

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 17th Day of May 2022 at 9:00 a.m.

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

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

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

Citizens may present public comment at this time, limited to a total time of three (3) minutes per speaker, unless the speaker addresses the Board through a translator, in which case the limit is a total time of six (6) minutes. If citizens wish to address the Board in person, each proposed speaker must have completed and submitted a speaker card prior to the commencement of the meeting, identifying any agenda item number(s) and topic(s) the speaker wishes to address with the Board. If citizens wish to address the Board virtually, each proposed speaker must have contacted Mr. Chad Lorange of TRWD - by telephone at (817) 720-4367 or by email at chad.lorange@trwd.com - by no later than 3:00 p.m. on Monday, May 16, 2022, identifying any agenda item number(s) and topic(s) the speaker wishes to address with the Board. In such event, the speaker will be provided with a dial-in number to address the Board. By law, the Board may not deliberate, debate, or take action on public comment but may place the item on a future agenda.

- 3. Consider Approval of the Minutes from the Meeting Held on April 19, 2022**
- 4. Consider Approval of Texas Water Development Board SWIFT Application for TRWD (Dallas Project) Contract Revenue Bonds - Sandy Newby, Chief Financial Officer**

5. **Consider Approval of Purchase from Thompson Group for Replacement Pipe Segments Used During Pipe Failures - Darrell Beason, Chief Operations Officer**
6. **Consider Approval of Change in Calculation of Retainage for Contract with Bauer Foundation Corporation for Eagle Mountain Dam Side Channel Spillway Seepage Remediation - Jason Gehrig, Infrastructure Engineering Director**
7. **Consider Approval of Credit Change Order with BAR Constructors, Inc. for the Kennedale Balancing Reservoir Yard Piping, Inlet and Outlet Modifications Project - Jason Gehrig, Infrastructure Engineering Director**
8. **Consider Approval and Adoption of the Following Proposed Board Policy to be Effective June 1, 2022: Liability Insurance and Indemnification Policy - Lisa Cabrera, Chief Human Resources Officer**
9. **Staff Updates**
 - **General Manager Update - Dan Buhman, General Manager**
 - **Board Policy Update - Lisa Cabrera, Chief Human Resources Officer**
 - **Internal Audit Update - Megan Cowan, Internal Audit Manager**
 - **Quarterly Financial Update - Sandy Newby, Chief Financial Officer**
 - **Capital Improvement Plan Adoption Update - Rachel Ickert, Chief Water Resources Officer**
 - **Water Resources Update - Rachel Ickert, Chief Water Resources Officer**
10. **Executive Session under Texas Government Code:**

Section 551.071 to Consult with Legal Counsel on a Matter in Which the Duty of Counsel Under the Texas Disciplinary Rules of Professional Conduct Clearly Conflicts with Chapter 551, Texas Government Code, and to Discuss Pending or Contemplated Litigation
11. **Consider Approval of Settlement Agreement Related to Mary's Creek Wastewater Treatment Plant Contested Case Hearing - Stephen Tatum, General Counsel**
12. **Future Agenda Items**
13. **Schedule Next Board Meeting**
14. **Adjourn**

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF
TARRANT REGIONAL WATER DISTRICT
HELD ON THE 19th DAY OF APRIL 2022 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

Absent
Jim Lane

Also present were Dan Buhman, Alan Thomas, Darrel Andrews, Darrell Beason, Frank Beaty, Lisa Cabrera, Steve Christian, Linda Christie, Woody Frossard, Ellie Garcia, Aaron Hoff, Rachel Ickert, Chad Lorange, Sandy Newby, Rick Odom, Stephen Tatum, and Ed Weaver of the Tarrant Regional Water District (District or TRWD). Also in attendance were Katie Long of Thompson & Horton LLP, and Michael Heiskell of Johnson Vaughn & Heiskell.

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

1.

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

2.

Public comment was received from Thomas Torlincasi, who indicated he would speak regarding all agenda items. Public comment was received from Daniel J. Bennett who indicated he would speak regarding transparency in response to PIA requests. Public

comment was received from Lon Burnam who indicated he would speak regarding agenda item 2.

3.

On a motion made by Director Leonard and seconded by Director Hill, the Directors voted to approve the minutes from the Board meeting held on March 22, 2022. 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 a credit change order in the amount of \$(232,190) for Tunnel Boring Machine modifications with Traylor Sundt Joint Venture for IPL Section 19 Long Tunnel Crossings. In addition, the General Manager, or his designee, is granted authority to execute all documents associated with this item. Funding for this item is included in the Dallas Bond Fund. Director Hill seconded the motion and the vote in favor was unanimous.

5.

With the recommendation of management, Director Kelleher moved to approve a contract in an amount not-to-exceed \$83,450 with Huitt-Zollars, Inc. for master planning and design services for the Operations Compound Relocation Phase 1. Funding for this item is included in the Bond Fund. Director Hill seconded the motion and the vote in favor was unanimous.

6.

With the recommendation of management, Director Kelleher moved to approve a purchase in the amount of \$105,304 from Huffman Communications Sales, Inc. of Corsicana, Texas, for a Prefabricated Concrete Control Building, a vital part of a project to upgrade and modernize the operation of the spillway. Funding for this item is included

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

7.

The Board of Directors discussed the following proposed Board-adopted policy: Liability Insurance and Indemnification Policy. Director Hill inquired if the proposed Board policy was consistent with other similar governmental bodies. Katie Long of Thompson & Horton LLP explained how the proposed policy was consistent, as well as more detailed and more expansive than other similar governmental bodies.

8.

With the recommendation of management, Director Leonard moved to authorize TRWD becoming a party to an Interlocal Agreement with North Central Texas Council of Governments, Regional Transportation Council, and the City of Fort Worth wherein the parties agree that \$3.5 million of the \$5 million bridge loan for the Trinity River Vision Central City Bridge Project would be repaid using TIF revenue over the course of ten (10) years. The \$3.5 million TIF portion will come from revenue authorized for TRWD and will be paid to NCTCOG each year regardless of other TRWD expenses or the remaining TRWD loan amount under the Project Funding Agreement. Funding for this item is included in the Fiscal Year 2022 Special Projects/Contingency Fund. Director Hill seconded the motion and the vote in favor was unanimous.

9.

Staff Updates

- Watershed Programming Update and Award
- Water Resources Update

10.

The Board next held an Executive Session commencing at 9:49 a.m. under Section 551.071 to Consult with Legal Counsel on a Matter in Which the Duty of Counsel Under the Texas Disciplinary Rules of Professional Conduct Clearly Conflicts with Chapter 551, Texas Government Code, and to Discuss Pending or Contemplated Litigation; and Section 551.072 to Deliberate the Purchase, Exchange, Lease or Value of Real Property.

Upon completion of the executive session at 10:59 a.m., the Vice President reopened the meeting.

13.

With the recommendation of counsel, the Board considered approval of reimbursement to TRWD Board members for legal fees incurred related to a recently concluded inquiry from the Tarrant County District Attorney's Office that resulted in no charges or actions. Michael Heiskell, attorney representing the District in this matter, provided background on the investigation. Stephen Tatum, General Counsel, explained voting in the affirmative to authorize reimbursement for a Director means agreement with the following: 1) the acts or omissions giving rise to the DA inquiry was made in good faith and in the performance of the Director's official duties; and 2) the defense of the proceedings was in furtherance of the public interest of Tarrant Regional Water District.

President King made a motion to approve reimbursement of legal expenses, if any, incurred by Director Lane related to the DA inquiry. Director Leonard seconded the motion and the vote in favor was unanimous. Director Lane was absent from the meeting.

President King made a motion to approve reimbursement of legal expenses, if any, incurred by Director Kelleher related to the DA inquiry. Director Leonard seconded

the motion and the vote in favor was unanimous. Director Kelleher recused herself from the vote.

President King made a motion to approve reimbursement of legal expenses, if any, incurred by Director Hill related to the DA inquiry. Director Kelleher seconded the motion and the vote in favor was unanimous. Director Hill recused himself from the vote.

President King made a motion to approve reimbursement of legal expenses, if any, incurred by Director Leonard related to the DA inquiry. Director Hill seconded the motion and the vote in favor was unanimous. Director Leonard recused herself from the vote.

Director Hill made a motion to approve reimbursement of legal expenses, if any, incurred by President King related to the DA inquiry. Director Leonard seconded the motion and the vote in favor was unanimous. President King recused herself from the vote.

11.

With the recommendation of management, Director Hill moved to grant authority to acquire, by purchase, an easement interest in the following described tracts, which are necessary for the public use and purpose of construction and operation of the Integrated Pipeline Project.

