.

1. Meetings and Site Visits

- a. Attend coordination meetings with DISTRICT associated with the planning, data acquisition, or design of the project. Develop meeting notes and share with the DISTRICT and attendees.
- b. Conduct site visits to review field conditions and validate survey information to check feasibility and verify continued constructability of the Project.

2. 60% Design Development – Constructed Wetland

- a. Develop a 3-D model for the wetland earthwork which will be the basis for the grading plans and the earthwork quantity estimates. The model shall include elevations for the wetland cell floors and berms. Berm slopes shall be 4:1 or as recommended by the geotechnical engineer. Design of improvements to the existing agricultural levee or a new flood control levee are assumed to be excluded.
- b. Develop a horizontal layout and preliminary vertical profile of each wetland train (including individual wetland cells), each treated water conveyance channel and each sedimentation basin.
- c. Develop a hydraulic model to assess probable water depths in the constructed wetland.
- d. Develop a hydraulic model for routing of floodwaters through/around the wetland system components. Develop design for flood routing and protection of areas subject to erosion.
- e. Develop the design for access roads or any other ancillary features.
- f. Develop mechanical design for individual flow control structures
- g. Develop technical specifications

3. 60% Design Development – Electrical and Instrumentation

- a. Develop production layout for water level and flow control instrumentation including sensors, conduit, solar panel and electrical cabinets at each flow control structure
- b. Develop draft notes and specifications for electrical and instrumentation components

4. 60% Design Development – Structural

- a. Develop production layout for each wetland flow control structure.
- b. Develop production detailing of structural elements.
- c. Develop draft structural notes and structural specifications

5. 60% OPCC

- a. Prepare 60% Design OPCC. Estimate shall be a Class 2 Estimate as described in AACE Recommended Practice No. 18R-97 and 56R-08 or the latest editions and as included in Task 1.

6. 60% Project Updates

- a. Update Risk Register.
- b. Update Design Schedule.
- c. Update Permit Register

7. 60% QA/QC

- a. Perform internal quality management including control and assurance prior to submitting work products and design deliverables to the DISTRICT in accordance with the QA/QC Plan. Maintain these documents as part of the project records.

8. Preparation of 60% Design Deliverables

- a. The design plans and specifications will be prepared for the constructed wetland.
- b. The plans at 60% Design maturity will include the following sheets as applicable (this list is approximate and may vary in the actual submittal):
 - i. Title page / cover page
 - ii. Sheet Index page
 - iii. General Notes page(s)
 - iv. Quantities Table sheet
 - v. Existing and proposed easements
 - vi. Project Control Map(s) including survey control points and benchmarks
 - vii. Project Layout sheet(s)
 - viii. Hydraulic Profile sheets
 - ix. Construction Sequencing sheet(s)
 - x. Abandonment Plan sheet(s), as needed
 - xi. Contractor access and staging plan sheets
 - xii. Civil design sheets: Site Plan, Yard Piping, Offsite Piping, Elevations, Sections, Flood routing and drainage Plan, Grading, Landscaping
 - xiii. Structural design sheets
 - xiv. Mechanical design sheets
 - xv. Electrical sheets: Site Plan Electrical One-line Diagrams, Miscellaneous Controls, SCADA sheets, Security Details, Grounding, Cable and Conduit Schedule, Lighting, Legend, Panel Layouts and Schedule
 - xvi. Instrumentation and Controls (I&C) sheets
 - xvii. Process and Instrumentation Diagrams (P&IDs)
 - xviii. Plan and Profile drawings
 - xix. Utility relocations
 - xx. Pavement replacement and/or surface restoration requirements
 - xxi. List of standard details
 - xxii. List of special project specific details.
- c. For each Project component, prepare the technical specifications, special technical specifications and special provisions to standard specifications including the DISTRICT, Kaufman County, Henderson County, TCEQ, and TxDOT applicable specifications, tailored to the specific Project component.
- d. Submit draft 60% Design documents.

9. 60% Design Review Workshop

- a. ENGINEER shall conduct an in person 60% Design review workshop with the DISTRICT for the Wetlands.
- b. ENGINEER will prepare an action item list for the critical design/decision items that need to be addressed by the DISTRICT. ENGINEER shall distribute design review workshop agenda, presentation slides and attendance sheet during the meeting.
- c. Items to be covered during the workshop include: summary of design concepts, key technical project components, proposed methods of construction, permanent and temporary easements, unique project challenges, coordination with stakeholders, archaeological and environmental items, coordination with pump stations and pipelines, traffic plan and coordination requirements, status of permits, project risks, implementation schedule, OPCC, and other items having a potential schedule and/or financial impact to the project.
- d. Prepare an action item list from the workshop and incorporate into the master action item list.
- e. Address the DISTRICT's review comments.
- f. The ENGINEER shall submit meeting notes to the DISTRICT's Project Manager electronically for review within five (5) working days after the workshop. After incorporating all review comments, the ENGINEER shall submit the presentation slides, attendance sheet, and final meeting notes together electronically to the DISTRICT's Project Manager within three (3) working days.

10. 60% Design Phase Response to Comments

- a. After the submittal of the 60% Design Phase document and the review workshop, the DISTRICT will review the documents and provide comments. The ENGINEER shall incorporate the responses to the DISTRICT's comments into the 90% Design Phase documents.
- b. No final 60% Design Phase documents need to be submitted at the end of this phase.

11. Submittal of 60% Design Phase Deliverable

The ENGINEER shall provide the following deliverables to the DISTRICT through the DISTRICT Project Portal Site:

- a. Agendas, presentation slides, attendance sheets, and draft and final meeting notes from coordination meetings with stakeholders and permitting agencies
- b. Updated permit log
- c. Updated risk register
- d. Plats and Field Notes (PFNs) of all temporary construction easements, permanent easements, joint use agreements, and land acquisition.
- e. 60% Design deliverables (plans, specifications, OPCC, construction implementation schedule – no engineering seal required)

- f. 60% Design review workshop agenda, presentation slides, attendance sheet, and draft and final meeting notes
- g. 60% Design OPCC
- h. Updated design schedule

Task 6 90% Design Phase

The primary purpose of the 90% Design Phase is to incorporate QA/QC comments from the 60% QA/QC review into the PROJECT and finalize the plans, specifications, schedule and cost estimate for the 90% Design Phase.

The DISTRICT will issue the ENGINEER the NTP, and the ENGINEER shall initiate the PROJECT work for the 90% Design Phase. The NTP for this phase may be delayed by the DISTRICT until the necessary permits are secured. If the PROJECT is delayed for more than 12 months, the ENGINEER may request additional compensation to reinitiate the PROJECT team.

1. Meetings and Site Visits

- a. Attend coordination meetings with DISTRICT associated with the planning, data acquisition, or design of the project. Develop meeting notes and share with the DISTRICT and attendees.
- b. Conduct site visits to review field conditions and validate survey information to check feasibility and verify continued constructability of the Project.

2. 90% Design Development – Constructed Wetland

- a. Finalize 3-D model for the wetland earthwork which will be the basis for the grading plans and the earthwork quantity estimates. The model shall include elevations for the wetland cell floors and berms. Berm slopes shall be 4:1 or as recommended by the geotechnical engineer.
- b. Finalize horizontal layout and preliminary vertical profile of each wetland train (including individual wetland cells), each treated water conveyance channel and each sedimentation basin.
- c. Finalize hydraulic model to assess probable water depths in the constructed wetland.
- d. Finalize the design for access roads or any other ancillary features.
- e. Finalize mechanical design for individual flow control structures
- f. Finalize technical specifications

3. 90% Design Development – Electrical and Instrumentation

- a. Finalize production layout for water level and flow control instrumentation including sensors, conduit, solar panel and electrical cabinets at each flow control structure
- b. Finalize notes and specifications for electrical and instrumentation components

4. 90% Design Development – Structural

- a. Finalize production layout for each wetland flow control structure.

- b. Finalize production detailing of structural elements.
- c. Finalize structural notes and structural specifications

5. 90% OPCC

- a. Finalize the 90% Design OPCC for each major component of the Project. Estimate shall be a Class 1 Estimate as described in AACE Recommended Practice No. 18R-97 and 56R-08 or the latest editions.

6. 90% Project Updates

- a. Update the Risk Register.
- b. Update Design Schedule
- c. Update Permit Register

7. 90% ENVISION Summary Report

- a. The ENGINEER shall coordinate with the DISTRICT and the Wetland, Pump Station and Pipeline Design Teams to provide self-assessment ranking of the ENVISION categories and goals.
- b. Attend an informational 90% ENVISION kick-off meeting with all design teams to review goals and current sustainability register.
- c. Attend self-assessment meeting with each design team to review ranked goals and update final register.
- d. Prepare and compiled summary report of ENVISION sustainability self-assessment of all design teams.

8. 90% QA/QC

- a. Perform internal quality management including control and assurance prior to submitting work products and design deliverables to the DISTRICT in accordance with the QA/QC Plan. Maintain these documents as part of the project records.

9. 90% Design Phase Review Workshop

- a. ENGINEER shall conduct an in person 90% Design review workshop with the DISTRICT for the PROJECT.
- b. ENGINEER will prepare an action item list for the critical design/decision items that need to be addressed by the DISTRICT. ENGINEER shall distribute design review workshop agenda, presentation slides and attendance sheet during the meeting.
- c. Items to be covered during the workshop include: summary of design concepts, key technical project components, proposed methods of construction, permanent and temporary easements, unique project challenges, coordination with stakeholders, archaeological and environmental items, coordination with pump stations and pipelines, traffic plan and coordination requirements, status of permits, project risks, implementation schedule, OPCC, and other items having a potential schedule and/or financial impact to the project.

- d. Prepare an action item list from the workshop and incorporate into the master action item list.
- e. Address the DISTRICT's review comments.
- f. The ENGINEER shall submit meeting notes to the DISTRICT's Project Manager electronically for review within five (5) working days after the workshop. After incorporating all review comments, the ENGINEER shall submit the presentation slides, attendance sheet, and final meeting notes together electronically to the DISTRICT's Project Manager within three (3) working days.

10. 90% Design Phase Response to Comments

- a. After the submittal of the 90% Design Phase documents, the review workshop, the DISTRICT will review the documents and provide comments. The ENGINEER shall incorporate the responses to the DISTRICT's comments into the Bid-ready documents.
- b. No final 90% Design Phase documents need to be submitted at the end of this phase.

11. 90% Design Phase Deliverables

The ENGINEER shall provide the following deliverables to the DISTRICT through the DISTRICT Project Portal Site:

- a. Agendas, presentation slides, attendance sheets, and draft and final meeting notes from coordination meetings with stakeholders and permitting agencies
- b. Updated permit log
- c. Updated risk register
- d. 90% Design deliverables (plans, specifications, OPCC, construction implementation schedule – no engineering seal required)
- e. 90% Design review workshop agenda, presentation slides, attendance sheet, and draft and final meeting notes
- f. 90% Design OPCC
- g. Updated design schedule

Task 7 100% Design Phase

The DISTRICT shall provide the ENGINEER with written NTP for the 100% Design and Bid Phase Services upon acceptance of the ENGINEER's response to the DISTRICT's review comments on the 90% Design Phase documents. The ENGINEER shall package the finalized 90% Design Phase documents as "bid-ready documents" (also referred to as draft 100% Design documents).

1. 100% Bid Documents

- a. Incorporate comments from the 90% QA/QC meeting into the final 100% Contract Documents
- b. Coordinate with the DISTRICT's Project Manager in preparation of project advertisement.

- c. Provide the final 100% Design and bid (signed and sealed) set of Contract Documents for project advertisement.

2. Final OPCC

- a. Prepare the Final OPCC. Estimate shall be a Class 1 Estimate as described in AACE Recommended Practice No. 18R-97 and 56R-08 or the latest editions and as described in Task 1.

3. 100% Project Updates

- a. Update the Risk Register
- b. Update the Design Schedule.
- c. Update the Permit Register

4. 100% QA/QC

- a. Perform internal quality management including control and assurance prior to submitting work products and design deliverables to the DISTRICT in accordance with the QA/QC Plan. Maintain these documents as part of the project records.

5. ENVISION Pathway A Registration

- a. Prepare ENVISION Schedule
- b. Schedule two meetings with ISI to review pre verification for up to two credits
- c. Perform credit by credit ENVISION review of the PROJECT
- d. Prepare credit by credit coversheet explaining how the PROJECT achieves the targeted level of achievement.
- e. Select and organize supporting documentation for the ENVISION coversheet
- f. Review ENVISION application for completeness
- g. Upon approval from the DISTRICT, upload credit by credit coversheet and support documentation to ISI webpage. Enter scores into ISI's web-based scoring tool and submit application to ISI. Registration fees are not included in this fee estimate.
- h. Coordinate with ISI advisor for holding documentation in system pending construction completion. Assumes up to 2 remote coordination meetings with ISI.

6. 100% Design Phase Deliverables

The ENGINEER shall provide the following deliverables to the DISTRICT through the DISTRICT Project Portal Site:

- a. Draft and final meeting notes from coordination meetings with stakeholders and permitting agencies
- b. Updated risk register
- c. Updated project schedule
- d. Permit packages and updated permit log
- e. 100% Design and finalized deliverables (plans and specifications, signed and sealed)

- f. 100% Design and final OPCC (signed and sealed)
- g. 100% Design and final construction implementation schedule

Task 8 Bid Phase Services

This task assumes that the PROJECT will be delivered using competitive sealed proposal. Delivery of the project utilizing an alternative delivery method such as CMAR or Design/Build shall be considered an ADDITIONAL SERVICE.

1. Bid Documents for Project Advertisement

- a. After the final review and approval of the draft bid-ready documents by the DISTRICT's Project Manager, the ENGINEER shall make the necessary changes, and provide the final bid-ready documents referred to as signed/sealed "Contract Documents" for advertisement. All Contract Documents shall be signed and sealed by a licensed professional engineer registered in the State of Texas.

2. Pre-Bid Conference

- a. Prepare for and participate in one (1) pre-bid conference at the Project site.

3. Addenda

- a. Any changes to the Contract Documents resulting from respondents' questions shall be addressed formally through addenda. Upon receipt of questions from potential respondents, the ENGINEER shall prepare a log of all respondents' questions and provide responses through an addendum (or addenda) for distribution to the potential respondents. The ENGINEER shall prepare addenda in Adobe .pdf (searchable) format, and seal. All addenda shall be issued to respondents through the Civcast System.

4. Bid Opening, Evaluation and Award

- a. The ENGINEER shall attend the bid opening and assist the DISTRICT in the tabulation and analysis of the bids received and furnish recommendations on the award of the contract or the appropriate actions to be taken by the DISTRICT.

5. Conformed Documents

- a. The ENGINEER shall update the Contract Documents per the addenda by incorporating any changes brought by the addenda and submit to the DISTRICT the "Conformed Construction Documents" to be used in construction. The ENGINEER shall sign/seal the Conformed Construction Documents.

6. Submittal of Bid Phase Deliverables

The ENGINEER shall provide the following deliverables to the DISTRICT through the DISTRICT Project Portal Site:

- a. Presentation and meeting agenda for Pre-submittal conference
- b. Preparation of addenda, as required
- c. Engineer's letter of recommendation of award

- d. Conformed Drawings in AUTOCAD Civil 3D and PDF format. Conformed specifications provided in PDF and Word formats.

Task 9 Construction Phase Services

This task details the services to be provided by the ENGINEER during the construction phase of the Project. These services are intended to assist the DISTRICT with administering the construction contract, verifying that the Contractor's work is in compliance with the Contract Documents, monitoring the performance of the Contractor, and assisting the DISTRICT in responding to events that may occur during the construction period. Onsite Resident Project Representation (RPR) by the ENGINEER is not included in these Construction Phase Services. If the DISTRICT requests RPR, it will be included in a separate contract.

1. Pre-construction Conference

- a. The DISTRICT's Construction Administration will preside over the conference, prepare the agenda and sign-in sheet, and record the conference. The ENGINEER shall attend the pre-construction conference to address any questions, discuss special Project conditions, and provide input as necessary.

2. Construction Progress Meetings

- a. The ENGINEER shall attend one (1) construction progress meeting per month for the proposed construction duration. A construction duration of thirty (30) months is assumed for the wetland. These meetings shall be scheduled by the DISTRICT's Project Manager. Attendance by the ENGINEER shall be limited to the ENGINEER's Project Manager and team member(s) required for that particular meeting depending on the particular subjects/issues to be discussed. Construction Progress Meeting in excess of one per month will be an ADDITIONAL SERVICE.
- b. The ENGINEER shall preside over the meetings, prepare meeting agendas and attendance sheets, and distribute them at the meetings. The ENGINEER shall draft the meeting notes. Within five (5) working days following the date the DISTRICT supplies to ENGINEER all of the DISTRICT's comments to the draft meeting notes, the ENGINEER shall submit the final meeting notes along with attendance sheet electronically to all meeting attendees.

3. Site Visits/Construction Observation

- a. The ENGINEER shall perform one (1) site visit per month throughout the anticipated construction duration (30 months) to observe the Contractor's progress and assess if the Project work is in general conformance with the Contract Documents. Attendance shall be limited to the ENGINEER's team member(s) required for that site visit. Additional Site Visits shall be an ADDITIONAL SERVICE.
- b. Document the observations for each site visit in a brief report, including photos taken during the visit, and upload the reports to DISTRICT's Project Portal.
- c. The ENGINEER shall not be responsible for the acts or omissions of the Contractor, or any Subcontractor, or and of the Contractor's or Subcontractor's agents or employees, or any other persons performing any of the work on the Project, except those employees, agents, and Subcontractors of the ENGINEER. In the event of a

conflict between this requirement and any other contractual provisions of this AGREEMENT, the other contractual provisions shall prevail.

4. Pay Estimate Reviews

- a. The ENGINEER shall review and approve up to thirty (30) of the Contractor's monthly applications for payment based on quantities submitted by the Contractor as approved by the DISTRICT's on-site representative. Review of additional pay estimates shall be an ADDITIONAL SERVICE.

5. Contractor Schedule Reviews

- a. The ENGINEER shall review construction schedule and the updates to the schedule provided by the Contractor on a monthly basis to compare it to the baseline schedule. The ENGINEER shall identify any discrepancies and bring up for discussion during the progress meetings. The ENGINEER shall also compare the updated schedules to the field work observed during the field visits to check the schedules are being updated accurately. The ENGINEER shall check that the planned activities are taking place in a timely manner as included in the Contractor's 4-week lookahead submittal. The ENGINEER shall identify those activities that may have unrealistic durations and could potentially impact the construction duration including the change orders.

6. Submittal Reviews

- a. The ENGINEER shall review all shop drawings/submittals/second submittals and preliminary/final equipment operation and maintenance (O&M) manuals for conformance with the Project documents and compatibility with the design intent, and accuracy and completeness. Submittals shall be responded to within ten (10) working days of receipt by the ENGINEER or when applicable, ENGINEER's Subconsultant. This review is for the benefit of the DISTRICT and covers only general compliance with the information given by the construction contract documents. It does not relieve the Contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with the construction contract documents.
- b. The ENGINEER shall also review all certificates provided by the Contractor for equipment, requests for substitute materials and equipment, testing (to include field, laboratory, shop and mil testing of materials), and other approvals required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents to determine generally that the results certified substantially comply with the Contract Documents.