IPL Parcel 628AE (4WS Cedar Creek Ranch, Ltd.)

A temporary easement interest across a 0.375-acre tract of land situated in the Vinzens Survey, Abstract Number 288, Henderson County, Texas, and being more particularly described as a portion of that certain tract of land described by Deed to 4WS Cedar Creek Ranch, Ltd., recorded in Volume 2835, Page 179, Deed Records of Henderson County, Texas, and being further described in the accompanying resolution and in the survey plat attached hereto, together with the landowner's agreement to breach a pond dam encroaching on IPL Parcel 628, for the negotiated purchase price of \$150,000; and

EXHIBIT "A"
Property Description

Being 0.375 acres (16,338 square feet) of land situated in the Vinzens Henrich Survey, Abstract Number 288, Henderson County, Texas, and more particularly that certain tract of land described by deed to 4WS Cedar Creek Ranch, Ltd., recorded in Volume 2835, Page 179, Deed Records of Henderson County, Texas (D.R.H.C.T.), and being further described as follows:

BEGINNING at a 5/8 inch iron rod with TranSystems cap set in the south line of IPL Parcel 628 (no deed of record found) being the northwest corner of herein described tract (N: 6,751,116.313, E: 2,716,858.511 Grid), from which a 5/8 inch iron rod with TranSystems cap found being a southern corner of said IPL Parcel 628 bears S 89°57'57" W a distance of 345.98 feet;

- (1) **THENCE** N 89°57'57" E, along the south line of said IPL Parcel 628 and the north line of herein described tract, a distance of 50.46 feet to a 5/8 inch iron rod with TranSystems cap set being the northeast corner of herein described tract, from which a 5/8 inch iron rod with TranSystems cap found being a southern corner of said IPL Parcel 628 bears N 89°57'57" E a distance of 3,055.08 feet;
- (2) **THENCE** S 7°44'18" E, along the east line of herein described tract, a distance of 309.58 feet to a 5/8 inch iron rod with TranSystems cap set in the line of an old 5 feet tall wire fence being the south line of said 4WS tract and the north line of a tract of land described by deed to Town of Trinidad, TX, recorded in Volume 552, Page 42, D.R.H.C.T.;
- (3) **THENCE** S 78°14'09" W, along the south line of said 4WS tract, the north line of said Town of Trinidad tract, the line of said old 5 feet tall wire fence and the south line of herein described tract, a distance of 5.23 feet to a 6 inch wood fence post found;
- (4) **THENCE** S 48°23'44" W, continuing along the south line of said 4WS tract, the north line of said Town of Trinidad tract, the line of said old 5 feet tall wire fence and the south line of herein described tract, a distance of 53.94 feet to a 5/8 inch iron rod with TranSystems cap set for the southwest corner of herein described tract;
- (5) **THENCE** N 7°44'18" W, along the west line of herein described tract, a distance of 346.77 feet to the **POINT OF BEGINNING**, containing 0.375 acres (16,338 square feet) of land, more or less.

NOTE: Basis of bearing is the Texas State Plane Coordinate System, North Central Zone (4202), North American Datum 1983 (NAD 83)(2007) with all distances adjusted to surface by project combined scale factor of 0.9999804020.

NOTE: Plat to accompany this legal description.

I do certify on this 7th day of August, 2021, to Attorney's Title Company of Henderson County, Fidelity National Title Insurance 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 2, Condition IV Survey, and accurate as to the boundaries and areas of the subject property and the size, location and type of buildings and improvements, 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 Fidelity National Title Insurance Company, with an effective date of September 12, 2013, issued date of September 16, 2013, GF # 13-440-DD affecting the subject property and listed in Exhibit "A-1" attached hereto.

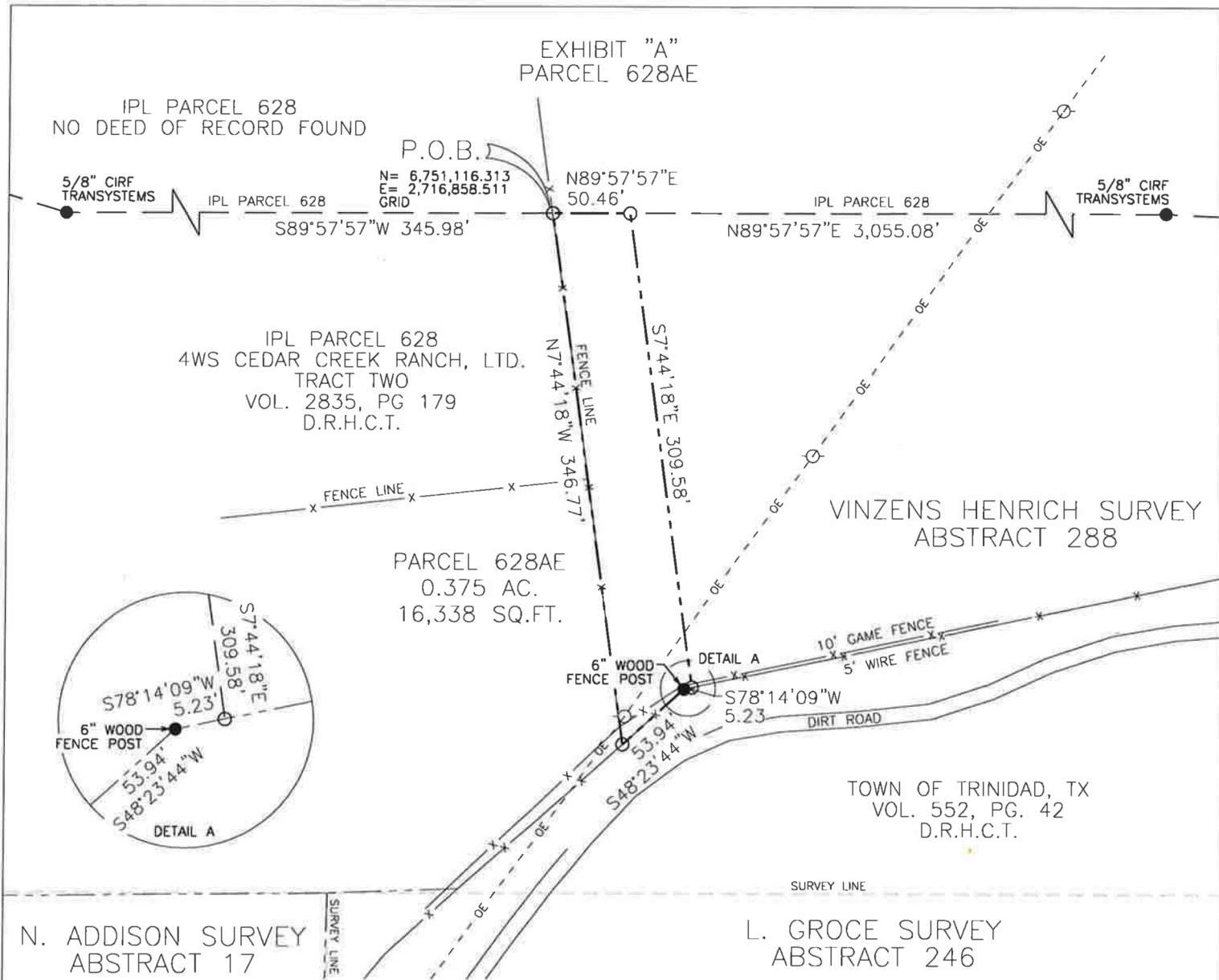
Except as shown on the survey: (i) there are no visible encroachments upon the subject property by visible improvements on adjacent property, (ii) there are no visible encroachments on adjacent property, streets or alleys by any visible improvements on the subject property, and (iii) there are no visible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

This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 2, Condition IV Survey.



Daniel M. Putman
Registered Professional Land Surveyor
Texas Registration Number 6729
Texas Surveying Firm 10038300
TranSystems Corporation
500 West 7th Street, Suite 1100
Fort Worth, TX 76102

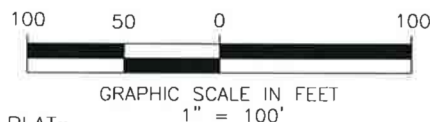




NOTES:
KNOWN UNDERGROUND UTILITIES SHOWN ARE
QUALITY LEVEL B & D SUE (01-24-2013)
(U.O.N.) INDICATES UNLESS OTHERWISE NOTED

LEGEND

- = MARKER FOUND AS NOTED
- = SET 5/8" IRON ROD WITH CAP
STAMPED "TRANSYSTEMS" (U.O.N.)
- ⊙ = POWER POLE



NOTE: LEGAL DESCRIPTION TO ACCOMPANY THIS PLAT.