7. Requests for Information

- a. The ENGINEER shall respond to all requests for information (RFIs) that arise during the construction phase. Clarifications and interpretations of the Contract Documents shall be consistent with the intent of and reasonably inferable from the Contract Documents. Responses shall be provided in writing using the DISTRICT's standard RFI format and submitted via DISTRICT's Project Portal.

8. Requests for Modifications and Change Orders

The ENGINEER shall respond to Contract Modification Requests (CMRs) created by the CONTRACTOR and subsequent change orders (COs) as they relate to the PROJECT. The services shall include the following:

- a. Evaluate impact on design intent (calculations, drawings, specifications, construction cost, and construction duration)
- b. Provide calculations and sketches as required to facilitate construction.
- c. Develop drawing revisions; and
- d. All official responses for CMRs and COs must be signed off by the Engineer of Record.

9. Substantial and Final Completion Walkthroughs

- a. Following the notice from the Contractor stating the entire work is ready for its intended use, the ENGINEER shall conduct substantial completion walk-throughs/observations for the PROJECT as accompanied by the DISTRICT's Inspector. If the ENGINEER considers the work substantially complete, the ENGINEER shall issue a substantial completion punch list, and submit a substantial completion letter to the DISTRICT. The ENGINEER shall address all concerns, questions and objections, if any, from the DISTRICT and the Contractor.
- b. The ENGINEER shall be required to conduct final completion walk-throughs/observations of the PROJECT to determine if the completed work of the Contractor is acceptable to both the DISTRICT and the ENGINEER. If work is acceptable, the ENGINEER shall recommend in writing to the DISTRICT that the final payment to the Contractor may be released. If not, the Contractor shall be notified, and the walk-through/observation shall be repeated.
- c. The ENGINEER shall attend, at any point in time of the contract, walk-through(s) for partial/final acceptance of major equipment, structures, processes that are critical and necessary to place in service for the continuity of the plant operations and that are completed early per the work sequence included in the Contract Documents.

10. ENVISION Post Submission

- a. Coordinate with ISI advisor and PROJECT team for PROJECT verification.
- b. Collect sustainability documentation from CM Team and Contractor Submittals. Random verification check of statistical sample (5%) of sustainability submittal information. Update coversheet and coversheet documentation (Tasks 7.5.d and 7.5.e) for ENVISION application supplement.
- c. ISI will grant the award based on satisfaction of the verification document
- d. PROJECT team will accept award

11. Record Drawings

- a. The ENGINEER shall prepare record drawings upon completion of the construction. The Contractor shall submit redlined plans on a monthly basis. The ENGINEER shall review those redlines on a monthly basis prior to approving the Contractor's monthly applications for payment. Record drawing information shall be based solely on the

provided and approved redlined plans and any other appropriate field documentation received from the DISTRICT.

- b. The ENGINEER shall submit a draft hardcopy of the record drawings in dwg and Adobe .pdf (searchable) formats. Documents will be uploaded to project portal site. The ENGINEER shall submit one (1) USB-flash drive containing final sealed and signed drawings in Adobe .pdf (searchable) format.

Task 10 Additional Services

ADDITIONAL SERVICES are those services that may be required or desired by the DISTRICT but cannot be defined sufficiently at this time to establish a detailed Scope of Services or compensation. These services are not included in the Scope of Services or compensation for BASIC SERVICES. A list of potential ADDITIONAL SERVICES is provided below and a budgetary allocation for each is shown in the Project Fee Summary at the end of this scope. If DISTRICT requests ADDITIONAL SERVICES, ENGINEER will prepare a detailed Scope of Services and will negotiate compensation for requested services with the DISTRICT. ENGINEER will not conduct any ADDITIONAL SERVICES without written authorization from the DISTRICT.

1. Stakeholder and Public Relations Meetings

- a. The ENGINEER shall meet with the DISTRICT staff and identify stakeholders associated with the Project. The ENGINEER shall attend up to three (3) public meetings and meet with the DISTRICT staff as deemed necessary. The ENGINEER shall draft meeting notes and distribute to Project Team and attendees.

2. 404 Mitigation Review

- a. Mitigation via Bank Credits
 - i. Initiate draft mitigation plan development, credit needs refinement, credit negotiations (on DISTRICT's behalf), and refined most probable cost estimate.
 - ii. Submittal of draft mitigation plan to ENGINEER and or DISTRICT for review and comment.

Subconsultant will generate final draft mitigation plan based on comments provided by DISTRICT and or ENGINEER and submit final Mitigation Plan Draft to ENGINEER and or DISTRICT for mitigation plan submittal alongside 404 permit application.
 - iii. Facilitate third party credit negotiations and associated agreements
 - iv. Respond to agency, DISTRICT, and or ENGINEER comments on draft mitigation plan(s) and as necessary reconcile mitigation plan for final submittal
 - v. Submit to DISTRICT and or ENGINEER final mitigation plan
- b. Mitigation via PRM:
 - i. Submittal to Owner and or Engineer for a fixed price turnkey PRM proposal and or RFP development for PRM services.
- c. NOT included in this process would be the development of PRM Concept Plans, a PRM plan development, permitting, design drawings, restoration implementation, and

maintenance, management and monitoring as they will be developed via separate agreement(s).

3. Additional Permitting Services

- a. The ENGINEER shall identify, prepare and submit unforeseen permit applications to agencies requiring permits and coordinate with such agencies as needed until permits are secured before the construction start date. The ENGINEER shall provide technical criteria, statement of special inspections, written project descriptions, design data, etc. as deemed necessary in filing these applications.
 - i. The ENGINEER shall submit the DISTRICT's Project Manager a copy of the permit application documents for record-keeping purposes.
 - ii. The DISTRICT will pay associated permitting fees, as needed.
 - iii. These services shall require written authorization from the DISTRICT. A not-to-exceed budget amount shall be established for these unidentified services and shall be included in the total fee. The ENGINEER shall provide a scope and fee proposal for review by the DISTRICT before performing any out of scope or additional work.
- b. The ENGINEER shall accompany the DISTRICT to up to ten additional meetings with permitting agencies beyond those included in BASIC SERVICES.

4. Zebra Mussel Chemical Facilities Evaluation/Implementation

- a. The ENGINEER shall prepare an evaluation for the treatment of zebra mussels utilizing the implementation of chemical facilities.
- b. The ENGINEER shall design chemical facilities for the treatment of zebra mussels based on the accepted evaluation by the DISTRICT.

5. Additional Environmental Services

- a. Attending up to two (2) public meetings or hearings related to the EA
- b. Providing additional Cultural Resource Services beyond those included in BASIC SERVICES.
- c. Conducting a survey for the presence/absence and/or USFWS permitted threatened and endangered species beyond those included in BASIC SERVICES.
- d. If TPWD or USFWS require more than 3 days of survey for alligator snapping turtles, if they require surveys at the proposed outfall within Cedar Creek Reservoir, if listed or candidate mussels are found during the aquatic species survey and they require a more detailed quantitative mussel survey, or if new aquatic species become officially listed as threatened or endangered under the Endangered Species Act and new survey protocols or federal permits are required, then these services can be provided by Subconsultant as an additional service. For purposes of estimation of level of effort (fee) for the PROJECT, up to four hundred (400) manhours have been assumed for this task in ADDITIONAL SERVICES.
- e. Planning and implementation of measures to avoid and/or minimize construction impacts to protected aquatic species, which could include fish/mussel recoveries or

relocations within a year of construction, can be provided by Subconsultant as an additional service. For purposes of estimation of level of effort (fee) for the PROJECT, up to three hundred (300) manhours have been assumed for this task in ADDITIONAL SERVICES.

- f. A biological assessment (BA) following the USFWS guidance may be required as part of Section 7 Consultation, and these services can be provided by Subconsultant as an additional service. For purposes of estimation of level of effort (fee) for the PROJECT, up to three hundred fifty (350) manhours have been assumed for this task in ADDITIONAL SERVICES.
- g. Hydraulic modeling and impact analysis beyond what has been estimated to meet Tier 2 HMG requirements is not expected to be required but may be needed as part of multiple agency coordination requirements. These services can be provided by Subconsultant as an additional service. For purposes of estimation of level of effort (fee) for the PROJECT, up to three hundred fifty (350) manhours have been assumed for this task in ADDITIONAL SERVICES.

6. Additional Surveying Services

- a. The ENGINEER shall provide additional topographic (or boundary) survey, as needed, by the Project beyond those included in BASIC SERVICES. Survey shall identify and verify contours, bores, topographic features, utilities, and appurtenances such as manholes, valve lid elevations, vaults, top of nut elevations, heritage trees, fences, drainage structures, existing easements, etc. if and when needed. Survey shall also locate and verify the benchmarks. The results shall be sealed by a registered professional land surveyor. The ENGINEER shall submit an electronic copy of the survey to the DISTRICT's Project Manager.
- b. The ENGINEER shall prepare additional metes and bounds descriptions with accompanying map exhibits for permanent and temporary instruments beyond those included in BASIC SERVICES.
- c. The ENGINEER shall provide additional pre-construction Wetland Mapping to verify ground elevations prior to construction: UAV based LiDAR will be utilized to capture general mapping within the proposed wetland area. Lidar will have a point cloud containing a minimum of 40 points per square meter. LiDAR mapping will be "ground truthed" using traditional surveying equipment through a 500' grid of natural ground shots. Mapping will include up to approximately 3300 acres. The ENGINEER shall submit survey files to the DISTRICT and the Contractor prior to construction.

7. Additional Geotechnical Investigations

- a. Constructed Wetland: The ENGINEER shall provide additional geotechnical investigation services, as needed, to the extent necessary to characterize the subsurface soils for the areas affected by the PROJECT. The results shall be formalized in a report and sealed by a registered professional engineer. The ENGINEER shall submit an electronic copy of the report to the DISTRICT's Project Manager.
- b. Agricultural Levee: The ENGINEER shall provide additional geotechnical services, as needed, to the extent necessary to the subsurface soils for the existing agricultural levee. The results shall be formalized in a report and sealed by a registered professional

engineer. The ENGINEER shall submit an electronic copy of the report to the DISTRICT's Project Manager. The ENGINEER shall provide a scope and fee proposal for review by the DISTRICT before performing any out of scope or additional work.

8. Condition Assessment of Existing Agricultural Levee

- a. Based upon the geotechnical investigations performed under ADDITIONAL SERVICE Item #7. b, the ENGINEER will prepare a Technical Memorandum (TM) to discuss the subsurface conditions and soil properties indicated by the field and laboratory work, and the implications for design and summarize the seepage and slope stability analysis for the existing levee height and a proposed raise of the existing levee.
- b. Additional geotechnical investigations may be required if a new levee section is designed. This effort is excluded from the current ADDITIONAL SERVICES scope of work but can be added as an additional service if requested. A not-to-exceed budget amount shall be established for these unidentified services. The ENGINEER shall provide a scope and fee proposal for review by the DISTRICT before performing any out of scope or additional work.

9. Subsurface Utility Exploration

- a. The ENGINEER shall provide additional Quality Service Level A subsurface utility exploration (SUE) services, as necessary, to identify the location and depth of existing utilities. Locating services is to locate the accurate horizontal and vertical position of subsurface utilities by excavating a test hole using vacuum excavation techniques and equipment (or similar) that is non-destructive to utilities. All services to the standard of care applicable in the subsurface engineering profession. Cost shall include required incidental costs including traffic control and excavation permits.

10. Additional Construction Phase Services

- a. The ENGINEER shall attend up to 10 additional Construction Progress Meetings beyond those included in BASIC SERVICES.
- b. The ENGINEER shall attend up to 10 additional Construction Site Visits beyond those included in BASIC SERVICES.
- c. The ENGINEER shall review up to ten additional Contractor Pay Applications beyond those included in BASIC SERVICES.

11. Additional Sedimentation Basin Evaluation

- a. The ENGINEER shall provide additional evaluation to confirm or eliminate the use of previously excavated areas for use as sedimentation basins. This evaluation is beyond what is included in BASIC SERVICES.

12. Alternate Project Delivery

- a. If an alternate project delivery method is chosen during the 30% Project Delivery Evaluation, the ENGINEER shall assist the DISTRICT in the preparation of necessary documentation, front end contract documents and other items necessary for the alternate project delivery method.

- b. The ENGINEER shall participate in construction feasibility workshops with the CONTRACTOR prior to preparation of the bid packages.

13. Supplemental Technical Services

- a. During the course of the Project work, the need for additional services for design, bid phase, construction field work, and inspections may be identified. These services shall require written authorization from the DISTRICT. A not-to-exceed budget amount shall be established for these unidentified services and shall be included in the total fee. Use of this budget shall be at the sole discretion of the DISTRICT. The ENGINEER shall provide a scope and fee proposal for review and approval by the DISTRICT before performing any out of scope or additional work.

14. Conditional Letter of Map Revision

- a. The ENGINEER shall develop a Conditional Letter of Map Revision (CLOMR) for inclusion in the Floodplain Development Permit Application.

15. Levee Design Services

If the flood protection evaluation cost benefit analysis identifies the need for a higher level of flood protection, then ADDITIONAL SERVICES would be authorized for the design of a ring levee around the Project site for additional flood protection.

- a. Design Assumptions
 - i. For purposes of this scope of work and associated fee, the Subconsultant assumes the levee design will general include the following:
 - 1. Construction of approximately 85,000 LF of new ring levee along the perimeter of the proposed wetlands.
 - 2. The geometry of the assumed levee is as follows:
 - a. Height: 10 feet above existing ground
 - b. Crest Width: 12 feet (flexible base access road)
 - c. Side Slopes: 4H:1V (grassed)
 - 3. The drawing sheet set is assumed to contain 185 sheets
- b. The Subconsultant shall prepare design documents for construction of new levee reaches. The documents prepared by the Subconsultant will be incorporated into the overall design package prepared by the ENGINEER.
 - i. 30% design will begin following the selection of a preferred levee alternative.
 - 1. Prepare 30% drawings for the levee design. Drawings are assumed to include the following:
 - a. Overall site plan
 - b. Typical sections
 - c. Plan and profile
 - d. Cross sections

- e. Miscellaneous details
- 2. Prepare a table of contents of anticipated technical specifications for the levee design.
- 3. Prepare an Opinion of Probable Construction Cost (OPCC) for the levee design in general accordance with an AACE class 4 estimate.
- ii. 60% Design
 - 1. Prepare 60% drawings for the levee design.
 - 2. Prepare draft technical specifications for the levee design.
 - 3. Update the OPCC for the levee design based on the 60% design. The OPCC will be developed in general accordance with an AACE class 3 estimate.
- iii. 90% Design
 - 1. Prepare 90% drawings for the levee design.
 - 2. Prepare draft final technical specifications for the levee design.
 - 3. Update the OPCC for the levee design based on the 90% design. The OPCC will be developed in general accordance with an AACE class 2 estimate.
- iv. 100% Design
 - 1. Prepare 100% design drawings for the levee design.
 - 2. Prepare final technical specifications for the levee design.
 - 3. Update the OPCC for the levee design based on the 100% design. The OPCC will be developed in general accordance with an AACE class 2 estimate.

16. Floodplain Development Permit Application

- a. These services shall require written authorization from the DISTRICT. A not-to-exceed budget amount shall be established for these unidentified services. The ENGINEER shall provide a scope and fee proposal for review by the DISTRICT before performing any out of scope or additional work. For purposes of estimation of level of effort (fee) for the PROJECT, up to two hundred (200) manhours have been assumed.

17. Corridor Development Certificate

- a. Assumptions
 - i. Based on current conversations between the Subconsultant and USACE, the current regulatory CDC model does not extend downstream to the wetlands project area. Therefore, based on conversations with USACE, the project area is not anticipated to be subject to CDC.
 - ii. These services shall require written authorization from the DISTRICT. If the Subconsultant's current understanding of the CDC requirements change during the project life cycle a not-to-exceed budget amount shall be established for

these unidentified services. The ENGINEER shall provide a scope and fee proposal for review by the DISTRICT before performing any out of scope or additional work. For purposes of estimation of level of effort (fee) for the PROJECT, two hundred (200) manhours have been assumed.