<p>TranSystems</p> <p>500 WEST SEVENTH STREET SUITE 1100 FORT WORTH, TX 76102 (817) 339-8950 (TEL) (817) 549-7524 (FAX) TX SURV FIRM NO. 10038300</p>	<p>PRINTED ON: 8/7/2014 10:15:44 AM</p> <p style="text-align: center;"> DANIEL M. PUTMAN 6729 PROFESSIONAL LAND SURVEYOR </p>	<p>SHEET TITLE</p> <p style="text-align: center;">EXHIBIT "A" SEGMENT 19-2, PARCEL 628AE 4WS CEDAR CREEK RANCH, LTD.</p> <p>PROJECT</p> <p style="text-align: center;">INTEGRATED PIPELINE PROJECT</p> <p>BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM (NAD83)(2007) WITH ALL DISTANCES ADJUSTED TO SURFACE BY PROJECT COMBINED SCALE FACTOR 0.9999804020</p>
<p>PROJ NO: P202090330</p> <p>SCALE: 1" = 200'</p> <p>DATE: 8-7-2021</p> <p>DRAWN BY: JWJ</p> <p>CHECKED BY: DMP</p> <p>REVISED DATE:</p>		

**IPL Parcel 1123AE
(Gary)**

A permanent easement interest across a 1.320-acre tract of land situated in the Lucy J. Vaughn Survey, Abstract Number 788, and the D.M. Morgan Survey, Abstract Number 557, Henderson County, Texas, and being more particularly described as a portion of that certain tract of land described in a deed to Ann Gary recorded in Instrument Number 2014-00006770, Official Public Records, Henderson County, Texas, and being further described in the accompanying resolution and in the survey plat attached hereto for the negotiated purchase price of \$27,000.

EXHIBIT "A"
Property Description

Being 1.320 acres (57,495 square feet) of land situated in the Lucy J. Vaughn Survey, Abstract Number 788, and the D.M. Morgan Survey, Abstract Number 557, Henderson County, Texas, and more particularly that certain tract of land described by deed to Ann Gary, recorded in Instrument Number 2014-00006770, Official Public Records, Henderson County, Texas (O.P.R.H.C.T.) and being further described as follows:

BEGINNING at a PK nail found in the center of County Road 4610, a variable width right-of-way, no deed of record found, being the southwest corner of said Gary tract, the southeast corner of a tract of land described by deed to John L. Carter and Shirley A. Carter, recorded in Volume 1941, Page 507 O.P.R.H.C.T. and the southwest corner of herein described tract (N: 6,731,477.985, E: 2,806,399.076 Grid), from which a 60D Nail found being bears S 85°26'25" W, a distance of 494.56 feet;

- (1) **THENCE** N 1°19'34" W along the west line of said Gary tract, the east line of said Carter tract and the west line of herein described tract, a distance of 1,918.67 feet to a 5/8 inch iron rod with TranSystems cap set in the south line of a tract of land described by deed as a Water Pipeline(s) Easement and Right-of-Way to Tarrant Regional Water District, recorded in Instrument Number 2015-00010371 O.P.R.H.C.T. being the northwest corner of herein described tract;
- (2) **THENCE** S 79°55'38" E, along the south line of said easement and the north line of the herein described tract, a distance of 8.30 feet to a 5/8 inch iron rod with TranSystems cap set;
- (3) **THENCE** N 88°04'37" E continuing along the south line of said easement and the north line of the herein described tract, a distance of 21.87 feet to a 5/8 inch iron rod with TranSystems cap set, being the northeast corner of the herein described tract;
- (4) **THENCE** S 1°19'34" E, along the east line of herein described tract, a distance of 1,915.56 feet to a Mag Nail set in south line of said Gary tract and the center of said County Road 4610 for the southeast corner of herein described tract;
- (5) **THENCE** S 85°26'25" W, along the south line of said Gary tract, the center of said County Road 4610 and the south line of herein described tract, a distance of 30.05 feet to the **POINT OF BEGINNING**, containing 1.320 acres (57,495 square feet) of land, more or less.

NOTE: Basis of bearing is the Texas State Plane Coordinate System, North Central Zone (4202), North American Datum 1983 (NAD 83)(2007) with all distances adjusted to surface by project combined scale factor of 0.9999804020.

NOTE: Plat to accompany this legal description.

I do certify on this 20th day of August, 2021, to Attorney's Title Company of Henderson County, Fidelity National Title Insurance 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 2, Condition IV Survey, and accurate as to the boundaries and areas of the subject property and the size, location and type of buildings and improvements, 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 Fidelity National Title Insurance Company, with an effective date of July 8, 2014, issued date of July 15, 2014 GF # 14-442-DD affecting the subject property and listed in Exhibit "A-1" attached hereto.

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.

This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 2, Condition IV Survey.



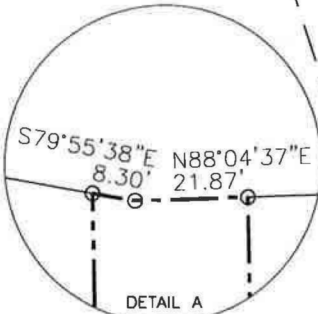
Daniel M. Putman
Registered Professional Land Surveyor
Texas Registration Number 6729
Texas Surveying Firm 10038300
TranSystems Corporation
500 West 7th Street, Suite 1100
Fort Worth, TX 76102



EXHIBIT "A"
PARCEL 1123AE

TARRANT REGIONAL
WATER DISTRICT
INST. NO. 2015-00010371
O.P.R.H.C.T.

JOHN L. CARTER AND
SHIRLEY A. CARTER
EASEMENT FOR USING AND
MAINTAINING A RUNWAY
VOL. 1941, PG. 541
D.R.H.C.T.



JOHN L. CARTER AND
SHIRLEY A. CARTER
EASEMENT FOR USING AND
MAINTAINING A RUNWAY
VOL. 1941, PG. 545
D.R.H.C.T.

JOHN L. CARTER AND
SHIRLEY A. CARTER
VOL. 1941, PG. 507
O.P.R.H.C.T.

T.W. FRIZZELL SURVEY
ABSTRACT 237

ANN GARY
INSTRUMENT No. 2014-00006770
O.P.R.H.C.T.
CALLED 104.043 AC. TR.

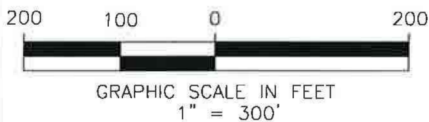
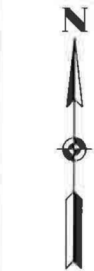
PARCEL 1123AE
1.320 AC.
57,495 SQ.FT.

D.M. MORGAN SURVEY
ABSTRACT 557

N. NUGENT SURVEY
ABSTRACT 981

LUCY J. VAUGHN SURVEY
ABSTRACT 788

GAY COLLEY ET AL
INST. NO. 2015-0013766
O.P.R.H.C.T.



LEGEND

- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- D.R.H.C.T. DEED RECORDS,
HENDERSON COUNTY, TEXAS
- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS
HENDERSON COUNTY, TEXAS
- = MARKER FOUND AS NOTED
- = 5/8" IRON ROD WITH TRANSYSTEMS CAP SET
(UNLESS OTHERWISE NOTED)

TEXAS POWER AND
LIGHT COMPANY
VOL. 114, PG. 448
D.R.H.C.T.

P.O.R.
60D NAIL

S85°26'25"W
494.56'

PK NAIL

P.O.B.
N: 6,731,477.985
E: 2,806,399.076
GRID

MAG NAIL
SET
OVERHEAD
ELECTRIC
ASPHALT

S85°26'25"W
30.05'

COUNTY ROAD NO. 4610
VARIABLE WIDTH RIGHT-OF-WAY
NO DEED OF RECORD FOUND

N. LOVEL SURVEY
ABSTRACT 448

NOTE: LEGAL DESCRIPTION TO ACCOMPANY THIS PLAT.
NOTE: NO KNOWN UTILITIES FOUND 2/19/2013.

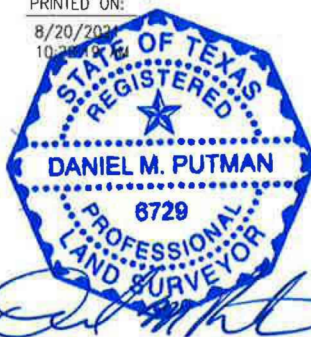
TranSystems

500 WEST SEVENTH STREET
SUITE 1100
FORT WORTH, TX 76102
(817) 339-8950 (TEL)
(817) 549-7524 (FAX)
TX SURV FIRM NO. 10038300

PROJ NO: P202090330
SCALE: 1" = 300'
DATE: 8-20-2021
DRAWN BY: JWJ
CHECKED BY: DMP
REVISED DATE:

PRINTED ON:

8/20/2021
10:20:12



SHEET TITLE

EXHIBIT "A"
SEGMENT 19-2, PARCEL 1123AE
ANN GARY

PROJECT

INTEGRATED PIPELINE PROJECT

BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE
SYSTEM, NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM
(NAD83)(2007) WITH ALL DISTANCES ADJUSTED TO SURFACE BY
PROJECT COMBINED SCALE FACTOR 0.9999804020

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

12.

With the recommendation of management, Director Hill moved to grant authority to execute and deliver one or more deeds conveying fee simple title to the land described on Exhibit "A" attached hereto and incorporated herein by reference (the "Exchange Property") to Robert A. Clark, Sr., Charles Allen Bounds, and Wiley D. Stroud, Trustee for Richard Ashly Bounds (collectively, "Clark").

FIRST TRACT:

All that certain lot, tract or parcel of land, lying and being situated in Navarro County, Texas, and being a part of the M. Boren Survey, A. 56 and a part of a tract of 200 acres of land which was caused to be plotted by A. Y. Ward into 8 tracts of 25 ac. each, numbered from 1 to 8 inclusive, and the tract herein described being "Lot 1" of said subdivision and more particularly described as follows:

BEGINNING at the SW corner of 100 ac. tract sold to S. G. Ward by deed which is recorded in Vol. 88, Page 50 of the Deed Records of Navarro County, Texas;

THENCE N. 60 E. 353.22 varas along the South line of said 100 ac. tract to the SW corner of "Lot 2";

THENCE N. 30 W. 399.5 varas to the NW corner of "Lot 2";

THENCE S. 60 W. 353.22 varas to a stake in the West line of said 200 ac. tract;

THENCE S. 30 E. 399.5 varas to the Place of Beginning, and containing 25 acres of land more or less.

SECOND TRACT:

All that certain lot or tract of land lying and being situated in Navarro County, Texas, being a part of the M. Boren Sur. A-56 and a part of a 200 acre tract which was caused to be plotted into 8 tracts of 25 acres each, numbered 1 through 8 inclusive, and the land herein described being "Lot 2" of said subdivision and is more particularly described as follows:

BEGINNING at the SE corner of the above "Lot 1";

THENCE N. 60 E. 353.22 varas to the SW corner of "Lot 3" of said subdivision and in the South line of said 200 acre tract;

THENCE N. 30 W. 399.5 varas to the NW corner of "Lot 3";

THENCE S. 60 W. 353.22 varas to the NE corner of "Lot 1" of said subdivision;

THENCE S. 30 E. 399.5 varas to the Place of Beginning, and containing 25 acres of land, more or less.

THIRD TRACT:

All that certain lot or tract of land in the M. Boren Survey, A-56, Navarro County, Texas and being "Lot 3" of the A. Y. Ward subdivision of 200 acres, above referred to, and being more particularly described as follows;

BEGINNING at the SE corner of "Lot 2" above described;

THENCE N. 60 E. 353.22 varas to the SW corner of "Lot 4";

THENCE N. 30 W. 399.5 varas to the NW corner of "Lot 4";

THENCE S. 60 W. 353.22 varas to the NE corner of "Lot 2";

THENCE S. 30 E. 399.5 varas to the Place of Beginning and containing 25 acres of land more or less.

FOURTH TRACT:

All that certain lot or tract of land in the M. Boren Survey, A-56, Navarro County, Texas being known as "Lot 4" of the A. Y. Ward subdivision of 200 acres above referred to, and being more particularly described as follows:

BEGINNING at the SE corner of Lot 3 of said subdivision and in the South line of said 200 acre tract;

THENCE N. 60 E. 353.22 varas to the SW corner of 25.5 acre tract, same being the residue of a 227.5 acre tract;

THENCE N. 30 W. 399.5 varas;

THENCE S. 60 W. 353.22 varas to the NE corner of "Lot 3";

THENCE S. 30 E. 399.5 varas to the Place of Beginning and containing 25 acres of land, more or less.

FIFTH TRACT:

All that certain lot or tract of land in the M. Boren Survey A-56, Navarro County, Texas, being known as "Lot 5" of the A. Y. Ward subdivision of 200 acres above referred to, and being more particularly described as follows:

BEGINNING in the North line of a 127.5 acre tract sold to Ward by deed recorded in Vol. 84, Page 287 of the Deed Records of Navarro County, Texas at the NE corner of "Lot 6";

THENCE N. 60 E. 353.22 varas along the North line said 127.5 ac. tract;
THENCE S. 30 E. 399.5 varas to the NE corner of "Lot 4";
THENCE S. 60 W. 353.22 varas to the NW corner of "Lot 4";
THENCE N. 30 W. 399.5 varas to the Place of Beginning and containing 25 acres of land, more or less.

SIXTH TRACT:

All that certain lot or tract of land in the M. Boren Survey, A-56, Navarro County, Texas, being known as "Lot 7" of the A. Y. Ward subdivision of 200 acres above referred to, and being more particularly described as follows:

BEGINNING at the NW corner of "Lot 6" of said subdivision in the North line of a 127.5 acre tract;
THENCE S. 30 E. 399.5 varas to the SW corner of "Lot 6";
THENCE S. 60 W. 353.22 varas to the NW corner of "Lot 2";
THENCE N. 30 W. 399.5 varas to the North line of said 127.5 acre tract;
THENCE N. 60 E. 353.22 varas to the Place of Beginning, and containing 25 acres more or less.

SEVENTH TRACT:

All that certain lot or tract of land in the M. Boren Survey, A-56, Navarro County, Texas and being known as "Lot 8" of the A. Y. Ward subdivision of 200 acres of land as above referred to, and being more particularly described as follows:

BEGINNING at the NW corner of said 127.5 acre tract above referred to;
THENCE N. 60 E. 353.22 varas to the NW corner of "Lot 7";
THENCE S. 30 E. 399.5 varas to the SW corner of "Lot 7";
THENCE S. 60 W. 353.22 varas to the West line of said 127.5 acre tract;
THENCE N. 30 W. 399.5 varas to the Place of Beginning, and containing 25 acres of land more or less.

EIGHTH TRACT:

All that certain tract or parcel, being 97.59 acres of land, more or less, being a part of the Thomas Ross Survey, Abstract No. 672, Navarro County, Texas and being a part of a 212.20 acre tract of land described in a deed from A. M. Milligan to S. C. Ward, dated July 1, 1899 and recorded in Vol. 94, Page 275 of the Deed Records of Navarro County, Texas.

BEGINNING at the Northwest corner of said 212.20 acre tract;
THENCE North 60 East 1062 varas to the Northeast corner of said 212.20 acre tract in a public road;
THENCE South 40 East 510 varas with the meanders of said public road to a stake for corner;
THENCE South 60 West 1144 varas to a stake for corner in the West boundary line of said 212.20 acre tract;
THENCE North 30 West 508.5 varas to the Place of Beginning and containing 97.59 acres of land more or less, and being the same land described as first tract for Mrs. Nellie Ross in a Partition Deed dated December 19, 1946 and recorded in Vol. 461, Page 383 of the Deed Records of Navarro County, Texas.

NINTH TRACT:

All that certain lot, tract or parcel of land lying and being situated in Navarro County, Texas, being part of the M. Boren Survey, Abstract Number 56, and a part of a tract of 200 acres of land which was caused to be platted into 8 tracts of 25 acres each, numbered from one to eight inclusive, the land hereby conveyed being Lot Number Six of the subdivision of said 200 acres it further described as follows:

BEGINNING in the North line of said 127-1/2 acre tract at the Northwest corner of Lot Number 5;
THENCE South 30 East 399-1/2 varas to the Southwest corner of said Lot Number 5;
THENCE South 60 West 353.22 varas to the Northwest corner of Lot Number 3;
THENCE North 30 West 399-1/2 varas to the North line of said 127-1/2 acre tract;
THENCE North 60 East 353.22 varas to the PLACE OF BEGINNING.