**TARRANT REGIONAL WATER DISTRICT
CEDAR CREEK WETLAND**

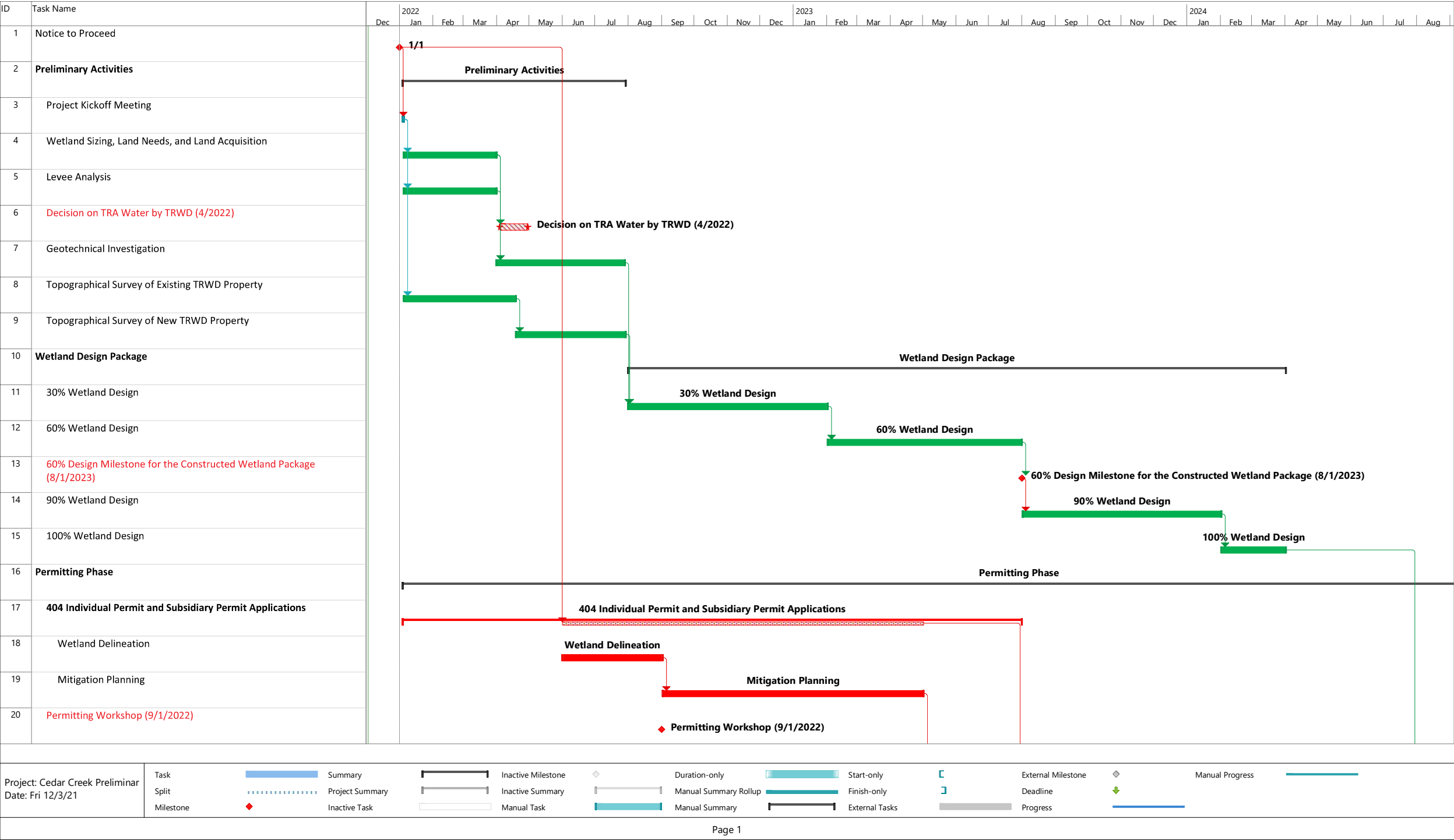
FEE WORKSHEET

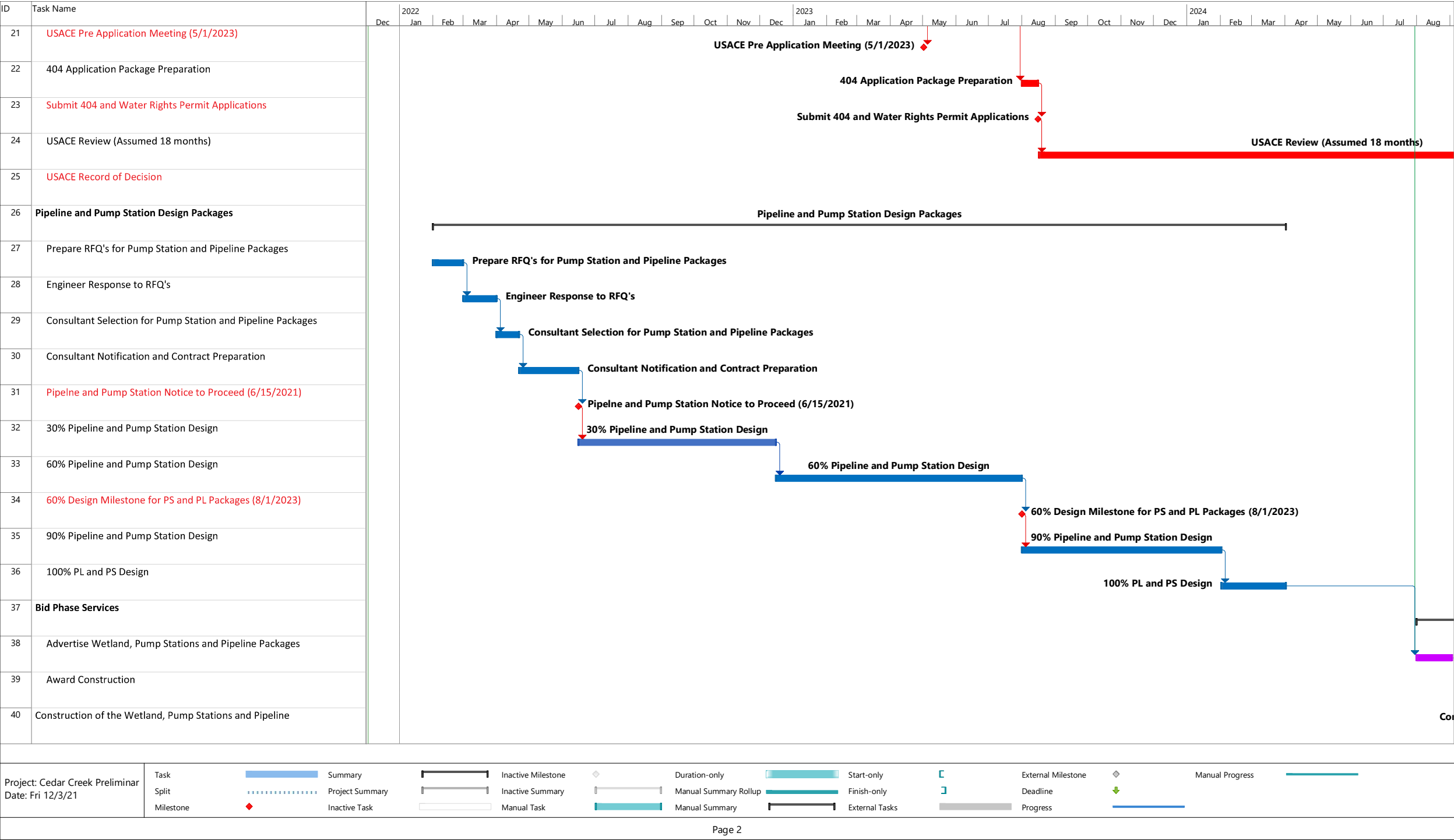
**TARRANT REGIONAL WATER DISTRICT
CEDAR CREEK WETLAND PROJECT
12/1/2021
SUMMARY BY TASK**

TASK	BASIC SERVICES DESCRIPTION	AMOUNT
1	Task 1 - Project Management	\$ 960,758
2	Task 2 - Preliminary Activities	\$ 2,548,172
3	Task 3 - Permitting	\$ 1,342,910
4	Task 4 - 30% Design Phase	\$ 634,027
5	Task 5 - 60% Phase Design	\$ 981,747
6	Task 6 - 90% Design Phase	\$ 746,004
7	Task 7 - 100% Design Phase	\$ 258,225
8	Task 8 - Bid Phase Services	\$ 91,065
9	Task 9 - Construction Phase Services	\$ 865,747
	TOTAL - BASIC SERVICES	\$ 8,428,654
10	Task 10 - Additional Services	\$ 2,816,258
TOTAL	BASIC SERVICES + ADDITIONAL SERVICES	\$ 11,244,912

**TARRANT REGIONAL WATER DISTRICT
CEDAR CREEK WETLAND PROJECT
12/1/2021
SUMMARY BY FIRM**

FIRM	DISCIPLINE	MWBE	BASIC SVCS TOTAL	PERCENTAGE	TOTAL (BASIC + ADDTL)	PERCENTAGE
Plummer	Prime	N	\$ 3,528,290	41.9%	\$ 3,804,910	33.8%
Spooner	Survey	Y	\$ 506,243	6.0%	\$ 751,474	6.7%
AmaTerra	Env Perm	Y	\$ 1,027,372	12.2%	\$ 1,166,689	10.4%
Arias	Geotech	Y	\$ 1,287,744	15.3%	\$ 1,468,247	13.1%
JQ	Struct	Y	\$ 482,460	5.7%	\$ 482,460	4.3%
PlusSix	Proj. Coord.	Y	\$ 455,596	5.4%	\$ 474,918	4.2%
FNI	Hydrology	N	\$ 458,186	5.4%	\$ 2,327,719	20.7%
WSI	QC	N	\$ 74,720	0.9%	\$ 74,720	0.7%
RES	Mitigation	N	\$ 388,457	4.6%	\$ 474,188	4.2%
Gupta	E/I&C	Y	\$ 219,587	2.6%	\$ 219,587	2.0%
TOTAL			\$ 8,428,654		\$ 11,244,912	
MWBE TOTAL			\$ 3,979,002	47.2%	\$ 4,563,375	40.6%





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Dec

Project: Cedar Creek Preliminar

Date: Fri 12/3/21

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

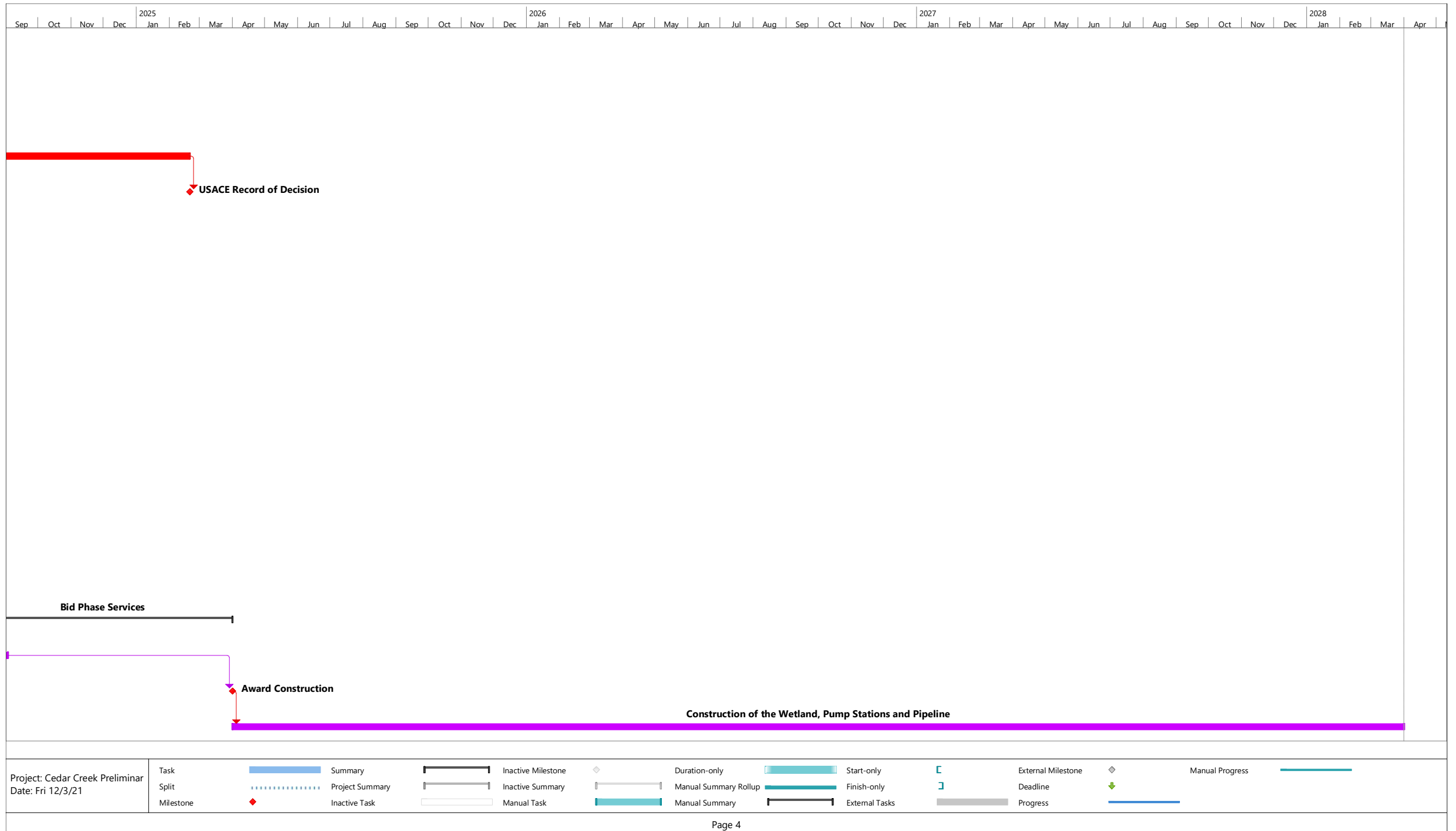
External Milestone

Deadline

Progress

Manual Progress

Page 3



TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 5

DATE: December 14, 2021

SUBJECT: **Consider Approval of Contract with Bauer Foundation Corporation for Eagle Mountain Dam Side Channel Spillway Seepage Remediation**

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends approval of a contract **in the amount of \$2,061,695** with Bauer Foundation Corporation to install a cutter soil mixed (CSM) cutoff wall in the Eagle Mountain Spillway Dam.

DISCUSSION:

Seepage in the Eagle Mountain Spillway Dam between the original service spillway (constructed in the 1930s) and the side channel delivery spillway (constructed in the 1970s) has been evident and monitored since the 1950s. The seepage presents as a wet area between the spillways on the downstream slope of the spillway dam. The extent of the wet area fluctuates with lake elevation changes but has increased in recent years. TRWD Dam Safety and Operations have been monitoring the area and began consulting with the Freese and Nichols project engineers in 2017 to investigate further. Ten new piezometers were installed to monitor water level changes in 2019, and tests were made to identify the foundation soil causing the seepage. During the investigation it became clear that the seepage could increase in severity and potentially damage the structure.

TRWD and the project engineers investigated a number of methods to cut off the seepage across the 260 feet distance between the two spillways. The method chosen is cutter soil mixing, which involves cutting and mixing the soil with cement to create a series of 55 to 60 feet deep concrete panels in a narrow trench that will form a concrete cutoff wall. Construction will be on TRWD property north of the Wells Burnett road that runs along the top of the spillway dam. Plans and specifications were developed and advertise for the project.

Notice to Offerors was advertised as per statute, with six firms directly contacted. Twenty-seven general contractors downloaded plans from the electronic bidding system. While several contractors participated in the pre-proposal process, Bauer Foundation Corp. was the sole proposer on this project. Bauer is a specialist company performing cutter soil mixing successfully for the past twelve years, acting as the prime contractor for the US Army Corps of Engineers on large, high-profile dam projects.

The \$2,061,695 proposal amount from Bauer was less than the \$2,305,800 projected construction cost from the project engineer. The engineer's recommendation for award is attached. The work will commence in the first quarter of 2022 and is scheduled to be completed within three months.

The overall proposed diverse business participation commitment from Bauer, a non-certified vendor, is 14.31%.

This item was reviewed by the Construction and Operations Committee on December 10, 2021.

Submitted By:

Jason Gehrig, P.E.
Director of Infrastructure Engineering

November 22, 2021

Eva Ferguson
Purchasing Department
Tarrant Regional Water District
600 East Northside Drive
Fort Worth, Texas 76164

Re: CSP 21-148 Eagle Mountain Dam Side Channel Spillway Seepage Remediation

Dear Ms. Ferguson:

One bid proposal was received on November 8, 2021 for the Eagle Mountain Dam Side Channel Spillway Seepage Remediation project. The Freese and Nichols, Inc. (FNI) OPCC for the project is \$2,305,800.00. A summary of the proposal received from Bauer Foundation Corp (Bauer) is summarized below. The enclosed table shows a detailed tabulation of received proposals.

<u>Proposer</u>	<u>Proposal Amount</u>	<u>Calendar Days</u>
1) Bauer Foundation Corp	\$2,061,695.00	120

References

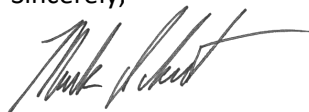
FNI spoke with one reference provided. The reference spoke highly of Bauer and stated that they were responsive, well qualified and communicated very effectively during the course of the work. The reference considered Bauer's work well above average and was very happy with their overall performance.

Recommendation

Our review indicates that Bauer appears to have satisfactory experience and qualifications. Based on this information, FNI recommends that Tarrant Regional Water District award the construction contract for this project to Bauer in the amount of \$2,061,695.00.

We appreciate the opportunity to be of continued service to the District.

Sincerely,



Mark Ickert, P.E.
Project Manager

cc: Louie Verreault, P.E.
Dorota Koterba, P.E.
Jason Gehrig, P.E.
James Johnson, P.E.
Veronica Enriquez



Freese & Nichols, Inc.
801 Cherry Street, Suite 2800
Fort Worth, TX 76102
BID TABULATION

Client: Tarrant Regional Water District Project: Eagle Mountain Dam Side Channel Spillway Seepage Remediation Bid Date: 11/08/2021 Project No.: TCW20547				Bauer Foundation Corp. 13203 Byrd Legg Drive Odessa, FL 33556		Average of Bids		Engineer's Estimate	
#	Description	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Mobilization and Demobilization	1	LS	\$347,093.00	\$347,093.00	\$347,093.00	\$347,093.00	\$109,800.00	\$109,800.00
2	Care of Water During Construction	1	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$30,000.00	\$30,000.00
3	Clearing and Grubbing	1	LS	\$98,348.00	\$98,348.00	\$98,348.00	\$98,348.00	\$36,000.00	\$36,000.00
4	Stormwater Pollution and Prevention Plan	1	LS	\$62,465.00	\$62,465.00	\$62,465.00	\$62,465.00	\$42,000.00	\$42,000.00
5	Traffic Control	1	LS	\$112,536.00	\$112,536.00	\$112,536.00	\$112,536.00	\$36,000.00	\$36,000.00
6	Cutter Soil Mixing Cutoff Wall	1,500	CY	\$644.06	\$966,090.00	\$644.06	\$966,090.00	\$1,200.00	\$1,800,000.00
7	Spillway Abutment Closure Grouting	1	LS	\$374,651.00	\$374,651.00	\$374,651.00	\$374,651.00	\$120,000.00	\$120,000.00
8	Wells Burnett Road Reconstruction	1	LS	\$73,958.00	\$73,958.00	\$73,958.00	\$73,958.00	\$90,000.00	\$90,000.00
9	Grassing	1	LS	\$26,554.00	\$26,554.00	\$26,554.00	\$26,554.00	\$42,000.00	\$42,000.00
TOTAL AMOUNT - BASE BID					\$2,061,695.00		\$2,061,695.00		\$2,305,800.00

Note: Engineer's estimate includes 20% contingency that is distributed across Line Items No. 2 - 9
Line Item No. 1 in Engineer's Estimate equals 5% of Line Items No. 2 - 9.

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 6

DATE: December 14, 2021

SUBJECT: Consider Approval of Contract with Davis Crane Service for a 110 Ton Hydraulic Crawler Crane

FUNDING: Fiscal Year 2022 Revenue Fund Budget - \$80,000

RECOMMENDATION:

Management recommends approval of a contract **in an amount not-to-exceed \$80,000** with Davis Crane Service for a 110 ton hydraulic crawler crane.

DISCUSSION:

This contract is for Davis Crane Service to perform the annual predictive maintenance pipe replacement, consisting of replacing 17 damaged segments of the 72" Cedar Creek Pipeline during FY2022. The targeted segments have been identified through the District's Pipeline Integrity Program. The damaged segments are in Section II located between Debbie Lane and Gertie Barrett Road just upstream of the Kennedale Balacing Reservoir.

Six companies were solicited and two sealed bids were received. Davis Crane Company submitted the lowest conforming bid.

This item was reviewed by the Construction and Operations Committee on December 10, 2021.

Submitted By:

Darrell Beason
Chief Operations Officer



Bid Tabulation

ITB No.

22-028

Description

CRAWLER CRANE AND OP

Due Date and Time

November 30, 2021 at 2P

Company Name	Bid Amount
Davis Crane	\$69,750.00
Anvil Pile Driving	\$108,050.00

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 7

DATE: December 14, 2021

SUBJECT: Consider Approval of Capital Expenditure Revision

FUNDING: Fiscal Year 2022 Revenue Fund

RECOMMENDATION:

Management recommends approval of capital expenditure revision as outlined on the attached spreadsheet.