TENTH TRACT:

All that certain lot, tract or parcel of land lying partly in the following surveys, THOMAS ROSS SURVEY, Abstract 672 and CHAS. R. SANDERS SURVEY, Abstract 744 and the M. BOREN SURVEY, Navarro County, Texas, being 63.67 acres of land and being a portion of a called 97.5 acre tract found upon resurvey to contain 95.00 acres of land and being the tract of land described in a deed from J. D. Bell and Edith Bell to H. P. Bonner, dated September 12, 1980 and recorded in Volume 943, Page 285, Deed Records, Navarro County, Texas. Said 63.67 acre tract described to-wit:

BEGINNING at a 3" iron pipe and 2" X 2" hub at the most Westerly corner of said 95 acre tract, being in the Easterly line of the Brown estate 345.7 acre tract;
THENCE South 30° East, 1122.0 feet (called 980.6 feet) along the Westerly fence of said 95 acre tract to an ell corner;
THENCE South 60° West, 88.0 feet (called 80 feet) to an ell corner of said 95 acre tract;
THENCE South 30° East, 702.0 feet (called 838.9 feet) continuing along the Westerly fence of said 95 acre tract to a tee bar post set therein for corner;
THENCE North 60° 36' East, (called North 60° East) 1533.60 feet along a new cut line to a tee bar post set therein for corner;
THENCE North 27° 52' West, 1841.22 feet to a tee bar post set in the Northwestern fence line of said 95 acre tract;
THENCE South 60° West, 1514.0 feet along said Northwestern fence line to the point of Beginning, containing 63.67 acres of land of which approximately 10.4 acres lie in the Thomas Ross Survey, Abstract 672, 42.6 acres lie in the N. Boren Survey and 10.67 acres lie in the Charles R. Sanders Survey, Abstract 744, Navarro County, Texas.

ELEVENTH TRACT:

All that certain tract or parcel of land lying and situated in Navarro County, Texas; a part of the Thomas Ross Survey, Abst. No. 672; and being a part of and the middle portion of a tract called 212.21 acres, as conveyed by A. M. Milligan to S. G. Ward by Warranty Deed of record in Vol. 94, Page 275, of the Deed Records of Navarro County, Texas; and being the same tract called the Second Portion or Lot No. 2, as set aside to Mrs. Pansy E. Morriss in that certain Partition Deed- in the Partition of the Estate of Mrs. A. Y. Ward, Decd. - between Mrs. Willie Blanchard, Edward C. Ward, Et Al, said deed dated the 19th day of December, 1946, and recorded in Vol. 461, Page 383, of the said Deed Records; this parcel or tract of land being described by metes and bounds as follows, to-wit: The Surface Estate Only

BEGINNING at a 2" pipe and 8" Mesquite corner post, set for the Southwest corner of this lot or parcel of land, said corner stake stands in the West line of the Thomas Ross Survey (A-672), and in the East line of the Matthew Boren Survey (A-56), said stake is set approximately 122 varas N 30° W from the original Southwest corner of the Ross Survey, and being the Northwest corner of 27.26 acres, out of the Ross Survey, as set apart in Portion Three of 97.5 acres for Beryl Calhoun, Mack Liddell Ward, Et Al, in said Partition Deed;

THENCE running N 59° 30' E with the fence on the South line of this tract, 261.6 feet (94.2 vrs) to a 30" Hackberry tree, at angle point in fence;

THENCE N 60° 30' E with the fence, 1157.7 (416.77 vrs) to a stake at root of a 15" Mesquite at angle point;

THENCE N 59° 54' E with the fence 700 feet (252 vrs) to a 1" pipe at angle point;

THENCE N 59° 18' E with the fence, 1278 feet (460.08 varas) to a 2" pipe and 8" Mesquite corner post for Southeast corner, in the West line of a County Road, known as the Cade to Richland Road, this being the Northeast corner of a tract of 27.26 acres, called the Third Portion, and stands N 40° W 341.7 feet (123 vrs) from the Southeast corner of the 212 acres tract;

THENCE N 40° W with the fence on the West line of the County Road, 1180.6 feet (425 vrs) to a 2" pipe under fence for Northeast corner, this being the Southeast corner of Lot No. 1, called 97.59 acres;

THENCE S 60° W with the North line of this tract and South line of the 97.59 acres, on a new line that is unfenced, 3187.1 feet (1147.36 vrs) to a 2" pipe for Northwest corner in the West line of the Survey, the fence on the West line meanders on and off the line;

THENCE S 29° 34' E with the West line of this tract, 890.2 feet (320.47 vrs) to a 1" pipe and corner post;

THENCE S 29° 40' E with the fence, 282 feet (101.52 varas) to the Place of Beginning and containing 88.740 acres.

TWELFTH TRACT:

All that certain lot, tract, or parcel of land, being a part of the M. Boren league survey being the part of the 1000 acres set apart to J. H. and Levinia Lippard in the case of Cook vs. Boren in the District Court of Navarro County, Texas, conveyed by J. H. & Levinia Lippard to J. L. Halbert and N. C. Read;

BEGINNING at the north corner of 1042 acres set apart to S. C. Cook in said suit a stake;

THENCE North 60 East 1440 vrs. to a stake in T. Ross west line the southeast corner of 566 acres set apart to Nancy Boren;

THENCE South 30 East 1345 1/2 vrs. to a stake in prairie;

THENCE South 60 West 1431 1/2 vrs. to a stake in the west line of the Lippard 1000 acres aforesaid;

THENCE North 30 West 1374 1/2 vrs. to the beginning and containing 345 7/10 acres of land, more or less.

All that certain lot, tract, or parcel of land, being 214.4 acres of the Thomas Ross Survey in Navarro County, Texas, particularly described as follows, to wit:

BEGINNING at a stake in the West line of the Thomas Ross Survey at the N. W. corner of a 212 20/100 acre tract sold to S. G. Ward on July 1st, 1899;

THENCE N. 60 E. 1073 vrs. to a stake in Richland and Cade Public road;

THENCE N. 40 W. with said road 1260 vrs. to a stake in the same;

THENCE S. 60 W. 895 vrs. to a stake, whence a mesquite 4 in. dia. brs. S. 41 W. 6 1-2 vrs. and do 4 in. dia. brs. N. 55 W. 6 1/2 vrs;

THENCE S. 30 E. 1229 vrs. to the place of beginning, and being the same tract of land described as third tract in Warranty Deed from Callie Pearce to W. C. Pearce, dated Dec. 15, 1917, of record in Volume 204, Page 688 of the Deed Records of Navarro County, Texas.

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

14.

Director Kelleher requested a future staff update regarding open records requests received under the Public Information Act which are forwarded to the Attorney General's office.

15.

The next board meeting was scheduled for May 17, 2022 at 9:00 a.m.

16.

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

President

Secretary

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 4

DATE: May 17, 2022

SUBJECT: Consider Approval of Texas Water Development Board SWIFT Application for TRWD (Dallas Project) Contract Revenue Bonds

FUNDING: N/A

RECOMMENDATION:

Management recommends approval to request financial assistance from the Texas Water Development Board (TWDB) as part of the State Water Implementation Fund for Texas (SWIFT) low-interest loan program.

DISCUSSION:

The Texas Water Development Board (TWDB) provides annual support to help communities develop and optimize water supplies at cost-effective rates through the State Water Implementation Fund for Texas (SWIFT) program. Management is requesting approval to apply for this program on behalf of Dallas Water Utilities for the upcoming contract revenue bonds required for their portion of upcoming IPL construction. This future bond issue will be for Phase III of the Integrated Pipeline Project (IPL), which connects the core piece of the pipeline to Lake Palestine, and is funded 100% by Dallas Water Utilities (DWU).

The District is applying for the low-interest portion of the program which offers loans at below market interest rates. The TWDB has approved the abridged application submitted by the District, and this approval by the Board will be to continue with the full application. Attached are 1) a timeline of the anticipated bond issue activity from May through December, 2) a description of the uses of the bond proceeds, and 3) the required documentation for TWDB.

Submitted By:

Sandy Newby
Chief Financial Officer

2022 TRWD Bond Issue Timeline

	May 2022	June 2022	July 2022	August 2022	September 2022	October 2022	December 2022
TRWD 2022 Bond Issue - \$50 million		Board Approves Bond Sale		Receive Funds			
TRWD DWU 2022/2023 Contract Revenue Bond Issue (SWIFT) - ~ \$255 million	Board Approves SWIFT Application			Board Approves Private Placement Bond Sale		Receive Funds	
TRWD Enterprise ECPB Refunding Resolution			Board Approves Refunding Resolution				
TRWD General Obligation Bonds						(Tentative) Board Approves Bond Sale	(Tentative) Receive Funds
TRWD Governmental ECPB Refunding Resolution						Board Approves Refunding Resolution	

IPL Phase III Project Budget - 2022/2023 Bond Issue

Cost Type	2022/2023 Bond Issue Budget
<u>Construction</u>	
Section 19-1 & 19-2	\$132,000,000
LP - Palestine Lake Pump Station	\$62,000,000
Section 19 Owner Furnished Valves	\$3,000,000
Miscellaneous	\$3,000,000
Total Construction	\$200,000,000
Soft Costs	\$37,250,000
Contingency	\$5,075,000
Reserve Fund & Bond Issuance Costs	\$12,675,000
Total Phase III Budget in 2022/2023 Bond Issue	\$255,000,000

Application Filing and Authorized Representative Resolution

A RESOLUTION by the Board of Directors of the Tarrant Regional Water District requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

BE IT RESOLVED BY THE Board of Directors OF THE Tarrant Regional Water District:

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$ 255,000,000 to provide for the costs of the Integrated Pipeline Project City of Dallas Connection to Lake Palestine.

SECTION 2: That Board President, General Manager, or Chief Financial Officer be and is hereby designated the authorized representative of the Tarrant Regional Water District for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the Tarrant Regional Water District before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: Laura Alexander
Hilltop Securities, Inc.

Engineer: Eddie Weaver
TRWD Project Manager

Bond Counsel: Molly Carson
McCall, Parkhurst & Horton LLP

PASSED AND APPROVED, this the _____ day of _____, 20____.

ATTEST: _____

By: _____

(Seal)

(SEAL)

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 5

DATE: May 17, 2022

SUBJECT: Consider Approval of Purchase from Thompson Group for Replacement Pipe Segments Used During Pipe Failures

FUNDING: Fiscal Year 2022 Non- Budgeted Items - Allocated 100% Revenue Fund

RECOMMENDATION:

Management recommends approval of a purchase **in the amount of \$196,659** from Thompson Group for 72" E-301 pipe to replace 3 joints used due to failures on the Cedar Creek Pipeline.

DISCUSSION:

The three (3) joints were used during fiscal years 2021 and 2022 after failures in Sections II and III of the Cedar Creek Pipeline.

Two (2) closure segments, and one (1) standard segment are required to replenish stock of E301 pipe to be used in the event of emergency for a total of \$196,659.00.

This item was reviewed by the Construction and Operations Committee on May 13, 2022.

Submitted By:

Darrell Beason
Chief of Operations



The competitive bidding process is the foundation of government purchasing. There will be rare instances in which competition may not be available due to the unique nature of some goods and services. It is the responsibility of the Purchasing Department to determine if a proprietary designation can be applied. In order to make this determination, the Purchasing Department must understand the unique characteristics of the good or service.

SOLE SOURCE PURCHASE: A “Sole Source Purchase” means that the good/service is unique and that the vendor, to the best of the requestor’s knowledge and belief, based upon the thorough research of the requestor is the only vendor from whom the good/service can be obtained.

SOLE SOURCE BRAND: A “Sole Source Brand” means that only a particular brand is acceptable for a particular reason, although the required brand may be obtainable from more than one source. Something can be a “sole source brand” and still not be a “sole source purchase” if more than one dealer can provide competitive quotes.

PR/PO# and Description	91792- PIPE TO REPLENISH STOCK AT ENNIS DUE TO FAILURES
Vendor Name:	THOMPSON PRESSURE PIPE GROUP
Vendor Contact:	PAT WHITELEY
Phone:	972-310-0730
Email Address:	PAT.WHITELEY@THOMPSONPIPEGROUP.COM

<p>SPECIAL USE REQUIREMENTS</p> <p>To be compatible with existing equipment:</p> <p>For the repair, maintenance or modification of existing equipment:</p> <p>For use as spare or replacement equipment:</p>	<p><input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>NEEDS STATEMENT</p> <p>Describe in detail the good or service to be procured and how it meets your needs. Why is this the only product or service that can meet the District's needs?</p>	<p>THE BELL AND SPIGOT SYSTEM, USING CARNEGIE JOINTS, MUST HAVE EXACT DIMENSIONS SO THE RUBBER GASKET USED AS A WATERTIGHT SEAL DOES NOT LEAK. MANY OF OUR JOINTS ARE BEVELED, CREATING A SLIGHT ANGLE BETWEEN THE TWO ADJACENT PIPES, SO THE BELL AND SPIGOT ARE NOT UNIFORM RADIALLY.</p> <p>THE ORIGINAL DESIGN OF THE BELL AND SPIGOT SYSTEM ON THESE PIPES MUST BE DUPLICATED FOR THE REPLACEMENT PIPES.</p>

<p>FEATURES REQUIREMENTS</p> <p>List the major features/capabilities that are required. What unique design/performance features does this good or provider of the service have that are essential to your requirements? Provide a brief technical explanation as to why these features are essential.</p>	<p>IN DEVELOPING THE GRADE OF THE TRENCH, THE THICKNESS OF THE PIPE MUST BE THE SAME AS THE ORIGINAL, SO THE BELL AND SPIGOT LINE UP ON EACH SIDE. OTHER MANUFACTURERS MAY HAVE DIFFERENT WALL THICKNESS, MAKING INSTALLATION DIFFICULT OR IMPOSSIBLE. IF WE HAVE TO WELD THE JOINTS BECAUSE THEY ARE NOT CORRECT, THIS ADDS SUBSTANTIALLY TO THE TIME IT TAKES TO COMPLETE THE REPAIRS.</p>
<p>EVALUATION OF COMPETING BRANDS</p> <p>Did you consider other goods or providers of services with similar capabilities? Indicate specific brands/models of competitors' products that were investigated and describe why they do not meet listed Features Requirements. List sales representatives and their phone numbers so that the Buyer can contact them to verify that other goods or services do not meet your needs.</p>	<p>THOMPSON PIPE GROUP IS THE ONLY COMPANY WITHIN A 1,000 MILE RADIUS THAT SUPPLIES THIS PRODUCT. THE OTHER COMPANIES THAT MAY SELL A SIMILAR PRODUCT ARE AMERON IN CALIFORNIA, MURNO IN ONTARIO AND VIANINI IN NEW JERSEY.</p>
<p>BRAND NAME SOLE SOURCE (FOR GOODS ONLY)</p> <p>Is the specific brand/model being recommended for procurement available from more than one source (i.e., more than one dealer or distributor)? If Yes, this will be processed as a brand name sole source procurement. Provide the company names of known sources for this item.</p>	<p>NO, THOMPSON PRESSURE PIPE GROUP DOES NOT HAVE ANY RESELLER OR DISTRIBUTORS.</p>
<p>RISK ELEMENTS</p> <p>Describe any substantial risks if the product or service was procured from another vendor</p>	<p>TO ENSURE THE CONTINUOUS FLOW OF WATER TO MORE THAN 1.7 MILLION PEOPLE IN THE NORTH CENTRAL TEXAS AREA. TRWD MUST CONTINUE TO USE AWWA E301 REINFORCED CONCRETE PIPE SUPPLY BY THOMPSON PRESSURE PIPE GROUP.</p>

DEPARTMENT APPROVAL

By signing below, the department certifies that the information submitted on this form is accurate and complete. The final determination of sole source or brand name sole source will be made by the Purchasing Manager.

Signature: JORDAN FOOTE

Date: 5/6/2022

Printed Name: JORDAN FOOTE

PROCUREMENT APPROVAL (to be filled out by the Purchasing Department)

DETERMINATION:

- ☐ Sole source approved – purchase as requested
- ☐ Brand name sole source approved – issue solicitation on a “No Substitutes” basis
- ☐ Sole source not approved – issue solicitation using performance specifications

Purchasing Manager Signature: _____
Date

Notes (for Purchasing Use Only)

Original Date and PR # sole source was approved:

PR No. for this purchase:

Other:



QUOTATION FOR PRODUCTS/SERVICES
Material Quotation Quote Number: 220502-4749 Date: 05/06/22

Project Name: TRWD ESTOCK

PRICING IS GOOD UNTIL CLOSE OF BUSINESS JUNE 3, 2022

Project Location: Ennis, TX

Attention: Kari-Anne Starks

TRWD ESTOCK

kari-anne.starks@trwd.com

(817) 720-4437

FOR INFORMATION AND TO PLACE AN ORDER:
REFERENCE THIS QUOTE NUMBER: <u>220502-4749</u>
CONTACT: Pat Whiteley Project Manager - Pipeline Services Thompson Pipe Group 1003 MacArthur Blvd Grand Prairie, TX 75050 Tel: (469) 313-2517 Email: pwhiteley@thompsonpipegroup.com
<p>This quotation is developed without benefit of project plans and specifications. Our estimate is provided as a courtesy only, and we make no representation or warranty regarding its accuracy or completeness. You, therefore, remain responsible for verifying our engineering prior to manufacturing and shipment. Any changes to the listed materials must be negotiated and will be charged on the basis of our Standard Price List.</p>
<p>A Lloyds Register Certified Manufacturer An Equal Opportunity Employer</p>