DISCUSSION:

At the September 21, 2021 board meeting, three Chevrolet ½ Ton 4wd Crew Cab Pickups offered by Caldwell Country Chevrolet were approved for purchase. Subsequent to approval, Chevrolet stopped production and accepting orders of all models of Chevrolets from the Buyboard cooperative purchasing program. The next lowest vendor is Silsbee Ford, offering the Ford ½ Ton 4wd Crew Cab Pickup through the State of Texas cooperative purchasing program, TXSmartbuy.

The District will be utilizing TXSmartbuy in accordance with Local Government Code 271.083.

This item was reviewed by the Construction and Operations Committee on December 10, 2021.

Submitted By:

Darrell Beason
Chief Operations Officer

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

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

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 8

DATE: December 14, 2021

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

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends a change in the calculation of the retainage being held for BAR Constructors, Inc. (BAR) to 2.5% equal to \$1,615,495.61 of the contract price and release of retainage currently held above this limit. All remaining contract payments are to be made in full, the Board having found that the work is substantially complete in accordance with the contract provisions for partial utilization, that satisfactory progress is being made, and the amount retained exceeds the amount to complete the work and adequate for the protection of the District. However, any changes to the contract price by change order or alternate base bid work for the project will require adjustment to the retainage schedule. The total current contract price is \$64,619,824.38 with total retainage held to date at \$3,230,991.22. With approval, \$1,615,495.61 equivalent to 2.5% of the Contract Price will be retained until final completion of the project.

DISCUSSION:

The Joint Cedar Creek Pump Station of the Integrated Pipeline Project is part of the system that will enable pumping of existing permitted water from Cedar Creek Reservoir to the existing TRWD system near Kennedale. BAR previously completed a Package 1 contract consisting of the intake channel and substructure pump wet well. In July 2018, the District entered into a contract with BAR Constructors, Inc. for construction of the Joint Cedar Creek Lake Pump Station Package 2 to consist of site work pump station and chemical generation/feed facilities, conveyance piping and appurtenances, Owner Furnished Equipment installation, and all supporting mechanical, electrical, instrument, control, security, communications, and civil systems. In September 2019 the Board, having found that the work was 50% completed and satisfactory progress was being made, authorized a change in calculation of retainage being held for BAR Constructors, Inc. to 5% of the contract price.

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

BAR and Ebara have been unable to reach final Substantial Completion due to COVID-19 national and international travel restrictions and impacts to labor, equipment and material procurement, on sub-contractors, and suppliers. BAR has requested a partial release of retainage to pay sub-contractors and suppliers for work that is complete and in use, consisting of roads, driveways, paving, fencing, buildings and enclosures, process piping, exhaust systems, bridge crane, miscellaneous metals (gratings, stairs, bollards, railings, etc.), communications and low voltage electrical systems.

The BAR Contract and General Conditions allow for adjustments in retainage based on utilization of various parts of the work for their respective purposes as follows –

15.04 Partial Utilization

- A. Owner may use or occupy substantially completed parts of the Work which are specifically identified in the Contract Documents, or which OPT and Contractor agree constitutes a separately functioning and usable part of the Work prior to Substantial Completion of the Work. Owner must be able to use that part of the Work for its intended purpose without significant interference with Contractor's performance of the remainder of the Work. Contractor and OPT are to follow the procedures of Paragraph 15.03 for this part of the Work.
- B. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Article 6.

Integrated Pipeline Standard General Conditions for Construction Contracts

November 4, 2015

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- D. Owner may pay Contractor 100 percent of the Work completed, less amounts withheld in accordance with Paragraph 15.01.G of the General Conditions and less 200 percent of PCM's estimate of the value of Work to be completed or corrected to reach Final Completion. This reduction in retainage is at the Owner's sole discretion, and depends on any concerns the Owner may have with regard to the ability of the Contractor to complete the remaining Work in accordance with the Contract Documents or within the time frame established by this Agreement. Release or reduction in retainage is contingent upon approval of the Owner's Board, approval of TWDB and consent of surety to such reduction in retainage.

The Texas Water Code Section 49.276(d) allows reduction in retainage:

Sec. 49.276. PAYMENT FOR CONSTRUCTION WORK. (a) The district shall pay the contract price of construction contracts only as provided in this section.

(d) In making progress payments, 10 percent of the estimated amount shall be retained until final completion and acceptance of the contract work. However, if the board at any time after 50 percent of the work has been completed finds that satisfactory progress is being made, it may authorize any of the remaining progress payments to be made in full. Also, if the work is substantially complete, the board, if it finds the amount retained to be in excess of the amount adequate for the protection of the district, at its discretion may release to the contractor all or a portion of the excess amount.

The total current contract price is \$64,619,824.38 with total retainage held to date at \$3,230,991.22. BAR's project performance is satisfactory and working toward an anticipated final completion between December 2021 and January 2022. Program Management is requesting permission to release retainage of \$1,615,495.61 and hold retainage of \$1,615,495.61 being equal to 2.5% of the Contract Price.

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

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

This item was reviewed by the Construction and Operations Committee on December 10, 2021.

Submitted By:

Ed Weaver
IPL Program Manager



Memo

TO: Ed Weaver
FROM: Jonathan Tran
COPY: Coy Veach, Robert Allen
DATE: 11/23/2021
SUBJECT: Consider Approval of a Change in Calculation of Retainage to BAR Constructors for the Joint Cedar Creek Lake Pump Station (JCC1) Package 2 Project.

BAR Constructors has reached the final completion stage of the JCC1 Project and currently working on punchlist items. BAR Constructors' work on the project is acceptable and there are no outstanding issues that would indicate that a higher amount of retainage should be held. In accordance with the terms of the Agreement, the District can, under these circumstances, change the calculation of the retainage being held hold retainage to the amount representing 2.5% of the total Contract Price if they determine that the amount retained is adequate for the protection of the District.

BAR Constructors' performance has been satisfactory to date and BAR has provided written consent of its Surety to the reduction in retainage.

The current Contract Price and amount subject to retainage is \$64,619,824.38. It is recommended that District hold retainage in the amount of \$1,615,495.61 until the Project is complete and make adjustments to this amount if any changes are made to the Contract Price by Change Order or alternate base bid work for the Project.

The Consent of Surety to Reduction in Retainage is attached.

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

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

Surety Company agrees to the reduction in retainage to \$ 1,615,495.61

Date: November 23, 2021

Name of Surety Company: Hartford Fire Insurance Company

Signature: 
Authorized Representative

Title: Dawn Davis, Attorney-in-Fact

Address: 3000 Internet Drive, #600

Frisco, TX 75034

Email: Dawn.Davis@Marshmma.com

(Attach Power of Attorney and place surety seal below)



TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 9

DATE: December 14, 2021

SUBJECT: Consider Approval of Reconciliation Change Order with Lambda Construction, Ltd. for Joint Cedar Creek Lake Pump Station High Voltage Substation Project of the Integrated Pipeline Project

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends approval of a reconciliation credit change order **in the amount of (\$286,186.33)** for unused contract extra work and allowance items with Lambda Construction for the Joint Cedar Creek Lake Pump Station High Voltage Substation. The current contract price is \$5,826,353.00 and the revised total not to exceed contract price, including this change order, will be \$5,540,166.67. Retainage for the revised contract price will be revised to \$141,898.13 and be released at final completion.

DISCUSSION:

The purpose of this change order is to reconcile unused additional unit price work items, extra work items and allowances contained in the contract. The extra work and allowance items pertain to ductbanks, pavement, access gate, witness test travel and drilled piers. This change order also increases the contract time Final Completion date to November 30, 2021.

Contract Time Increase	62 Days
Extra Work Items and Allowances	<u>(\$286,186.33)</u>
	(\$286,186.33)

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 December 10, 2021.

Submitted By:

Ed Weaver
IPL Program Manager

Memo



TO: Ed Weaver

FROM: Jonathan Tran

COPY: Coy Veach

DATE: November 19, 2021

SUBJECT: Consider Approval of a Reconciliation Change Order with Lambda Construction, Inc. for the JCC1HV project as part of the Integrated Pipeline Project.

The purpose of this Memo is to document the items being proposed in Change Order #8.

1. Increase the Final Completion contract time by 62 days to 11/30/2021
2. Reconciliation of the Allowances and Extra Work Items outlined in Attachment A included with this agenda item. (\$286,186.33)

The original contract value was \$5,476,000.00. Approved change orders to date totaling \$350,353.00 put the current contract value at \$5,826,353.00. The total amount of this credit change order of \$286,186.33 reduces the total contract value to \$5,540,166.67.

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 10

DATE: December 14, 2021

SUBJECT: Consider Approval of Release of Retainage, Final Payment, and Contract Closeout with Lambda Construction, Ltd. for Joint Cedar Creek Lake Pump Station High Voltage Substation Project of the Integrated Pipeline Project

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends approval of release of retainage and final payment **in the amount of \$175,295.13** and contract closeout with Lambda Construction, Ltd. for the Joint Cedar Creek Lake Pump Station High Voltage Sub-Station. The original contract value was \$5,476,00 and with approved change orders to date totaling \$64,166.67 puts the final contract value at \$5,540,166.67.

DISCUSSION:

Lambda successfully completed construction of JCC1HV of the Integrated Pipeline on October 29, 2021 and there are no outstanding issues. The sub-station has also been recently been providing power for preliminary Joint Cedar Creek Lake Pump Station pump tests. Lambda has provided written consent of its surety to final payment and the required affidavits regarding payment of debts and claims and release of liens. Management is requesting permission to release \$175,295.13 to Lambda Construction, Ltd. as final payment.

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

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

This tem was reviewed by the Construction and Operations Committee on December 10, 2021.

Submitted By:

Ed Weaver
IPL Program Manager

Memo



TO: Ed Weaver

FROM: Jonathan Tran

COPY: Coy Veach, Robert Allen, Shelly Hattan

DATE: December 14, 2021

SUBJECT: Consider Approval of Release of Retainage, Final Payment and Closeout to Lambda Construction, Ltd. for JCC1HV Project of the Integrated Pipeline Project

Lambda Construction, Ltd. completed construction of the above referenced project on October 29, 2021. The current Contract Price is \$5,540,166.67. The amount remaining to be paid to the Contractor is the retainage and final change order additions in the amount of \$175,295.13. Lambda's work on the project is acceptable and there are no outstanding issues.

Lambda Construction, Ltd. 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 making Final Payment in the amount of \$175,295.13 to Lambda Construction, Ltd.

Consent of Surety to Final Payment

Project:	<u>Joint Cedar Creek PS – High Voltage (JCC1HV)</u>	Project Number:	<u>3415</u>
Owner:	<u>Tarrant Regional Water District</u>		
Contractor:	<u>Lambda Construction I, Ltd.</u>		<u>E-17-562</u>
Engineer:	<u>Burns & McDonnell Engineering</u>		<u>62270</u>

The Surety Company, on bond of the Contractor listed above for the referenced Project, in accordance with the Contract Documents, hereby approves final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to the Owner under the terms of the Contract and as set forth in said Surety Company's bond.

Date: November 18, 2021

Name of Surety Company: Hartford Fire Insurance Company

Signature:

Betty J. Reeh
Authorized Representative

Title: Betty J. Reeh, Attorney-in-Fact

Address: One Hartford Plaza

Hartford, CT 06115

Email: breeh@ib-tx.com

(Attach Power of Attorney and place surety seal below)

Consent of Surety to Final Payment

Affidavit of Release of Liens

Project:	<u>Joint Cedar Creek PS – High Voltage (JCC1HV)</u>	Project Number:	<u>3415</u>
Owner:	<u>Tarrant Regional Water District</u>		
Contractor:	<u>Lambda Construction I, Ltd.</u>		<u>E-17-562</u>
Engineer:	<u>Burns & McDonnell Engineering</u>		<u>62270</u>

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

Exceptions:

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

None.

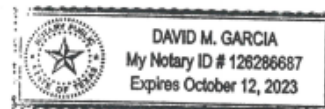
Contractor: Lambda Construction I, Ltd.

By: 
Title: President, Limited Partner

Subscribed to and sworn before me this 18th day of November 20 21.

Notary Public:  (place Notary Seal below)

My Commission Expires: Oct 12, 2023



Affidavit of Payment of Debts and Claims

Project:	Joint Cedar Creek PS – High Voltage (JCC1HV)	Project Number:	
Owner:	Tarrant Regional Water District		3415
Contractor:	Lambda Construction I, Ltd.		E-17-562
Engineer:	Burns & McDonnell Engineering		62270

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

Exceptions:

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

None.

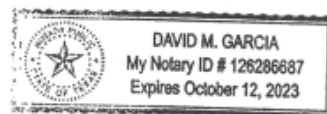
Contractor: Lambda Construction I, Ltd.

By: Conor Shullanberger
 Title: President, Limited Partner

Subscribed to and sworn before me this 18th day of November 20 21.

Notary Public: [Signature] (place Notary Seal below)

My Commission Expires: Oct 12, 2023



TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 11

DATE: December 14, 2021

SUBJECT: Consider Approval of Release of Retainage, Final Payment, and Contract Closeout with IPL Partners for Sections 10 and 11 of the Integrated Pipeline Project

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends release of retainage and final payment **in the amount of \$358,631.98** and contract closeout with IPL Partners PL1011 Project of the Integrated Pipeline. The original contract value was \$43,208,500, and with approved change orders to date totaling (\$1,185,554.74) the final contract value is \$42,022,945.26.

DISCUSSION:

IPL Partners successfully completed construction of Sections 10 and 11 on September 6, 2019 and put into service with no performance issues. IPL Partners recently achieved final completion with acceptance of reestablished ground cover on the right-of-way. IPL Partners has provided the required affidavits regarding Consent of Surety to Final Payment, Affidavit of Release of Liens, and Affidavit of Payments of Debts and Claims.

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 December 10, 2021.

Submitted By:

Ed Weaver
IPL Program Manager



Memo

TO: Ed Weaver

FROM: Mark Lyon

COPY: Coy Veach

DATE: November 15, 2021

SUBJECT: Consider Approval of Release of Retainage, Final Payment and Closeout to IPL Partners for Construction of Integrated Pipeline Sections 10 and 11 Project.

IPL Partners completed construction of the above referenced project on September 06, 2019. The current Contract Price is \$42,022,945.26. The amount remaining to be paid to the Contractor is retainage in the total amount of \$358,631.98. IPL Partners' work on the project is acceptable and there are no outstanding issues.

IPL Partners 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, and Affidavit of Payments of Debts and Claims are attached.

We recommend making Final Payment in the amount of \$358,631.98. to IPL Partners

Consent of Surety to Final Payment

Project:	<u>PL1011</u>	Project Number:	<u>2970</u>
Owner:	<u>Tarrant Regional Water District</u>		<u>16-1-73</u>
Contractor:	<u>IPL Partners</u>		<u>193961</u>
Engineer:	<u>Black and Veatch</u>		

The Surety Company, on bond of the Contractor listed above for the referenced Project, in accordance with the Contract Documents, hereby approves final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to the Owner under the terms of the Contract and as set forth in said Surety Company's bond.

Bond #PRF9215859

Date: July 9, 2021

Name of Surety Company: Zurich American Insurance Company

Signature: Linda K. Edwards
Authorized Representative

Title: Linda K. Edwards, Attorney-in-Fact

Address: 15303 Dallas Parkway, Suite 800

Addison, TX 75001

Email: linda@fsifw.com

(Attach Power of Attorney and place surety seal below)



Consent of Surety to Final Payment

Affidavit of Release of Liens

Project:	<u>PL1011</u>	Project Number:	<u>2970</u>
Owner:	<u>Tarrant Regional Water District</u>		
Contractor:	<u>IPL Partners</u>		<u>16-1-73</u>
Engineer:	<u>Black and Veatch</u>		<u>193961</u>

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

Exceptions:

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

Contractor:

By: 
 Title: CFO

Subscribed to and sworn before me this 13th day of July 20 21.

Notary Public:  (place Notary Seal below)


My Commission Expires: May 17, 2022

Affidavit of Payment of Debts and Claims

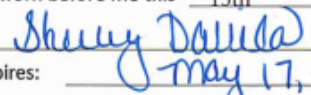
Project:	<u>PL1011</u>	Project Number:	<u>2970</u>
Owner:	<u>Tarrant Regional Water District</u>		
Contractor:	<u>IPL Partners</u>		<u>16-1-73</u>
Engineer:	<u>Black and Veatch</u>		<u>193961</u>

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

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

Contractor:
By: 
Title: CEO

Subscribed to and sworn before me this 13th day of July 2021.

Notary Public:  (place Notary Seal below)
My Commission Expires: May 17, 2022

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 12

DATE: December 14, 2021

SUBJECT: Consider Approval of Reconciliation Change Order with Thalle Midlothian Partners for Sections 17 and 18 of the Integrated Pipeline Project

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends approval of a reconciliation credit change order **in the amount of (\$2,708,596.01)** for unused contract additional unit price bid base items, extra work items, and allowance items with Thalle Midlothian Partners for Section PL1718. The current contract price is \$45,795,829.77 and the revised total not-to-exceed contract price, including this change order, will be \$43,087,233.76. Retainage for the revised contract price will be revised to \$1,126,486.80 and be released at final completion.

DISCUSSION:

The purpose of this change order is to reconcile unused additional unit price bid base items, extra work items, and allowance items contained in the contract and change proposals. These extra work items and allowances would have been used for unexpected geotechnical conditions, drilled piers, pipe zone embedment, flowable fill encasement, concrete, inspection/tests travel allowances, etc. This change order also increases the contract time Final Completion date to September 29, 2021.

Contract Time Increase	1091 Days
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Extra Work Items and Allowances	<u>(\$2,708,596.01)</u>
	(\$2,708,596.01)

Staff 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 December 10, 2021.

Submitted By:

Ed Weaver
IPL Program Manager

Memo



TO: Ed Weaver

FROM: Mark Lyon

COPY: Coy Veach

DATE: December 10, 2021

SUBJECT: Consider Approval of a Reconciliation Change Order with Thalle Midlothian Partners for the Integrated Pipeline Section 17 &18 Project.

The purpose of this Memo is to document the items proposed in Change Order 0008.

Contract time addition	1091 days
Bid Base, Extra Work, and Allowances Items	\$(2,721,076.01)

The original contract value was \$45,320,983.27. Approved change orders to date totaling \$474,846.50 put the current contract value at \$45,795,829.77. The total amount of this credit change order of \$(2,708,576.01) reduces the total contract value to \$43,087,253.76.

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 13

DATE: December 14, 2021

SUBJECT: Consider Approval of Release of Retainage, Final Payment, and Contract Closeout with Thalle Midlothian Partners for Sections 17 and 18 of the Integrated Pipeline Project

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends release of retainage and final payment **in the amount of \$1,126,486.80** and contract closeout with Thalle Midlothian Partners PL1718 Project of the Integrated Pipeline. The original contract value was \$45,320,983.27 and with approved change orders to date totaling \$(2,233,749.51) puts the final contract value at \$43,087,233.76.