I. THOMPSON PIPE GROUP FURNISHED MATERIALS AND/OR SERVICES

We propose to furnish the following Pressure Pipe materials and/or services in accordance with applicable AWWA Standard, at the prices and conditions listed below:

Item No.	Description	Qty	Unit	Unit Price	Extended Price
1	72" E301-250 Standard Segment, 24lf LL	1	Each	\$ 19,378.00	\$ 19,378.00
2	72" E301-250 Repair Closure w/ 24" Manway & Hardware; includes	2	Each	\$ 83,566.00	\$ 167,132.00
	1 Each Segment A, 72" ECP Joint Ring x 72" ECP PE Adapter				
	1 Each Segment B, 72" ECP PE x 72" ECP Joint Adapter w/ 24" Class E Blind Flange w/ Lifting Handles w/ Accessories				
	1 each 72" ECP Short				
3	72" 250 Class Butt Strap	3	Each	\$ 2,727.00	\$ 8,181.00
4	Freight, estimated	3	Load	\$ 500.00	\$ 1,500.00
5	72" ECP Lay Gaskets (O-Ring)	6	Each	\$ 45.00	\$ 270.00
6	72" x 48" Grout Diapers	2	Each	\$ 48.00	\$ 96.00
7	72" x 18" Grout Diapers	6	Each	\$ 17.00	\$ 102.00
	Current Delivery, Fittings: 10 to 12 weeks after approved shop drawings				
	Sales Tax not included				
	Standby time not caused by TPGP will be invoiced at \$150 per hour				
Total					\$196,659.00

THOMPSON PIPE GROUP PRESSURE

PIPELINE SERVICES TERMS AND CONDITIONS:

Scheduling of Welding Services:

Standard lead time for welding services is 2- 3 weeks. Expediting these times is possible depending on volume and project. The actual date/time of service is subject to mutual agreement and the final scheduled date must be confirmed by Thompson Pipe Group Pressure. In the event work is scheduled and subsequently cancelled, Thompson Pipe Group Pressure will make every attempt to reschedule as per your request.

Scheduling of Tapping Services:

Standard lead time for tapping services is 2- 3 weeks. Expediting these times is possible depending on volume and project. The actual date/time of service is subject to mutual agreement and the final scheduled date must be confirmed by Thompson Pipe Group Pressure. In the event work is scheduled and subsequently cancelled, Thompson Pipe Group Pressure will make every attempt to reschedule as per your request.

Material Delivery Terms:

- 1) DIP mechanical accessories are not included with this quote
- 2) Freight to be FOB Thompson Pipe Group Pressure facility, pre-paid and add.
- 3) Materials on this quote are based on our standard coating, lining and specs unless otherwise noted.
- 4) Material Delivery Terms: F.O.B. Origin
- 5) Prices are Quoted for Class 250 pipe unless otherwise noted.

II. SPECIAL NOTES PERTAINING TO PRICES QUOTED

The following notes are conditions of the pricing quoted herein:

- 1) Prices are firm for 30 days from the date of this quote.
- 2) Pricing includes one laying gasket (polyisoprene, 60 Duro) and one grout wrapper per Thompson Pipe Group Pressure joint. Additional gaskets and diapers will be invoiced accordingly.
- 3) A cancellation charge applies if the order is cancelled. Materials are **not eligible for return** or credit unless specifically authorized by Thompson Pipe Group Pressure **PRIOR TO RETURNING**.
- 4) Normal business hours are defined as 8:00am to 5:00pm, Monday thru Friday, exclusive of holidays. OVER TIME CHARGES APPLY IF WORK IS PERFORMED AFTER NORMAL BUSINESS HOURS.
- 5) STANDBY charges may apply and will Invoiced to buyer's account.
- 6) ALL QUOTED PRICING is contingent upon the customer furnishing materials and/or services as defined below.
- 7) Contractor or Owner is responsible for providing and mounting tapping valve unless otherwise specified.
- 8) If these quoted materials are used to connect to an existing concrete pressure pipeline, it is the responsibility of the purchaser to ensure that the existing pipeline is properly restrained to account for any thrust forces that may result from this



modification. Please contact Thompson Pipe Group Pressure staff if there are any concerns or questions regarding the use of this material.

Site Preparation

1) Contractor or Owner is responsible for arranging and paying for all necessary permits, licenses, fees and/or inspections
2) Contractor or Owner is responsible for all excavation de-watering, ventilation and/or scaffolding necessary to provide clear and safe workspace per applicable OSHA requirements.

3) Contractor or Owner is responsible for removal of all hazardous and /or explosive chemicals from within pipeline, and surrounding area

Safety

1) Contractor or Owner is responsible for site excavations must meet Occupational Safety and Health Administration (OSHA) Safety Standards
2) CONFINED SPACES WILL NOT BE ENTERED UNTIL OSHA PERMIT ENTRY PROCEDURES HAVE BEEN COMPLETED to our personnel's satisfaction.
3) The work site location must be accessible by a suitable roadway from a public highway. If the jobsite location or site conditions require barricades, traffic control or assistance, you or your representative must furnish barricades and assistance.
4) Site conditions MUST be suitable for safe and efficient welding / tapping. If Wet / Muddy conditions exist, rock, pallets or other acceptable material must be employed to facilitate safe and efficient work conditions.

Equipment & Utilities - Personnel to operate required.

1) Contractor or Owner is responsible to furnish electric power and lighting as required by us to perform our work.
2) Contractor or Owner is responsible to furnish an air compressor capable of operating and delivering compressed air at 185 cfm at 90 psi.
3) Contractor or Owner is responsible for furnishing any necessary lifting equipment to lift, move, set, or place our furnished equipment or materials.

Labor

1) Contractor or Owner is responsible to furnish at a minimum, one man designated as your representative to provide safety oversight. Your representative must always be available to us when we are performing work on site for you.
2) Contractor or Owner is responsible to furnish labor to assist in rigging or handling materials in and out of work area.
3) Contractor or Owner is responsible for Pipeline Preparation
4) Thompson Pipe Group provides grout material and labor to grout the saddle and the gland. Thompson Pipe Group provides and installs diaper. Thompson Pipe Group DOES NOT provide material or labor to fill diapers with grout / mortar unless otherwise specified.
5) You or your representative will be asked by our personnel to verify and confirm the pipeline operating pressure is reduced to a safe working limit (generally <90 psi)
6) Contractor or Owner is responsible for Post Repair
7) Contractor or Owner is responsible for Clean-up and debris removal.
8) Contractor or Owner is responsible for Inspection of the work and sign off / acceptance of completion.
9) Contractor or Owner is responsible for Restoring the pipeline and site to service after our work is complete
10) TAPPING: Coupon retrieval is not guaranteed and in the event the coupon is not retrieved, or pilot bit is broken, Thompson Pipe Group Pressure is not liable for any costs associated with retrieval.

IV. ADDITIONAL

ESCALATION Prices are firm for material shipped within 120 days of our acceptance of your order. Prices for material shipped after 120 days will be increased 1.5% per quarter until complete shipment is made on the order.

DELIVERY Ready-to-ship/delivery noted elsewhere within this quotation is based on current production schedules and is based on your release for manufacturing or our receipt of approved drawings, and receipt of purchase order. Completed at a rate jointly determined by the purchaser and seller, subject to the terms and conditions herein. Changes in our production schedule prior to acceptance of this quotation may require adjustments in the delivery estimate. NOTE: Jobsite must be accessible to normal truck/trailer operations with no pushing or pulling allowed on truck/trailer.

Only items specifically stated are included in the price(s).

PAYMENT Invoiced amounts are due 30 days after invoice date, without any right of offset. Thereafter, interest accrues on any unpaid amounts at the rate of 1½ % per month, compounded monthly. Payment shall not be subordinated to any retention, project specifications, or third-party contract terms and conditions specifying when Buyer will be paid for the Products.

SERVICE CHARGE 1.5% per month on the unpaid balance will be due on all amounts unpaid 30 days after the due date.

ACCEPTANCE This quotation is valid for acceptance for 30 days from date of bid shown on this quotation. If an award is not made within that time, we will accept an order from you contingent upon your receipt of a contract with the owner.