DISCUSSION:

Thalle Midlothian Partners successfully completed construction of Sections 17 and 18 on September 29, 2021 and put into service with no performance issues. Thalle Midlothian Partners recently achieved final completion with acceptance of reestablished ground cover on the right-of-way. Thalle Midlothian Partners has provided the required affidavits regarding Consent of Surety to Final Payment, Affidavit of Release of Liens, and Affidavit of Payments of Debts and Claims.

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

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

This item was reviewed by the Construction and Operations Committee on December 10, 2021.

Submitted By:

Ed Weaver
IPL Program Manager



Memo

TO: Ed Weaver

FROM: Mark Lyon

COPY: Coy Veach

DATE: December 10, 2021

SUBJECT: Consider Approval of Release of Retainage, Final Payment and Closeout to Thalle Midlothian Partners for the Integrated Pipeline Section 17 &18 Project.

Thalle Midlothian Partners completed construction of the above referenced project on September 29, 2019. The current Contract Price is \$43,087,253.76. The amount remaining to be paid to the Contractor is retainage in the total amount of \$1,126,486.80. Thalle Midlothian Partners' work on the project is acceptable and there are no outstanding issues.

Thalle Midlothian Partners 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, and Affidavit of Rel are attached.

We recommend making Final Payment in the amount of \$1,126,486.80 to Thalle Midlothian Partners.

Bond #8245-20-89 Federal Insurance Company
Bond #015053843 Liberty Mutual Insurance Company

Consent of Surety to Final Payment

Project:	<u>PL1718</u>	Project Number:	<u>3155</u>
Owner:	<u>Tarrant Regional Water District</u>		
Contractor:	<u>Thalle Midlothian Partners</u>		<u>16-250</u>
Engineer:	<u>Parsons</u>		<u>447665</u>

The Surety Company, on bond of the Contractor listed above for the referenced Project, in accordance with the Contract Documents, hereby approves final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to the Owner under the terms of the Contract and as set forth in said Surety Company's bond.

Date: December 2, 2021

Name of Surety Company: Federal Insurance Company
Liberty Mutual Insurance Company

Signature: 
Authorized Representative

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

Address: 202B Hall's Mill Road
Whitehouse Station, NJ 08889
175 Berkeley Street
Boston, MA 02116

Email: krystal.stravato@americanglobal.com
(Attach Power of Attorney and place surety seal below)

Consent of Surety to Final Payment

Affidavit of Release of Liens

Project:	PL1718	Project Number:	
Owner:	Tarrant Regional Water District		3155
Contractor:	Thalle Midlothian Partners		16-250
Engineer:	Parsons		447665

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

Exceptions:

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

None

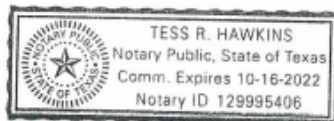
Contractor:

By: John Zym
 Title: Project Executive

Subscribed to and sworn before me this 2nd day of December 20 21.

Notary Public: Shelley Hallie (place Notary Seal below)

My Commission Expires: 10-16-2022



Affidavit of Payment of Debts and Claims

Project:	<u>PL1718</u>	Project Number:	<u>3155</u>
Owner:	<u>Tarrant Regional Water District</u>		
Contractor:	<u>Thalle Midlothian Partners</u>		<u>16-250</u>
Engineer:	<u>Parsons</u>		<u>447665</u>

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

Exceptions:

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

None

Contractor:

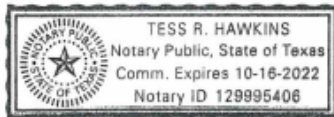
By: John Zym

Title: Project Executive

Subscribed to and sworn before me this 2nd day of December 20 21.

Notary Public: Tess R. Hawkins (place Notary Seal below)

My Commission Expires: 10-16-2022



TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 15

DATE: December 14, 2021

SUBJECT: Executive Session

FUNDING: N/A

RECOMMENDATION:

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

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

DISCUSSION:

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

Submitted By:

Alan Thomas
Deputy General Manager

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 16

DATE: December 14, 2021

SUBJECT: Consider Approval and Adoption of the Following Proposed Board Policies Effective January 1, 2022: Arbitrage Policy, Budget Policy, Capital Asset Policy, General Fund Reserve Policy, Investment Policy, Other Post-Employment Benefits Funding Policy, Public Information Policy, Records Management Policy

FUNDING: N/A

RECOMMENDATION:

Management recommends approval and adoption of the following proposed Board Policies: Arbitrage Policy, Budget Policy, Capital Asset Policy, General Fund Reserve Policy, Investment Policy, Other Post-Employment Benefits Funding Policy, Public Information Policy, Records Management Policy.

DISCUSSION:

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

This is an opportunity for board consideration, approval, and adoption of the following proposed Board Policies that cover the functional areas of Finance, Public Information, and Records Management:

Arbitrage Policy, Budget Policy, Capital Asset Policy, General Fund Reserve Policy, Investment Policy, Other Post-Employment Benefits Funding Policy, Public Information Policy, and Records Management Policy

One change was made to the Records Management Policy between the November version and today's version:

XXX.4 We removed the specific naming of the Chief Administrative Officer as the District's Records Management Officer.

The new language states "The Board of Directors will designate a TRWD employee to serve as and perform the duties of the District's Records Management Officer, as prescribed under Texas Local Government Code § 203.023."

The Chief Administrative Officer is currently the Board-designated Records Management

Officer; however, the revised language allows the designation to change via a regular agenda item versus also requiring an amendment to a Board Policy.

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

This item was reviewed by the Administration and Policy Committee on December 9, 2021.

Submitted By:

Lisa Cabrera
Chief Human Resources Officer

XXX.0 ARBITRAGE POLICY

To maintain tax-exempt status for its governmental bonds, TRWD, as the issuer of the bonds, must comply with federal tax laws that are in effect at the time of issuance of the bonds and over the period that the bonds are outstanding. To assist in the timely detection and correction of a potential violation of federal tax law, post-issuance compliance policies and procedures should be identified and observed. Compliance with the rules set forth in this Policy and TRWD's post-issuance compliance procedures must be documented by records that meet IRS regulations. This Policy also serves as documentation in the event of an IRS audit.

Federal tax laws and regulations restrict the amount of arbitrage that can be earned and retained from investing the proceeds of tax-exempt bonds. There are two categories of restrictions; if either are not satisfied, the tax-exempt bonds become arbitrage bonds and could lose their tax-exempt status. The two categories of restriction are:

- Yield Restriction – bond proceeds may not be invested at a materially higher yield than the yield on the bonds, and
- Rebate – any actual earnings in excess of the yield on the bonds must be paid as a “rebate” to the federal government. Rebate, if any, is due every five years or when bonds are paid off, either at maturity or redemption.

To comply with both the yield restriction and rebate rules, an issuer needs to have procedures that identify the type of, and return on, investments made with bond proceeds and when proceeds are spent.

XXX.1 Designation of Compliance Officer. The Director of Finance will serve as TRWD's Compliance Officer. The Compliance Officer is responsible for overseeing compliance efforts related to this Arbitrage Policy, identifying any potential or actual noncompliance with the tax rules relating to the tax-exempt bonds and recommending action to correct any identified areas of noncompliance. The Compliance Officer will review any prior post-issuance compliance and remedial action procedures, tax documents for existing and future bonds and the related information returns, if any, filed in connection with the bonds (examples of these returns include IRS Forms 8038, 8038-G, 8038-TC or 8038-CP) and the instructions for such informational returns. The Compliance Officer will consult with bond counsel and other professionals as needed.

XXX.2 Training for Compliance Officer. Compliance training for the Compliance Officer and any individuals delegated duties associated with this Policy includes consulting with bond counsel to discuss monitoring compliance with applicable tax laws prior to the issuance of a new bond and attendance at post-issuance compliance trainings organized by bond counsel, the Internal Revenue Service, or entities such as the National Association of Bond Lawyers, the Government Finance Officers Association or similar organizations once every two years.

XXX.3 Succession Planning. TRWD will ensure that, if the current Compliance Officer leaves this position, the responsibility for tax compliance will be explained in detail to his or her successor and compliance training will be provided to the incoming Compliance Officer.

XXX.4 Annual Due Diligence Reviews. The Compliance Officer will annually review:

- This policy;
- Tax and financing documents relating to the issuer's outstanding bonds;
- Information returns for such bonds; and
- The status and use of the bond-financed or refinanced property.

In addition to this annual review, the Compliance Officer will work with TRWD's Financial Advisor to ensure that a review and, where applicable, any annual required calculation, is completed at the following intervals:

- Six months prior to each five-year anniversary of the issue or the execution and delivery date of the bonds;
- Within 30 days of the date the bonds are retired, defeased, refunded, or terminated;
- When any rebate payment is made; and
- If any of the representations, statements, circumstances, or expectations of the issuer that are set forth in the tax or financing documents for bonds are no longer true, have changed or have not come to pass.

The foregoing review will be made for the purposes of identifying any possible violation of federal tax requirements related to the bonds and to ensure the timely correction of those violations pursuant to the remedial action provisions outlined above or through the voluntary closing agreement program of the Internal Revenue Service. If any possible violation is identified, the Compliance Officer will notify the General Manager, the Chief Financial Officer, and TRWD's bond counsel so that any existing or expected violation can be corrected.

The Compliance Officer shall establish an Arbitrage Policy and Procedures checklist for documentation of annual review.

XXX.5 Records Retention. All records shall, at minimum, be retained in accordance with the Texas State Library and Archives Commission schedules and TRWD's Records Management Policy and Records Retention Schedules. The

Compliance Officer in coordination with the Records Management Officer shall establish and implement specific records retention procedures related to the books and records for any bond issue.

Management and retention of records related to the TRWD's bonds will be supervised by the Compliance Officer in coordination with the Records Management Officer. Records shall be retained an additional three years after the life of the bond or the life of any refunding bonds. These records should include information relating to:

- General information regarding the bond issue;
- Expenditure of the bond proceeds;
- Use, ownership, and disposition of bond-financed facilities; and
- Investment of gross proceeds of the bonds.

Records may be in the form of documents or electronic copies of documents, appropriately indexed to specific bond issues and compliance functions.

The District's Records Management Department maintains the physical and electronic storage of the arbitrage documents. Documents cannot be destroyed without the written authorization of both the Compliance Officer and the Chief Financial Officer.

XXX.6 Post-Issuance Tax Compliance Procedures. The Compliance Officer shall establish and implement Post-Issuance Tax Compliance Procedures for TRWD to:

1. Maximize its compliance with federal law requirements applicable to its outstanding tax-exempt bonds; and
2. Identify and resolve any noncompliance matters, on a timely basis, to preserve the tax-exempt status of the outstanding bonds.

XXX.7 Bond Counsel Review. The Compliance Officer may work with TRWD's retained bond counsel to assist in implementing the Post-Issuance Tax Compliance Procedures including, but not limited to, assistance in the following areas:

- Rebate calculations and compliance;
- Records retention,
- Periodic review of Bond Records for compliance with federal tax laws regarding private business use,
- Determination of whether a violation of federal tax law requirements applicable to that Bond issue may have occurred and the Issuer's options

to address the violation so the preferential tax status of the Bond issue is maintained,

- Termination or modification of any interest rate swaps or other derivatives,
- Modifications to Bond Documents, and
- Other federal tax law compliance, including any annual reporting requirements that may be imposed by the IRS.

XXX.0 BUDGET POLICY

The General Manager or designee shall prepare annual budgets for the General Fund and Revenue Fund to allow TRWD to plan and control costs during the fiscal year. The General Fund Budget and Revenue Fund Budget will be presented to and approved by the TRWD's Board of Directors prior to October 1 of each year.

XXX.1 Annual General Fund Budget. The General Fund Budget will include revenue from investments, lease and concession fees, District property taxes, and other related sources of revenue. General Fund expenditures are related to the flood control and recreation functions of the District. These items are estimated by TRWD staff through historic data, projections and discussion with appropriate District personnel and associates. The Board may designate through the budget process any General Fund revenues or expenses to be included in the Governmental Contingency Fund instead of the annual operating General Fund Budget. The General Fund Budget shall be prepared incorporating the concepts of Fund Accounting.

The General Fund Budget shall be reviewed by the General Manager and the Executive Team or Leadership Team before presentation to the Board.

XXX.2 Annual Revenue Fund Budget. The Revenue Fund Budget includes revenue from the sale of water, investment income, and other related sources of revenue. Revenue Fund expenses are those arising from the sale of water and providing for the on-going maintenance of the water delivery system. These costs will include utility costs, debt service costs, and maintenance on the water delivery system. Like the General Fund, these items are estimated by TRWD staff through historic data, projections and appropriate discussion. The Revenue Fund Budget shall be prepared incorporating the concepts of Fund Accounting.

The Revenue Fund Budget shall be reviewed by the General Manager and the Executive Team or Leadership Team before presentation to the Board.

XXX.3 Changes to the Adopted Budgets. The General Manager is authorized to make adjustments within the General Fund Budget or Revenue Fund Budget so long as the adjustment does not exceed the total fund budget and the adjustment is within the General Manager's authority under other Board policies.

XXX.4 Cost Controls. The General Manager or designee shall control costs by monitoring the General Fund Budget and Revenue Fund Budget on a quarterly basis through a comparison of actual vs. budget. The General Manager shall ensure that the analysis of the comparison, along with an explanation of over-and-under-amounts is furnished to the Board of Directors on a quarterly basis.

XXX.0 CAPITAL ASSET POLICY

XXX.1 Purpose. The purpose of this Policy is to establish guidelines regarding TRWD's classification of capital assets and the financial statement impact of those capital assets.

XXX.2 Scope. This Capital Asset Policy applies to all TRWD departments, divisions, and offices.

XXX.3 Definition of Capital Asset. A Capital Asset is a cost which is incurred to increase the future economic benefits of TRWD. In contrast, costs that do not increase the future economic benefits of TRWD and are incurred to maintain the existing benefits are considered expenses or expenditures.

XXX.4 Asset Capitalization Threshold.

Long-Life Assets: To qualify as a capital expenditure, the item must be in excess of \$20,000, have a useful life of greater than twenty (20) years, and one of the following must apply:

The item must:

- Create a new asset;
- Extend the life of an existing asset; or
- Materially increase the value of the asset

The District has the following types of Long-Life Assets depreciated over the following number of years:

- Dams and spillways – 50 years
- Pipelines – 50 years
- Wetlands – 50 years
- Communications – 50 years
- Other Project Costs – 50 years
- Buildings – 20 years

Temporary Assets: To qualify as a capital expenditure, the item must be in excess of \$10,000* and have a useful life of at least five (5) years but fewer than twenty (20) years.

The District has the following types of Temporary Assets depreciated over the following number of years:

- Machinery and Equipment – 5 years
- Technology Systems – 10 years

* individually, the cost must exceed \$10,000 - not the sum total of several pieces.

XXX.5 Asset System Maintenance. The Finance Director is responsible for the maintenance and reporting of capital assets based on this Policy.

XXX.6 Capitalized Interest. Effective in Fiscal Year 2018, the Government Accounting Standards Board (GASB) no longer requires capitalization of interest as part of the cost of acquiring certain assets. The interest cost is now recognized as an expense.

XXX.7 Specified Qualifying Asset. TRWD's Water System, as a whole, constitutes a specified qualifying asset as it is treated, managed, and maintained as one system. Every project that changes any piece of TRWD's Water System must be analyzed for its effect on the System as a whole.

XXX.0 General Fund Reserve Policy

XXX.1 Purpose. TRWD desires to maintain a prudent level of financial resources to guard against unexpected temporary revenue shortfalls or unpredicted one-time expenditures. The General Fund Reserves are accumulated and maintained to provide stability and flexibility to respond to unexpected adversity and/or opportunities. This Policy is intended to document the appropriate General Fund Reserve level to protect TRWD's creditworthiness.

This Policy establishes the amounts the District will strive to maintain in its General Fund Reserve, how the General Fund Reserve will be funded, and the conditions under which General Fund Reserves may be used.

XXX.2 Scope. This Policy shall apply to the General Fund.

XXX.3 Definitions and Acronyms.

Cash Balance: The sum of cash and cash equivalents of an accounting fund.

Cash Equivalent: In the context of cash flows reporting, cash equivalent means short-term, highly liquid investments that are both (1) readily convertible to known amounts of cash and (2) so near the investments' maturity that they present insignificant risk of changes in value because of changes in interest rates. Generally, only investments with original maturities of three months or less meet this definition. For this purpose, "original maturity" means maturity as of the date the investment is acquired.

Fund Balance: The difference between (1) assets and deferred outflows of resources and (2) liabilities and deferred inflows of resources in a governmental fund.

General Fund: Used to account for all financial resources not accounted for in some other fund.

Non-Recurring Item: An expenditure that has not occurred in the previous two years and is not expected to occur in the following year.

Reserve: The portion of the Fund Balance that is intended to provide stability and respond to unplanned events or opportunities.

TIF: The Tax Increment Finance agreement with the City of Fort Worth which collects incremental revenues from a designated project area.

Unassigned Fund Balance: The difference between total Fund Balance in a governmental fund and its non-spendable, restricted, committed, and assigned components.

Variable Revenues: Those revenues with little predictability or basis for estimate from year-to-year (such as oil and gas revenues or interest income).

XXX.4 Reserve Levels. Reserves will be made up of the following three levels:

1. General Reserves. Equivalent to 25% of yearly budgeted on-going operating expenditures and capital expenditures of the General Fund. TRWD staff will evaluate the financial stability of the General Fund revenues annually to ensure the reserve requirement remains adequate.
2. Variable Revenue Reserves: \$10,000,000
3. Debt Service Reserves – \$10,000,000

The combination of these three levels comprise the total reserves.

TRWD will measure its compliance with this General Fund Reserve Policy on or about September 30 each year, or as soon as practical after final year-end account information becomes available. During the course of the year, the Finance Department shall closely monitor TRWD's revenues and expenditures to ensure Reserves are not used beyond those authorized by the Board of Directors in this Policy.

If, based on the analysis and forecasting of TRWD staff, the target levels of Reserves are not being met or are likely to not be met, Fund Balance levels will be provided by the Finance Department to the General Manager. Should the projected year-end Fund Balance be below the minimum Reserves amount established by this Policy, the General Manager or designee shall establish a plan to replenish the Reserve based on the requirements outlined in this Policy.

XXX.5 Funding the Reserve. Funding of General Fund Reserve targets will generally come from excess revenues over expenditures or one-time revenues.

XXX.6 Conditions for Use of Reserves. It is the Board of Directors' intent to limit use of General Fund Reserves to address unanticipated, non-recurring needs. Reserves shall not normally be applied to recurring annual operating expenditures. Reserves may, however, be used to allow time for TRWD to restructure its operations in a deliberate manner. Reserves may also be used when TIF revenues are less than debt service.

XXX.7 Authority Over Reserves. The Board of Directors may authorize expenditures from Reserves. The General Manager shall ensure that the Finance Department regularly reports both current and projected Reserve levels to the Finance and Audit Committee and to the Board.

XXX.8 Replenishment of Reserves. In the event that Reserves are used resulting in a balance below the level set forth in this Policy, the Chief Financial Officer shall develop and present a plan to the General Manager that will be included in the formulation of a forecast presented to the Board during the annual budget process.

XXX.9 Excess Reserves. In the event Reserves exceed the minimum balance requirements, at the end of each fiscal year, any excess Reserves may be used at the discretion of the General Manager for any lawful purpose in a manner that complies with Board policy.

XXX.10 Periodic Review of the Targets. The General Manager or designee shall review Reserves annually to ensure that they are appropriate given the District's economic and financial risk factors.

XXX.0 INVESTMENT POLICY

It is the policy of TRWD that after allowing for the anticipated cash flow requirements of the District and giving due consideration to the safety and risk of investments, all available funds shall be invested in conformance with these legal and administrative guidelines, seeing to optimize interest earnings to the maximum extent possible.

Effective cash management is recognized as essential to good fiscal management. Investment interest is a source of revenue to TRWD funds. The District's investment portfolio shall be designed and managed in a manner which maximizes this revenue source, is responsive to public trust, and complies with legal requirements and limitations.

Investments shall be made with the primary objectives of:

- **Safety** and preservation of principal;
- Maintenance of sufficient **liquidity** to meet operating needs;
- **Public trust** from prudent investment activities; and
- Optimization of **interest earnings** on the portfolio.

XXX.1 Purpose. The purpose of this Investment Policy is to comply with Texas Water Code Chapter 49 and Texas Government Code Chapter 2256, the Public Funds Investment Act, which requires the governing body of a local governmental entity, such as TRWD, to adopt a written investment policy regarding the investment of its funds and funds under its control. The Investment Policy addresses the methods, procedures, and practices that must be exercised to ensure effective and judicious fiscal management of TRWD's funds.

XXX.2 Scope. This Investment Policy shall govern the investment of all financial assets of TRWD. These funds are accounted for in TRWD's Annual Financial Report and include:

- General Fund;
- Governmental Contingency Fund;
- Capital Projects Fund – TRV;
- Governmental Debt Service Fund;
- Revenue Fund;
- Interest and Redemption Fund;
- Enterprise Contingency Fund;
- Reserve Fund;
- Enterprise Construction Funds;

- Dallas - Revenue Fund;
- Dallas - Interest and Redemption Fund;
- Dallas - Reserve Fund;
- Dallas - Bond Funds; and,
- Any new fund created by the District, unless specifically exempted from this Investment Policy by law.

This Investment Policy shall apply to all transactions involving the financial assets and related activity for all the foregoing funds.

XXX.3 Investment Objectives. TRWD shall manage and invest its cash with four primary objectives, listed in order of priority: (1) safety; (2) liquidity; (3) public trust; and (4) yield, expressed as optimization of interest earnings. The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with local, state, and federal law.

TRWD shall maintain a comprehensive cash management program, which includes collection of account receivables, vendor payments in accordance with invoice terms, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to ensure maximum cash availability and maximum earnings on short-term investment of idle cash.

XXX.3.1 Safety. Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit and interest rate risk.

Credit Risk. TRWD will minimize credit risk, the risk of loss due to the failure of the issuer or backer of the investment, by:

- Limiting investments to the safest type of investments;
- Researching the financial institutions and broker/dealers with which TRWD will do business; and,
- Diversifying the investment portfolio so that potential losses on individual issuers will be minimized.

Interest Rate Risk. TRWD will minimize the risk that the interest earnings and the market value of investments in the portfolio will fall due to changes in general interest rates, by:

- Structuring the investment portfolio so that investments mature to meet

cash requirements for ongoing operations, thereby avoiding the need to liquidate investments prior to maturity; and

- Diversifying maturities and staggering purchase dates to minimize the impact of market movements over time.

XXX.3.2 Liquidity. The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that investments mature concurrent with cash needs to meet anticipated demands. Because all possible cash demands cannot be anticipated, a portion of the portfolio will be invested in local government investment pools that offer same-day liquidity.

XXX.3.3 Public Trust. All participants in TRWD's investment process shall seek to act responsibly as custodians of the public trust. Investment officers shall avoid any cash management transaction that might impair public confidence in TRWD's ability to effectively manage the District's financial assets.

XXX.3.4 Yield (Optimization of Interest Earnings). The investment portfolio shall be designed with the objective of attaining a market rate of return sufficient to meet operating needs, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above.

XXX.4 Responsibility and Control.

XXX.4.1 Delegation of Authority to Investment Officer(s). In accordance with the Public Funds Investment Act and the Water Code, the Board of Directors may designate one or more officers or employees of TRWD to be Investment Officer(s) or may contract with a person to act as an Investment Officer. An Investment Officer is authorized to execute investment transactions on behalf of the District. No person may engage in an investment transaction or the management of District funds except as provided under the terms of this Investment Policy as approved by the Board of Directors. The investment authority granted to the investing officers is effective until rescinded by the Board of Directors.

XXX.4.2 Quality and Capability of Investment Management. All TRWD's designated investment officers and other investment personnel must receive all required training under Section 49.157 of the Water Code to ensure the quality and capability of investment management. The Board may designate approved training from an independent source for TRWD's investment officers and other investment personnel.

XXX.4.3 Internal Controls. TRWD's Chief Financial Officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the District are protected from loss; theft; or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

The internal controls shall address the following points:

- Avoidance of collusion;
- Separation of transaction authority;
- Custodial safekeeping;
- Clear delegation of authority to subordinate staff members; and,
- Written confirmation for investments and wire transfers.

The Chief Financial Officer shall establish a process for annual independent review by an external auditor, consistent with Sections 11.2 and 11.3 of the Board Governance Policies, to assure compliance with policies and procedures.

XXX.4.4 Standard of Prudence. The standard of prudence to be applied by the Investment Officer(s) shall be the "prudent investor" rule. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- The investment of all funds, or funds under TRWD's control, over which the Investment Officer had responsibility rather than a consideration as to the prudence of a single investment.
- Whether the investment decision was consistent with the written, approved investment policy of the District.

XXX.4.5 Indemnification. The Investment Officer(s), acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific investment's credit risk or market price changes, provided that these deviations are timely reported and the appropriate action is taken to control adverse developments.

XXX.4.6 Ethics and Conflicts of Interest. Investment Officers and employees involved in the investment process shall refrain from personal business activity that would conflict with the proper execution and management of the investment program, or that would impair their ability to make impartial decisions.

Investment Officers shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio.

An Investment Officer who has a personal business relationship with an organization seeking to sell an investment to TRWD shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the District shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and TRWD.

An investment officer has a personal business relationship with a business organization if:

- The investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization'
- Funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or
- The investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

XXX.5 Suitable and Authorized Investments.

XXX.5.1 Portfolio Management. TRWD currently has a "buy and hold" portfolio strategy. Maturity dates are matched with cash flow requirements and investments are purchased with the intent to be held until maturity. Investments may be liquidated prior to maturity, however, for the following reasons:

- An investment with declining credit may be liquidated early to minimize loss of principal.
- Cash flow needs of the District require that the investment be liquidated.

XXX.5.2 Investments. TRWD funds governed by this Investment Policy may be invested in the instruments described below, along with any other instruments authorized by the Public Funds Investment Act. Investment of District funds in any instrument or security not authorized for investment under the Act is prohibited. TRWD will not be required to liquidate an investment that becomes unauthorized subsequent to its purchase.

Authorized Investments: Authorized investments in which TRWD funds governed by this policy may be invested include:

- Obligations of the United States of America, its agencies, and instrumentalities.
- Certificates of Deposit issued by a bank organized under Texas law, the laws of another state, or federal law, that has its main office or a branch office in Texas, or by a savings and loan association or a savings bank organized under Texas law, the laws of another state, or federal law, that has its main office or a branch office in Texas and that is guaranteed or insured by the Federal Deposit Insurance or its successor or secured by obligations in a manner and amount provided by law for deposits of the District.
- Money Market Mutual funds that are (1) registered and regulated by the Securities and Exchange Commission; (2) have a dollar weighted average stated maturity of 90 days or less; (3) rated AAA by at least one nationally-recognized rating service, and (4) seek to maintain a net asset value of \$1.00 per share.
- Local government investment pools, which (1) meet the requirements of Texas Government Code § 2256.016; (2) are rated no lower than AAA or an equivalent rating by at least one nationally-recognized rating service; (3) seek to maintain a \$1.00 net asset value; and, (4) are authorized by resolution or ordinance adopted by the Board of Directors.
- Municipal bonds issued by a state or local municipality, which (1) meet the requirements of Section 2256.009 of the Public Funds Investment Act; and (2) are rated no lower than AAA or equivalent rating by at least one nationally-recognized rating service.

All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating.

Investments Not Authorized. Investments including interest-only or principal-only strips of obligations with underlying mortgage-backed security collateral,

collateralized mortgage obligations with an inverse floating interest rate or a maturity date of over ten years are strictly prohibited.

XXX.5.3 Maximum Maturities. The longer the maturity of investments, the greater their price volatility. It is, therefore, TRWD's policy to concentrate its investment portfolio in shorter-term securities to limit principal risk caused by changes in interest rates.

TRWD attempts to match its investments with anticipated cash flow requirements. Specific maturity limitations are discussed below with respect to each Fund's strategy.

XXX.5.4 Diversification. TRWD recognizes that investment risks can result from issuer defaults, market price changes, or various technical complications leading to temporary illiquidity. Risk is managed through portfolio diversification that shall be achieved by using the following general guidelines:

- Limiting investments to avoid over-concentration in investments from a specific issuer or business sector (excluding U.S. Treasury securities and certificates of deposit that are fully insured and collateralized in accordance with state and federal law);
- Limiting investment in investments that have higher credit risks, such as commercial paper;
- Investing in investments with varying maturities; and,
- Continuously investing a portion of the portfolio in readily available funds such as local government investment pools or money market funds to ensure that appropriate liquidity is maintained to meet ongoing obligations.

XXX.6 Selection of Banks and Dealers

XXX.6.1 Depository. At least every five years, the Finance and Audit Committee, along with TRWD staff, will review TRWD's Depository agreement. As part of this review, the Finance and Audit Committee will seek updated pricing and services offered to ensure alignment with TRWD's procedures and goals.

XXX.6.2 Authorized Brokers/Dealers. In consultation with the Finance and Audit Committee, TRWD shall, at least annually, review, revise and adopt a list of qualified brokers/dealers and financial institutions authorized to engage in securities transactions with the District. Those firms that request to become qualified bidders for securities transactions will be required to provide a completed

broker/dealer questionnaire that provides information regarding creditworthiness, experience, and reputation. Authorized firms may include primary dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1, and qualified depositories. TRWD will provide a copy of this Investment Policy to all broker/dealers authorized to engage in securities transactions with the District. Investment pools must sign a certification acknowledging that the organization has received and reviewed TRWD's Investment Policy and that reasonable procedures and controls have been implemented to preclude investment transactions that are not authorized by this Investment Policy.

XXX.6.3 Competitive Bids. It is TRWD's policy to use competitive bidding for all individual security purchases and sales except for: (a) transactions with money market mutual funds and local government investment pools and (b) treasury and agency securities purchased at issue through an approved broker/dealer or financial institution.

XXX.6.4 Delivery vs. Payment. Securities shall be purchased using the delivery vs. payment method with the exception of investment pools and mutual funds. Funds will be released after notification that the purchased security has been received.

XXX.7 Safekeeping of Securities and Collateral

XXX.7.1 Safekeeping and Custodian Agreements. TRWD shall contract with a bank or banks for the safekeeping of securities either owned by the District as part of its investment portfolio or held as collateral to secure demand or time deposits. Securities owned by TRWD shall be held in the District's name as evidenced by safekeeping receipts of the institution holding the securities.

Collateral for deposits will be held by a third-party custodian designated by the District and pledged to the District as evidenced by safekeeping receipts of the institution with which the collateral is deposited. Original safekeeping receipts shall be retained. Collateral may be held by the depository bank's trust department, a Federal Reserve Bank or branch of a Federal Reserve Bank, a Federal Home Loan Bank, or a third-party bank approved by the District.

XXX.7.2 Collateral Policy. Consistent with the requirements of Chapter 2257 of the Texas Government Code, the Public Funds Collateral Act, it is TRWD's policy to require full collateralization of all District funds on deposit with a depository bank, other than investments. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on the deposits or investments less an amount insured by the FDIC. At its discretion, TRWD may require a higher level of collateralization for certain investment securities. Securities pledged as collateral

shall be held by an independent third party with whom TRWD has a current custodial agreement. The agreements are to specify the acceptable investment securities for collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. A clearly marked evidence of ownership must be supplied to the District and retained.

Collateral shall be reviewed annually by TRWD's external auditors to assure that the market value of the pledged securities is adequate.

XXX.7.3 Accepted Collateral. The District shall accept only the following types of collateral:

- Obligations of the United States or its agencies and instrumentalities;
- Direct obligations of the State of Texas or its agencies and instrumentalities;
- Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally-recognized rating firm not less than A or its equivalent with a remaining maturity of ten years or less;
- A surety bond issued by an insurance company rated as to investment quality by a nationally-recognized rating firm not less than A; and
- A letter of credit issued to the District by the Federal Home Loan Bank.

XXX.7.4 Subject to Audit. All collateral may be subject to inspection and audit by TRWD's external auditors.

XXX.8 Performance.

XXX.8.1 Performance Standards. TRWD's investment portfolio will be managed in accordance with the parameters specified within this Investment Policy. The portfolio shall be designed with the objective of obtaining a rate of return through operating cycles, commensurate with the investment risk constraints and the cash flow requirements of the District.

XXX.8.2 Performance Benchmark. It is TRWD policy to purchase investments with maturity dates coinciding with cash flow needs. Through this strategy, TRWD shall seek to optimize interest earnings utilizing allowable investments available on the market at that time. Market value will be calculated on a quarterly basis on all securities owned and compared to current book value.

XXX.9 Reporting.

XXX.9.1 Reporting Methods. The Investment Officer(s) shall prepare an investment report on a quarterly basis that summarizes investment strategies employed in the most recent quarter and describes the portfolio in terms of investment securities and maturities and shall explain the total investment return for the quarter.

The quarterly investment report shall include a summary statement of investment activity prepared in compliance with generally-accepted accounting principles. This summary will be prepared in a manner that will allow TRWD to ascertain whether investment activities during the reporting period have conformed to the Investment Policy. The quarterly investment report will be provided to the Board of Directors. The report will include the following:

- A listing of individual securities held at the end of the reporting period.
- Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period.
- Additions and changes to the market value during the period.
- Listing of investments by maturity date.
- Fully-accrued interest for the reporting period.
- The percentage of the total portfolio that each type of investment represents.
- A statement of compliance of the District's investment portfolio with state law and this Investment Policy.

TRWD's external auditor will perform a formal annual review of the quarterly reports with the results reported to the Board of Directors as part of the yearly audit.

XXX.9.2. Monitoring Market Value. The market value of all securities in the portfolio will be determined on a quarterly basis. These values will be obtained from a reputable and independent source and disclosed quarterly in a written report provided to the Board of Directors.

The Investment Officer(s) shall monitor the credit ratings on securities that require minimum ratings. This may be accomplished through website research, or with the assistance of investment advisors, broker dealers, banks, or safekeeping agents. If any security falls below the minimum rating required by this Investment Policy, the Investment Officer(s) shall notify the General Manager of the loss of rating,

conditions affecting the rating and possible loss of principal with liquidation options available.

XXX.10 Fund Strategies

XXX.10.1 Objectives. Investments in all funds discussed below shall be made with the primary objectives of: (1) safety and preservation of principal; (2) liquidity; (3) diversification; and (4) optimization of interest earnings, as follows:

Safety and Preservation of Principal. TRWD maximizes safety and preservation of principal by limiting investments to the safest types of investments and researching the financial institutions and broker/dealers with which the District conducts business.

Liquidity. Liquidity needs are discussed below within each fund type.

Diversification. Within each of TRWD's funds, diversification is achieved by staggering both maturities and purchase dates to minimize the impact of market movements over time.

Optimization of Interest Earnings. Each fund's investment portfolio shall be designed to obtain a market rate of return sufficient to meet operating needs.

An explanation of each fund's specific purpose and primary strategy is listed below.

XXX.10.2 General Fund. The General Fund accounts for flood control, recreation, economic development, and general operations of the District. Funds available in the General Fund are used to pay the ongoing operational expenditures each fiscal year.

The primary strategy is to match the operational expenditures of the General Fund with tax revenues, investment interest, maturing investments, and other income sources, and invest any surplus fund balance to match future expenditure cash flow needs.

Maximum Maturity – 3 Years

XXX.10.3 Governmental Contingency Fund. This fund holds non-tax revenue for the Governmental Funds and can be used for Board-approved projects including but not limited to recreation and economic development.

All interest earnings from the Governmental Contingency Fund are reinvested in the Governmental Contingency Fund.

The primary strategy of the Governmental Contingency Fund is to purchase investments utilizing current coupon obligations to meet liquidity needs.

Maximum Maturity – 3 Years

XXX.10.4 Capital Projects Fund. This fund accounts for unexpended construction proceeds for Governmental Capital projects. Interest earnings from this fund are transferred to the Debt Service Fund to help pay the debt service on the governmental bonds; if no bonds are outstanding interest earnings will remain in the Capital Projects fund.

The primary strategy of this fund is to match maturing investments with anticipated project cash flow needs. Shorter-term obligations and Investment Pools are used to match any immediate liquidity needs that arise due to the estimation of the construction process and its related cash flows.

Maximum Maturity – 3 Years

XXX.10.5 Governmental Debt Service Fund. The Governmental Debt Service Fund accounts for the monies used to pay the debt service on outstanding governmental bonds. Interest earnings from the Capital Projects Funds are transferred to the Interest and Redemption Fund for debt service.

The primary strategy of this fund is to use investments with maturity dates on or before the debt service payment dates.

Maximum Maturity – 6 Months

XXX.10.6 Revenue Funds. The Revenue Funds account for the operation of TRWD's water supply and water sales functions. Income from water sales, interest earnings, and other income sources are used to pay the ongoing operational expenses each fiscal year. In addition, monies required to supplement the District's and Dallas's revenue bonds debt service are transferred to the District's and Dallas's Interest and Redemption Funds semi-annually (respectively).

The primary strategy is to keep all investments short-term in nature, allowing maturities to match the semi-annual outflows to the Interest and Redemption Fund and any operational expenses as they arise.

Maximum Maturity – 9 Months

XXX.10.7 Enterprise Construction Funds –Bond Issue Funds. These funds account for unexpended construction proceeds for the various Construction Funds projects. Interest earnings from these funds are transferred to the Interest and

Redemption Fund (TRWD and Dallas respectively) to help pay the semi-annual debt service on the revenue bonds.

The primary strategy of these funds is to match maturing investments with anticipated construction cash flow needs. Shorter-term obligations and Investment Pools are used to match any immediate liquidity needs that arise due to the estimation of the construction process and its related cash flows.

Maximum Maturity – 3 Years

XXX.10.8 Interest and Redemption Funds. These funds account for the monies used to pay the semi-annual debt service on outstanding revenue bonds. Interest earnings from the Enterprise Construction Funds and the Reserve Funds are transferred to the Interest and Redemption Funds (for TRWD and Dallas respectively) prior to the semi-annual debt service dates. Any remaining funds needed are transferred from the respective Revenue Funds.

The primary strategy of these funds is to use investments with maturity dates on or before the semi-annual debt service payment date.

Maximum Maturity – 6 Months

XXX.10.9 Reserve Funds. These funds represent bond reserve funds associated with outstanding revenue bonded debt. These funds were originally established with proceeds from bond issues, with the amount retained in the Reserve Fund approximating the maximum debt service payment in any given year. Interest earnings from these funds are transferred to the Interest and Redemption Fund (for TRWD and Dallas respectively) to help pay the semi-annual debt service on the revenue bonds.

The primary strategy of the Reserve Funds is to purchase investments with intermediate to longer-term maturities.

Maximum Maturity – Not to exceed the District's last maturing revenue bond

XXX.10.10 Enterprise Contingency Fund. This fund is established by bond covenant and is to be used primarily for unexpected or extraordinary expenses of the water supply system for which other funds are not otherwise available. This fund can also be used to pay debt service when funds in the Interest and Redemption Fund are insufficient for that purpose. The Enterprise Contingency Fund contains moneys received as buy-in premiums from additional water customers who purchased the right to buy water at the system rate. These buy-in premiums are kept in the Enterprise Contingency Fund at the request of the District's customer advisory board. All interest earnings from the Enterprise Contingency Fund are reinvested in the Enterprise Contingency Fund.

The primary strategy of the fund is to purchase investments, utilizing current coupon obligations to meet liquidity needs.

Maximum Maturity – 3 Years

XXX.11 Investment Policy Adoption and Amendment. TRWD's Board of Directors shall adopt this Investment Policy by a resolution of the Board of Directors. It is TRWD's intent to comply with state laws and regulations. Accordingly, this Investment Policy shall be subject to revisions consistent with changing laws, regulations, and needs of the District. The Board of Directors shall adopt a resolution stating that it has reviewed the policy and investment strategies annually, approving any changes or modifications.

XXX.0 OTHER POST-EMPLOYMENT BENEFITS FUNDING POLICY

XXX.1 Purpose. The purpose of this Other Post-Employment Benefits (“OPEB”) Funding Policy and TRWD’s established Other Post-Employment Benefits Trust (the “OPEB Trust”) is to finance other post-employment benefits as they are earned and to earn a higher yield on those funds to better be able to pay for future post-employment benefits.

XXX.2 Funding Policy. It is TRWD’s policy to fund the OPEB Trust annually with \$1,000,000, increasing by 10% each year beginning in Fiscal Year 2016 until the OPEB Trust has accumulated 75% of the total Actuarial Accrued Liability, as defined in the notes to TRWD’s annual audited Financial Report.

XXX.3 Distribution Policy. It is TRWD’s policy to use funds in the OPEB Trust for current retiree benefits in the following scenarios:

- If, at the end of the prior year, the OPEB Trust fund has accumulated more than 75% of the total Actuarial Accrued Liability, TRWD may use that excess for current retiree costs.
- If, as of August 31 of each fiscal year, TRWD determines it expects to be over budget for health costs by more than 15% in the current fiscal year, the OPEB Trust may reimburse the District for all retiree benefits up to the amount the overall health costs are over budget, so long as this does not drop the balance of the fund below \$500,000. (Note: Only retiree benefits paid may be reimbursed by the OPEB Trust fund; therefore, the reimbursement may not pay for the full budget overage.)
- If the District determines it wishes to decrease the percentage of the Actuarial Accrued Liability it wishes to fund, this change must be submitted to the Finance and Audit Committee for review and approved by the Board.

XXX.4 Policy Review. TRWD shall review this Policy annually with the Finance and Audit Committee to determine if any changes to this Policy should be recommended to the Board due to changes in the practices, activities, or circumstances of the District.

XXX.0 PUBLIC INFORMATION POLICY

TRWD is committed to upholding its obligations under the Texas Public Information Act, Texas Government Code §§ 552.001 *et seq.* (the Act) and ensuring public access to its records in accordance with the Act. All TRWD records are available to the public unless one of the exceptions to disclosure listed in the Act applies.

XXX.1 Purpose. The purpose of this Policy is to provide transparency through compliance with the Texas Public Information Act and to give members of the public the right to access TRWD's records that are subject to disclosure under the Act.

XXX.2 Scope. This Public Information Policy applies to the Board, all departments, divisions, and offices within TRWD, and all TRWD staff.

XXX.3 Public Information Defined. Public information under Section 552.002 of the Public Information Act means information that is written, produced, collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business: (1) by TRWD; (2) for TRWD and the District owns the information, has a right of access to the information, or spends or contributes public money for the purpose of writing, producing, collecting, assembling, or maintaining the information; or (3) by an individual officer or employee of TRWD in the officer's or employee's official capacity and the information pertains to official business of TRWD.

Information is in connection with the transaction of TRWD's official business if the information is created by, transmitted to, received by, or maintained by an officer or employee of TRWD in the officer's or employee's official capacity, or a person or entity performing official business or a governmental function of behalf of TRWD and pertains to official business of TRWD.

Public information includes any electronic communication created, transmitted, received, or maintained on any device if the communication is in connection with the transaction of official business.

The media on which public information is recorded include: paper; film; a magnetic, optical, solid state, or other device that can store an electronic signal; tape; Mylar; and any physical material on which information may be recorded, including linen, silk, and vellum. The general forms in which the media containing public information exist include a book, letter, document, e-mail, Internet posting, text message, instant message, other electronic communication, printout, photograph, film, tape, microfiche, microfilm, photostat, sound recording, map, and drawing and a voice, data, or video representation held in computer memory.

XXX.4 Public Information Officer. TRWD's General Manager serves as TRWD's Public Information Officer. The General Manager shall designate a Public

Information Coordinator who serves as the Public Information Officer's designee for the purpose of receiving and coordinating responses to all requests for public information submitted to the District.

XXX.5 Public Information Requests. TRWD accepts requests for public information in writing using the following methods:

- Electronically: using the Open Records Request form available at <https://www.trwd.com/request/> or via email to openrecords@trwd.com;
- Mail: TRWD, Attn: Open Records Request, 800 E. Northside Drive, Fort Worth, Texas 76102;
- Hand-delivery to 800 E. Northside Drive, Fort Worth, Texas 76102 Administration Building front desk; or
- Fax: 817-877-5137, Attn: Open Records Request.

All Board members and TRWD staff in all departments, divisions, and offices should contact the Public Information Coordinator immediately upon receipt of any request for public information. Board members and TRWD staff shall forward information requests to openrecords@trwd.com as soon as they are received for the District to timely respond and comply with all requirements of the Act. Anyone who attempts to make an oral request for public information should be directed to submit the request in writing using one of the methods listed above.

XXX.6 Responding to Public Information Act Requests. TRWD shall make available to any person who submits a public information request the information required to be released under the Act in accordance with the requirements of the Act. Access to public information shall always be provided in a fair, objective, courteous, and prompt manner. The General Manager, as TRWD's Public Information Officer, and the Public Information Coordinator, as the General Manager's designee, shall treat all requests for information uniformly without regard to the position or occupation of the requestor, the person on whose behalf the request for public information is made, or the status of the individual as a member of the media, except as provided under the Act.

XXX.7 Training. The General Manager shall ensure that TRWD's Public Information Coordinator attends the training required by Texas Government Code Section 552.012 not later than the 90th day after the Public Information Coordinator assumes this role. The General Manager shall ensure the Public Information Coordinator attends or receives annual training regarding TRWD's responsibilities under the Public Information Act.

XXX.8 Procedures for Responding to Public Information Requests. The General Manager or designee from TRWD's Executive Team or Leadership Team shall establish and implement administrative procedures or guidelines for processing and responding to requests for information to ensure TRWD's compliance with the Public Information Act.

XXX.0 RECORDS MANAGEMENT POLICY

TRWD is committed to upholding its obligations under the Local Government Records Act, Texas Local Government Code §§ 201.001 *et seq.* (the Act), and ensuring that TRWD's records are preserved and maintained under an active and continuing records management program administered by TRWD's Records Management Officer.

XXX.1 Purpose. The purpose of this Policy is to establish rules for managing and maintaining the records of TRWD and to ensure TRWD complies with the Local Government Records Act.

XXX.2 Scope. This Records Management Policy applies to the Board, to all departments, divisions, and offices within TRWD, and to all TRWD staff.

XXX.3 District Records. District records include all items identified as a "local government record" in Texas Local Government Code § 201.003(8). This means that any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic, created or received by TRWD or any of its Board members or staff under the law, including an ordinance, or in the transaction of public business is a District record, regardless of whether public access to it is open or restricted under the laws of the state.

A District record does not include: (1) extra identical copies of documents created for convenience of reference or research by Board members or TRWD staff; (2) notes, journals, diaries, and similar documents created by a Board member or TRWD staff; (3) blank forms; (4) stocks of publications; (5) library and museum materials acquired solely for the purpose of reference or display; (6) copies of documents in any media furnished to members of the public to which they are entitled under the Texas Public Information Act or other state law; or (7) any records, correspondence, notes, memoranda, or documents, other than a final written agreement to which TRWD (or other governmental body) is a signatory, associated with a matter conducted under an alternative dispute resolution procedure as described in Texas Government Code Chapter 2009.

All District records shall be considered the property of the District. No employee has any personal property right to such records even though he or she may have developed or compiled them. The unauthorized destruction or removal of District records is prohibited.

XXX.4 Designation of Records Management Officer. The Board of Directors will designate a TRWD employee to serve as and perform the duties of the District's Records Management Officer, as prescribed under Texas Local Government Code § 203.023.

XXX.5 Filings by the Records Management Officer. The Records Management Officer shall file his or her name with the Texas State Library and Archives Commission (TSLAC) within 30 days of assuming the position. The Records Management Officer shall file TRWD's plan establishing a records management program and any amendments to the plan with the TSLAC. The Records Management Officer shall also file with the TSLAC a written declaration that TRWD has adopted records control schedules that comply with records retention schedules issued by the TSLAC as provided by law.

XXX.6 Development of Processes for Management of District Records. The General Manager, in consultation and collaboration with the Records Management Officer, shall establish and implement administrative procedures or guidelines for the administration of TRWD's records management program. These administrative procedures will set forth the processes all TRWD staff must follow for effective and efficient control of the creation, maintenance, use, preservation, and any disposition of District records in accordance with the Local Government Records Act, this Policy, and generally-accepted records management practices.

XXX.7 Maintenance of District Records. The Board and all departments, divisions, and offices within TRWD, and all TRWD staff, shall maintain all District records in accordance with this Policy, any administrative procedure or guideline for the administration of TRWD's records management program, and all local records control and/or retention schedules established by TRWD as part of its records management program.

XXX.8 Records Retention Schedules. TRWD shall maintain District records, at a minimum, in accordance with the Local Government Retention Schedules adopted by the TSLAC and applicable to the District, as follows:

- Local Schedule GR for Records Common to All Local Government, which may be found at https://www.tsl.texas.gov/slr/localretention/schedule_gr;
- Local Schedule UT for Records of Utility Services, which may be found at https://www.tsl.texas.gov/slr/localretention/schedule_ut;
- Local Schedule TX for Records of Property Taxation, which may be found at https://www.tsl.texas.gov/slr/localretention/schedule_tx;
- Local Schedule EL for Records of Elections and Voter Registration, which may be found at https://www.tsl.texas.gov/slr/localretention/schedule_el;
- Local Schedule PW for Records of Public Works and other Government Services, which may be found at: https://www.tsl.texas.gov/slr/localretention/schedule_pw; and
- Local Schedule PS for Records of Public Safety Agencies (Police, Fire,

EMS, ME, etc.), which may be found at <https://www.tsl.texas.gov/slrn/localretention#PS>.

TRWD's records management program shall address the length of time records will be posted on TRWD's website when applicable law does not specify a posting period.

XXX.9 Records Destruction Practices. TRWD shall follow its records control schedules, records management program, and all applicable laws regarding records destruction. TRWD shall preserve records, including electronically-stored information, and suspend routine record destruction practices where appropriate and in accordance with the administrative procedures developed by the Records Management Officer, which shall describe the circumstances under which District records scheduled for destruction must be retained by TRWD.

XXX.10 Training. The Records Management Officer shall receive appropriate training regarding the Local Government Records Act and shall ensure that custodians of records, as defined by law, and other applicable TRWD staff are trained on the District's records management program, including this Records Management Policy and TRWD's administrative procedures created in accordance with this Policy.

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 17

DATE: December 14, 2021

SUBJECT: Discussion of the Following Proposed Board Policies: Employment Practices; Employee Standards of Conduct and Code of Ethics

FUNDING: N/A

RECOMMENDATION: N/A

DISCUSSION:

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

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

Employment Practices; Employee Standards of Conduct and Code of Ethics

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

Additional Board Policies in the functional areas of Operations and Procurement are also being drafted and will be proposed at a later date.

This item was reviewed by the Administration and Policy Committee on December 9, 2021.

Submitted By:

Lisa Cabrera
Chief Human Resources Officer

XXX.0 Employment Practices

XXX.1 Purpose. The purpose of this Policy is to provide a framework for TRWD to develop and/or maintain a human resources system that clarifies and protects the rights and privileges of TRWD and all TRWD employees. The human resources system and practices should ensure that all TRWD employees are aware of the rights and responsibilities that accompany employment with the District, should reflect TRWD's mission and objectives, and shall comply with applicable local, state, and federal law, rules, and regulations.

XXX.2 Scope. This Employment Practices Policy applies to all departments, divisions, and offices within TRWD, and to all TRWD employees.

XXX.3 Administration of Employment Policies. The General Manager or designee shall establish and implement administrative procedures consistent with this Policy, which may include an employment handbook or manual, to set forth TRWD's practices and processes that are consistent with and implement this Policy.

XXX.4 At-Will Employment. Employment with TRWD is voluntary. All TRWD employees are employed "at will" and may be dismissed at any time, with or without notice, for any reason not prohibited by law or for no reason, as determined by the needs of the District. An employee may also resign or end his or her employment relationship with TRWD at any time for any reason.

No TRWD employee has a contractual right or property right in continued employment. Nothing in any Board-adopted Policy or administrative procedure shall be interpreted to create or confer to an employee a contractual right or property right in their employment with TRWD.

The General Manager or designee will establish procedures and guidelines to ensure that decisions affecting the continued employment of TRWD employees are made in a non-discriminatory manner and comply with applicable local, state, and federal laws, rules, and regulations.

XXX.5 Equal Employment Opportunity. TRWD is an Equal Opportunity Employer. TRWD values and is committed to seeking a diverse and inclusive workforce. The District provides equal employment opportunity to all employees and applicants for employment without regard to an applicant or employee's race, color, national origin, age, sex, sexual orientation, gender identity or expression, pregnancy status, religion, disability, genetic information, veteran status, or any other status protected by local, state, or federal law. Employment and advancement opportunities at TRWD should be based on qualifications, educational background, and experience and without regard to the individual's race, color, national origin, age, sex, sexual orientation, gender identity or

expression, pregnancy status, religion, disability, genetic information, veteran status, or any other status protected by law.

The General Manager or designee is responsible for formulating, implementing, coordinating, and monitoring all TRWD's efforts to promote and ensure equal employment opportunity. This includes developing administrative procedures and recruitment and retention techniques designed to ensure TRWD's continued commitment to equal employment opportunity and non-discrimination.

XXX.6 Americans with Disabilities Act – Title I Policy Statement. TRWD shall comply with all applicable provisions of the Americans with Disabilities Act ("ADA") and the disability laws of the State of Texas. TRWD will not discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. TRWD will provide reasonable accommodations to any qualified individual with a disability, as defined by the ADA, provided that such accommodation does not impose an undue hardship on TRWD, or cause a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation.

The General Manager or designee will establish a process by which employees or applicants for employment with disabilities may request accommodations.

XXX.7 Prohibited Employment Practices.

XXX.7.1 Prohibition on Discrimination and Harassment. TRWD prohibits discrimination, including harassment, against any employee on the basis of race, color, national origin, age, sex, sexual orientation, gender identity or expression, pregnancy status, religion, disability, genetic information, veteran status, or any other basis prohibited by law.

Discrimination against an employee is defined as conduct directed at an employee on the basis of race, color, national origin, age, sex, sexual orientation, gender identity or expression, pregnancy status, religion, disability, genetic information, veteran status, or any other basis prohibited by law, that adversely affects the employee's employment, including the terms, conditions, and privileges of employment.

Harassment of an employee is defined as physical, verbal, or non-verbal conduct based on an employee's race, color, national origin, age, sex, sexual orientation, gender identity or expression, pregnancy status, religion, disability, genetic information, veteran status, or any other basis prohibited by law, when the conduct is so severe, pervasive, or objectively offensive that the conduct:

- Has the purpose or effect of unreasonably interfering with the employee's work performance;

- Creates an intimidating, threatening, hostile, or offensive work environment; or
- Otherwise adversely affects the employee's performance, work environment, or employment opportunities.

TRWD's commitment to non-discrimination and this prohibition on discrimination mean the District makes employment decisions without regard to an employee or applicant's race, color, national origin, age, sex, sexual orientation, gender identity or expression, pregnancy status, religion, disability, genetic information, veteran status, or any other basis prohibited by law.

XXX.7.2 Prohibition on Sexual Harassment. TRWD's prohibition on discrimination and harassment also encompasses a prohibition on sexual harassment. Sexual harassment is a form of sex discrimination and includes unwelcome sexual advances; requests for sexual favors; sexually-motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

- Submission to the conduct is either explicitly or implicitly a condition of an employee's employment;
- Submission to or rejection of the conduct is the basis for an employment action affecting the employee; or
- The conduct is so severe, persistent, or pervasive that it has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, threatening, hostile, or offensive work environment.

Sexual harassment may include conduct between persons of the same gender.

This prohibition on sexual harassment applies equally to sexual harassment that takes place via electronic means.

XXX.7.3 Prohibition on Retaliation. TRWD prohibits retaliation against an employee who reports or complains that he or she has experienced discrimination or harassment in the workplace. The District also prohibits retaliation against an employee who, in good faith, makes a report that another TRWD employee has been subjected to prohibited discrimination or harassment in the workplace, who serves as a witness, or otherwise participates in the complaint process related to a report or complaint of workplace discrimination or harassment. Retaliation against anyone involved in the complaint process is strictly prohibited.

An employee who intentionally makes a false claim, offers false statements, or refuses to cooperate during TRWD's complaint process regarding prohibited discrimination or harassment is subject to disciplinary action, including termination.

XXX.7.4 Prohibition on Bullying. TRWD is committed to providing a work environment that is free from bullying and cyberbullying and prohibits employees from engaging in workplace bullying or cyberbullying.

For purposes of this Policy, “bullying” is engaging in written, oral, or electronic expression or a physical act or gesture (or any combination of such conduct), that occurs in the workplace and is directed at an employee or group of employees that has, or a reasonable person would expect to have, the effect of:

- Physically harming an employee, or damaging an employee’s property;
- Placing an employee in reasonable fear of physical harm or damage to the employee’s property; or
- Interfering with the rights of an employee by: (1) creating an intimidating or hostile work environment for the employee; or (2) interfering with the employee’s work performance or ability to participate in or benefit from the services, activities, or privileges provided by TRWD.

For purposes of this Policy, “cyberbullying” means bullying through the use of social media, technology, or any electronic communication, including a computer, cell phone, text messaging device, or other work or personal electronic device.

Bullying and cyberbullying do not include the legitimate exercise of employee management, including employment directives, criticism designed to improve an employee’s job performance, or work- or performance-related discipline.

XXX.7.5 Prohibition on Retaliation Against Whistleblowers. TRWD will not suspend, terminate, or take any other adverse action against an employee who in good faith reports a violation of law by TRWD or a TRWD employee to an appropriate law enforcement authority.

XXX.7.6 Complaint Process. The General Manager or designee shall establish a process for receiving and responding to complaints of workplace discrimination and harassment, including sexual harassment. An employee who feels he or she has been subjected to, or witnessed, discrimination or harassment prohibited by this Policy should notify the Human Resources Department and his or her department manager immediately in accordance with the process established by TRWD. If the report is about the department manager or the employee believes the department manager is an impairment to the situation, contacting the Human Resources Department is sufficient. If the report is about the Chief Human Resources Officer or Human Resources Manager or the Chief Human Resources Officer or Human Resources Manager is perceived as contributing to the problem, the employee may make the report to the Deputy General Manager.

The General Manager or designee shall also establish a similar process for receiving and responding to other employment-related complaints, including complaints of bullying and retaliation against an employee for making a good faith report of a violation of law by TRWD or a TRWD employee to an appropriate law enforcement authority.

If an employee's report is about the General Manager, the employee may direct his or her complaint to the President of TRWD's Board of Directors or the Board's Administration and Policy Committee.

XXX.7.7 Discipline. All TRWD employees are responsible for ensuring compliance with this Policy. A violation of TRWD's prohibitions on discrimination, harassment, sexual harassment, bullying, cyberbullying, and retaliation may result in disciplinary action, including termination.

XXX.8 Consensual Relationships. TRWD prohibits romantic or sexual relationships between a manager or other supervisory employee and his or her staff (an employee who reports directly to that person) because such relationships may create the appearance of or actual conflicts of interest or favoritism.

TRWD strongly discourages romantic or sexual relationships between a manager or other supervisory employee and another TRWD employee who indirectly reports to the manager or supervisory employee because such relationships may also create the appearance of or actual conflicts of interest or favoritism. If such a relationship exists between a manager or supervisory employee and a TRWD employee who indirectly reports to him or her, it must be reported as soon as possible to the Human Resources Department. TRWD may move the manager or other supervisory employee and/or the staff member to a different department or take other actions at the discretion of TRWD to ensure a manager or supervisor does not serve in an indirect supervisory role with an employee involved in a consensual romantic or sexual relationship with him or her.

Non-consensual relationships of a romantic or sexual nature violate the law and are strictly prohibited.

XXX.9 Prohibition on Nepotism. TRWD is committed to fair and equitable hiring and employment practices. Both the hiring and advancement of employees should be based on qualifications and merit. TRWD does not favor or oppose the employment of relatives of another TRWD employee so long as the employment is not prohibited by law or contrary to the prohibitions set forth in this Policy.

No TRWD employee shall make or be involved in hiring, advancement, or compensation decisions regarding the employment of the employee's relative. Relatives may not work for TRWD in a direct supervisor/subordinate relationship or positions where a TRWD employee influences the employment, compensation, or working conditions of his or her relative. TRWD, likewise, may not hire or transfer individuals who are relatives into a direct supervisor/subordinate relationship.

The General Manager or designee shall establish a process for addressing situations where a relative relationship is established during the course of employment with TRWD.

Nothing in this Policy prohibits or limits the General Manager's discretion to respond with appropriate action, including disciplinary action, where a relative relationship between two employees disrupts TRWD's operations or adversely affects the work environment.

For purposes of this Policy, the term "relative" includes an employee's spouse, domestic partner, parent, sibling, child, cousin, aunt, uncle, in-law, grandparent, grandchild, significant other and the same relations above which derive from foster, step, or adopted relationships.

XXX.10 Attendance and Work Schedule All TRWD employees are expected to demonstrate good work attendance and to work according to their assigned schedules. The General Manager or designee shall establish administrative procedures to ensure non-exempt, hourly employees only work according to their assigned schedules, unless additional work is pre-approved, and that any work performed by non-exempt, hourly employees is recorded as work time, even if not pre-approved by the employee's supervisor.

XXX.11 Personnel Classification and Payment of Wages. All TRWD employment positions are classified as exempt or non-exempt in accordance with federal law. Exempt employees are not entitled to overtime pay. Non-exempt employees are paid on an hourly basis and receive overtime pay at one and one half times the employee's normal rate of pay for each hour worked beyond 40 hours in a workweek.

The General Manager or designee is responsible for formulating, implementing, coordinating, and monitoring TRWD's compliance with federal and state law regarding the classification of employment positions and all wage and hour laws.

XXX.12 Drug and Alcohol Free-Workplace. TRWD prohibits the unlawful possession, use, consumption, sale, purchase, distribution, or manufacture by any employee of any illegal or illegally-obtained drugs within TRWD's facilities, or while performing work off premises. Possession, sale, use, or being under the influence of alcohol, inhalants, or drugs of illegal drugs of any type while on the job is strictly prohibited.

This prohibition does not apply to an employee's lawful use and possession of prescribed medications. Employees must consult their health care providers about the medications' effect on the employee's fitness for duty or ability to work safely and promptly report any work restrictions to their supervisor.

TRWD does not permit any employee to report to work or perform their duties while taking lawfully-prescribed drugs which may adversely impair their ability to safely and effectively perform their job functions.

XXX.13 Violence in the Workplace. TRWD prohibits and will not tolerate conduct that threatens, intimidates, or coerces any employee or interferes with the employee's ability to perform their work. An employee who believes he or she has been subject to violent or threatening behavior by a co-worker, customer, constituent, or vendor or knows or threats or actual violence occurring in the workplace, should report such conduct to his or her supervisor and to TRWD's Security Operations immediately.

XXX.0 Employee Standards of Conduct and Code of Ethics

This Employee Standards of Conduct and Code of Ethics Policy clarifies TRWD's expectations of all employees in the conduct of District business. TRWD expects its employees to comply with all Board-adopted policies, TRWD administrative procedures and guidelines, and all local, state, and federal laws, regulations, and rules governing their conduct in the workplace.

TRWD also expects its employees to maintain the highest standard of ethics and integrity to ensure the business of TRWD is carried out lawfully, ethically, and in a manner that upholds the District's important public mission and maintains the confidence of the public.

XXX.1 Purpose. The purpose of this Employee Standards of Conduct Policy is to establish expectations and guidelines regarding employee standards of conduct for the workplace. The General Manager or designee shall establish administrative procedures that emphasize TRWD's expectation that employees fully comply with all Board-adopted policies, TRWD administrative procedures and guidelines, and all applicable laws.

The purpose of this Code of Ethics is to establish guidelines for the sound business and ethical conduct of all TRWD employees in the conduct of the District's business.

XXX.2 Scope. This Policy applies to all departments, divisions, and offices within TRWD, and to all TRWD employees (including, for purposes of this Policy, independent contractors).

XXX.3 General Policy Regarding Employee Standards of Conduct. TRWD is committed to striving for the highest standards of conduct from its employees. TRWD employees will be honest, fair, and trustworthy in all District activities and relationships. All TRWD employees have an obligation to conduct themselves and their work for TRWD in a manner that merits the trust and confidence of the District's customers and members of the general public. TRWD employees shall recognize and respect the rights of other employees and members of the public and shall work cooperatively with others to serve the best interests of TRWD.

All TRWD employees must perform their job duties and conduct themselves in accordance with Board-adopted policies, TRWD administrative procedures and guidelines, and local, state, and federal laws, regulations, and rules.

TRWD expects its employees to know the Employee Standards of Conduct Policy, and the administrative procedures and guidelines established and implemented under this Policy, and conduct themselves accordingly.

XXX.3.1 Development of Procedures for Employee Standards of Conduct. The General Manager or designee shall establish and implement

administrative procedures or guidelines that set forth the standards of conduct all TRWD employees must follow. The administrative procedures or guidelines shall include, at a minimum, standards of conduct that address the following:

1. TRWD's prohibition on employees engaging in discrimination or harassment (including sexual harassment) against other employees, vendors/contractors, members of the Board of Directors, or members of the public;
2. TRWD's prohibition on employees retaliating against an employee who makes a claim of discrimination or harassment or serves as a witness or participates in an investigation regarding an employee claim of discrimination or harassment;
3. TRWD's prohibition on employees engaging in workplace bullying;
4. TRWD's prohibition on retaliating against an employee who in good faith reports a violation of law by TRWD or a TRWD employee to an appropriate law enforcement authority;
5. TRWD's prohibition on employees engaging in threatening behavior or other behavior which disrupts or hinders the promotion of a safe work environment;
6. The Board-adopted policy regarding nepotism and employment of relatives, domestic partners, and romantic relations;
7. The Board-adopted policy regarding romantic or sexual relationships in the workplace;
8. Employee work and performance expectations including, but not limited to, employee attendance, as well as paid and nonpaid time off and employee leave, work schedules, work quality, and work quantity;
9. Adherence to a drug and alcohol-free workplace;
10. Adherence to TRWD safety rules and regulations and reporting unsafe conditions or practices to the appropriate TRWD personnel;
11. Compliance with proper and acceptable use and protection of TRWD Information Services resources;
12. Maintenance of TRWD's confidential and propriety information;
13. Maintenance of TRWD records;
14. TRWD's prohibition on the misuse, destruction, or theft of TRWD property;

15. Ethical and professional behavior;
16. The duty to keep accurate records;
17. TRWD's prohibition on financial impropriety;
18. Conflicts of interest; and,
19. Other policy and legal compliance.

The General Manager or designee shall also establish and implement administrative procedures or guidelines that provide for the discipline, including discharge, of any employee. The administrative procedures may include, but are not required to include, progressive discipline.

XXX.3.2 Violations. Violations of this Employee Standards of Conduct Policy or the administrative procedures or guidelines establishing employee standards of conduct under this Policy by a TRWD employee may result in disciplinary action up to and including discharge as determined by the General Manager or designee.

XXX.4 Employee Code of Ethics.

XXX.4.1 Definitions. The following definitions apply to this Code of Ethics:

Business Entity - Any business, proprietorship, firm, partnership, or person in a representative or fiduciary capacity, association, venture, trust, corporation, or any other entity recognized by law.

Contract – A written agreement for sale or purchase of real property, goods, or services, including professional services.

Employee - Any person who is hired in a full-time, part-time, or temporary capacity in a position of employment with TRWD, including an independent contractor.

Family Member – A person related to another person within the first degree by consanguinity or affinity, as described by Texas Government Code Chapter 573, Subchapter B.

Family Relationship – A relationship between a person and another person within the third degree by consanguinity, as described by Texas Government Code § 573.023, or second degree by affinity, as described by Texas Government Code § 573.025.

Gift – A benefit offered by a person to a TRWD Official or employee, or family member of the TRWD Official or employee, including food, lodging, transportation, and

entertainment accepted as a guest. A gift does not include a benefit offered on account of kinship or a personal, professional, or business relationship independent of the official status of the recipient.

Official Act or Action - Any legislative, administrative, appointive, or discretionary act of any Director, TRWD Official, or TRWD employee or agent, or any Board Committee.

TRWD Official – Any employee or agent of TRWD who exercises discretion in the planning, recommending, selecting, or contracting of a vendor.

Substantial Interest - A substantial direct or indirect pecuniary or material benefit accruing to a TRWD Official or employee as a result of a contract or transaction which is or may be the subject of an official act or action by or with the District. For the purposes of this Code of Ethics, a TRWD Official or employee shall be deemed to have a substantial interest in the affairs of:

1. Any person related to him or her in the second degree or closer of consanguinity or affinity; or
2. Any business entity or real property if:
 - The interest is ownership of ten percent (10%) or more of the voting stock or shares of the business entity; or ownership of \$15,000 or more of the fair market value of the business entity;
 - The interest is equitable or legal ownership in real property and the fair market value of the interest is \$2,500 or more; or
 - The funds received by a TRWD Official or employee from the business entity exceed ten percent (10%) of the TRWD Official's or employee's gross income for the previous year or which exceed \$2,500 during the preceding twelve (12) months.

Vendor – A person, including the vendor's agent, who enters or seeks to enter a contract with TRWD.

XXX.4.2 Interest of TRWD Official in Contract or Transaction. No TRWD Official having the power or duty to perform an official act or action related to a contract or transaction which is or may be the subject of an official act or action of TRWD or the power to exercise discretion in the planning, recommending, selecting or contracting of a vendor shall:

1. Have or thereafter acquire a substantial interest in such contract or transaction; or

2. Have a substantial interest in any business entity or real property involved in such contract or transaction; or
3. Have solicited or accepted present or future employment with a person or business entity involved in such contract or transaction.

XXX.4.3 Incompatible Service. No TRWD Official or employee shall engage in or accept private employment or render service for a private interest when such employment or service is incompatible with the proper discharge of his or her official duties, or would possibly impair his or her independence of judgment or action in the performance of his or her official duties, unless otherwise permitted by law.

XXX.4.4 TRWD Official Conflict Disclosure. A TRWD Official must file a Local Government Officer Conflicts of Disclosure Statement, Form CIS, with TRWD's Records Management Officer within seven business days after the TRWD Official becomes aware that a vendor contract has been signed or is being considered if any of the following are present:

1. The vendor has an employment or business relationship with the TRWD Official or a family member of the TRWD Official that results in the TRWD Official or family member of the TRWD Official receiving taxable income, other than investment income, that exceeds \$2,500 during the twelve months preceding the date the TRWD Official becomes aware that:
 - A contract between TRWD and the vendor has been executed; or
 - TRWD is considering entering into a contract with the vendor.
2. The vendor has given gifts to the TRWD Official or a family member of the TRWD Official that have an aggregate value of more than \$100 in the 12-month period preceding the date that the TRWD Official becomes aware that:
 - A contract between TRWD and the vendor has been executed; or
 - TRWD is considering entering into a contract with the vendor.
3. The vendor has a family relationship with the TRWD Official.

A TRWD Official is not required to file a Local Government Officer Conflicts of Disclosure Statement, Form CIS, with respect to a gift accepted by the TRWD or family member of the TRWD Official if the gift is a political contribution as defined by Title 15 of the Election Code or food accepted as a guest.

XXX.4.5 Gifts and Benefits. TRWD Officials and TRWD employees shall not solicit or accept any gift, favor, or service from a current or potential vendor that might reasonably tend to influence the TRWD Official or employee in the exercise or performance of official duties in conducting TRWD business, or that the TRWD Official or employee knows or should know is being offered with the intent to influence their official conduct. TRWD Officials and employees are prohibited from accepting from current or potential vendors:

1. Vacations or pleasure trips;
2. Discounts not available to the general public;
3. Products or services not available to the general public under similar circumstances;
4. Loans or advances (other than normal loans from financial institutions);
5. Entertainment at a discount unavailable to the general public; or
6. Other unusual favors not available to the general public at the same cost.

Any TRWD Official or employee receiving such offers shall immediately report such offers to the General Manager or Board of Directors.

A “gift” does not include a reasonable meal accepted as a guest, or a promotional item of nominal value, typical of items given at vendor booths at conferences. The prohibition on gifts, likewise, does not apply to food, lodging, transportation, or entertainment accepted as a guest, if the donee is required by law to report those items and reports those items.

XXX.4.6 Confidentiality. No TRWD Official or employee shall disclose confidential information to advance the financial or other private interests of himself, herself, or others regarding any contract or transaction which is or may be the subject of an official act or action of TRWD without proper legal authorization.

XXX.4.7 Responsibilities of TRWD Officials and Employees. All TRWD Officials and employees are expected to comply with this Code of Ethics. TRWD employees shall report to their immediate supervisor any situation that appears to be in violation of this Code of Ethics. Supervisors shall evaluate any alleged violations and take appropriate corrective action including, if deemed necessary, reporting the situation to the next level of supervision. Supervisors shall report any alleged violations of the Code of Ethics to the Human Resources Department.

If the General Manager appears to be in violation of this Code of Ethics, the matter should be reported to the Board President or the Administration and Policy Committee for consideration and to advise the Board.

XXX.4.8 General Manager's Administration of Code of Ethics. The General Manager shall be responsible for administering this Code of Ethics in a fair and equitable manner. Common sense and good judgment shall be utilized in arriving at reasonable conclusions consistent with the intent of this Code of Ethics. The General Manager or designee is also authorized to establish administrative procedures or guidelines to implement this Code of Ethics and may issue interpretation or seek legal counsel to interpret this Code of Ethics and TRWD's ethical obligations under local, state, or federal law, rules, or regulations.

The General Manager shall evaluate any violation of this Code of Ethics by a TRWD Official or employee that is reported to or otherwise known by the General Manager and take appropriate corrective or disciplinary action, including reporting the situation to the Board of Directors as appropriate.

XXX.4.9 Board of Directors' Evaluation of Violations of this Code of Ethics. The Board shall evaluate any violation of this Code of Ethics that is reported to the Board or is otherwise known by the Board and take appropriate corrective action, including sanctions and initiation of lawsuits, as deemed appropriate.

XXX.4.10 Violations. A TRWD Official or employee who violates this Code of Ethics shall be subject to appropriate corrective, legal, or disciplinary action as determined by the General Manager or designee. If the General Manager violates this Code of Ethics, the General Manager shall be subject to appropriate corrective, legal, or disciplinary action as determined by the Board.

XXX.4.11 Conformity to Applicable Law. This Code of Ethics is intended to implement and conform to applicable law, including Chapters 171 and 176 of the Texas Local Government Code and Chapter 49 of the Texas Water Code. This Code of Ethics shall be automatically deemed to be amended to conform to any future changes in applicable local, state, or federal law.

The General Manager or designee shall regularly review this Code of Ethics and bring this Code of Ethics to the Board of Directors to consider and adopt any necessary changes to ensure it fully complies with applicable law.

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 18

DATE: December 14, 2021

SUBJECT: Consider Approval of Acceptance of Donation of Land Located in Block 8, North Fort Worth Addition to the City of Fort Worth, Tarrant County, Texas

DISCUSSION:

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

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 19

DATE: December 14, 2021

SUBJECT: Consider Approval of Authorization to Acquire Land in the J.T. Hobbs Survey, Abstract No. 806, City of Fort Worth, Tarrant County, Texas

DISCUSSION:

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

Next Scheduled Board Meeting

January 18, 2022