SERVICE WARRANTY All service work, including but not limited to tapping, welding, line stop, field representation performed by us is subject to the satisfaction and acceptance of the customer at the time of performance, and no other responsibility or liability is accepted or implied by us.

BASIS OF QUOTATION This quotation is made subject to the attached terms and conditions. All quotations are subject to correction of stenographic errors.



Shop Drawings: One complete set of shop drawings will be prepared and are included at no additional charge. Unless caused by our error, additional time spent on shop drawing preparation for previously completed drawings will be charged at the rate of \$125 per hour.

WARRANTIES: Seller warrants that its Products meet its published product specifications in effect at the time of manufacture. This warranty is valid for 12 (twelve) months after manufacture. Seller's specifications represent typical values obtained in accordance with ASTM testing methods. This warranty does not cover damage in shipment. Seller makes no other express warranties. Seller, disclaims and the buyer waives all implied warranties, including merchantability and fitness for a particular purpose.

Warranty or defect claims must be received by Seller within 30 days after discovery or within one year of shipment, whichever is earlier. ANY CAUSE OF ACTION THAT BUYER MAY HAVE AGAINST SELLER AND WHICH MAY ARISE UNDER THIS CONTRACT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN. Buyer's sole recourse for breach of this warranty is (a) repair of the defective Products; (b) replacement of defective Products with conforming Products. F.O.B. Shipping Point; or (c) the return of purchase price, at Seller's sole discretion. Short count claims must be made in writing 7 days of receipt of the Products. Seller may require verification of any such claim. Defective goods should be shipped to Seller, freight prepaid, but only after prior written approval by an authorized Seller Manager. Claims that are not made within the applicable claims period are deemed waived.

This limited warranty covers normal use. Seller does not warrant and is not responsible for: (a) damage caused by failure to provide a suitable installation or operating environment for the Products; (b) damage caused by any accidents; (c) damages caused by any disaster such as fire, flood, wind, earthquake, or lightning; (d) damage caused by unauthorized attachments, alterations, modifications or foreign objects; (e) damage caused by the use of the Products for purposes other than those for which they are customarily used; (f) damage from improper installation or maintenance; or (g) damage caused by any other abuse, misuse, mishandling or misapplication. Furthermore, this limited warranty shall not apply to any Products or parts of Products which have been repaired or altered outside of Seller factory, in any manner.

All technical advice, recommendations, and services of Seller are intended for use by persons having skill, at their own risk, and Seller assumes no responsibility, and buyer hereby waives all claims against Seller, for results obtained or damages incurred from the use of Seller advice, recommendations, and services. Unless otherwise agreed in writing, Seller makes no further warranty of any kind, express or implied, relating to the product, whether used alone or in combination with other materials. Seller MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR END-USE OR PURPOSE. Seller DISCLAIMS ANY WARRANTY EXCEEDING THE EXPRESS WARRANTY STATED HEREIN.

STORAGE: In the event the Buyer delays receipt of shipment(s) scheduled beyond 15 days, Seller will invoice customer at a pro-rated monthly rate of 1-1/2% of the value of the delayed shipment(s) to cover storage and carrying costs up to 59 days. In the event Buyer does not accept delivery of Products within 60 days of the Buyer submitted delivery schedule agreed upon between the Seller and Buyer, Buyer agrees to pay a monthly storage fee of three percent (3%) of the price of the stored Products until delivery occurs. Risk of Loss transfers to Buyer at the point Buyer fails to accept or schedule delivery in accordance with the agreed schedule. Any rescheduling shall be by mutual agreement with the same prevailing terms. Title to the Products and risk of loss, passes to Buyer upon the commencement date of such additional charges. Seller will be entitled to invoice material manufactured and stored on Buyer's behalf after 60 days. Buyer shall be responsible for payment of said invoice whether products have been delivered to job site.

PRICE ESCALATION: Any Products not delivered to the jobsite within 182 calendar days of 1st delivery or ordered manufacture date will be subject to an 8% escalation charge of product cost, at whichever date is earlier. Additional escalation charges will be assessed each subsequent 182 calendar day term period, until all remaining Products have been delivered. In the event of escalation of steel prices, additional charges shall be based on American Metal Markets Hot Rolled Coils Index, FOB Midwest Mill. The pipe pricing adjustment shall be for every \$1.00/cwt in movement in steel price indices; pipe selling price will be adjusted by 1.5%.

RETURNS: Seller is producing an engineered product per customer order. Seller does not accept return to stock material unless mutually agreed upon. Should Buyer wish to return, and Seller agrees to accept any material from original purchase order, Buyer will incur a charge of 30% of the net selling price plus any charges incurred by Seller to inspect, transport and rework material to working condition upon delivery to Seller's inventory. FLANGED PRODUCTS ARE SPECIAL ORDER AND MAY ONLY BE RETURNED FOR REPLACEMENT UNDER A WARRANTY CLAIM.

FORCE MAJEURE: Seller may suspend or delay its delivery of any Product ordered hereunder upon the occurrence of any event beyond Seller's reasonable control, including, but not limited to, wars, terrorist acts, hostilities, revolutions, riots, civil commotion, national emergency, strikes, lockouts, epidemics, fire, flood, earthquake, force of nature, explosion, embargo, any other act of God, any utilities outage, or any law, proclamation, regulation, ordinance of any court, government or governmental agency. Unavailability of supplies (except if an event of Force Majeure as described before occurs with Seller's supplier(s)), and failure of suppliers, are within Seller's control. Seller may only rely on the above provision if it promptly



notifies BUYER in writing—either by fax or by email—of the occurrence of any of the above events. BUYER shall be entitled to cancel a Product Purchase Order if the delay lasts for more than 16 weeks and may place a corresponding order with another supplier.

III. THOMPSON PIPE GROUP ATTACHMENTS PROVIDED WITH THIS QUOTATION

Attachments:

- Quote
- Customer Information Sheet (COMPLETE AND RETURN WITH ORDER)

IV. Sales Tax:

TAXES Sales or Use Tax are not included. Purchaser is responsible for payment of any such assessments. If project is tax exempt, purchaser must furnish a tax exemption certificate at time of signing quotation, or tax will be invoiced.

CUSTOMER ACCEPTANCE:

Company: _____

Print Name: _____

Title: _____

Thompson Pipe Group Pressure Quote Number: _____

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 6

DATE: May 17, 2022

SUBJECT: Consider Approval of Change in Calculation of Retainage for Contract with Bauer Foundation Corporation for Eagle Mountain Dam Side Channel Spillway Seepage Remediation

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends a change in the calculation of the retainage being held for Bauer Foundation Corporation to 5% of the total contract price when the 50% completion milestone is reached. The project currently stands at 46% complete. Contract payments up to the 50% completion milestone will continue to retain 10%. Afterward, all remaining contract payments will be made in full, the Board having found that satisfactory progress is being made, and that the amount retained is in excess of the amount 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.

DISCUSSION:

In December 2021, the District entered into a contract with Bauer Foundation Corporation. The purpose of the contract was to construct a cutter soil mixed (CSM) wall to cut off seepage between the original service spillway from 1929 and the side-channel spillway from 1970. Work has progressed satisfactorily, and successful completion is expected.

The original contract price is \$2,061,695 with no change orders to date. Work completed to date is \$954,346.96 (46%). Total retainage held to date is \$95,434.70. With approval and after \$1,030,847.50 (50%) is reached, \$103,084.75 (5%) of the Contract Price will be retained until project completion.

The District is required to hold 10% in retainage on contract progress payments; however, if at any time after 50% of the work has been completed the Board finds that satisfactory progress is being made it may authorize any of the remaining payments to be made in full. However, any changes to the contract price by change order or alternate base bid work for the project will require adjustment to the retainage schedule. Attached is the recommendation letter from the design engineer supporting a change in retainage.

This item was reviewed by the Construction and Operations Committee on May 13, 2022.

Submitted By:

Jason Gehrig, P.E.
Infrastructure Engineering Director

May 4, 2022

Louie Verreault, P.E.
Dam and Levee Safety Manager
Tarrant Regional Water District
808 East Northside Drive
Fort Worth, Texas 76102

Re: Release of Retention
21-148 Eagle Mountain Dam Side Channel Spillway Seepage Remediation

Dear Mr. Verreault:

Bauer has reached 46 percent completion (in contract value) as of May 4, 2022 (Pay App 003), and they have indicated that they expect to exceed 50 percent of the contract value with Pay App 004. Based on their satisfactory progress, and Article 6, Paragraph 6.02.C of the Contract Documents, it is our recommendation that the remaining progress payments (greater than 50 percent of the contract value) be paid in full, so long as the work continues to be satisfactory.

We appreciate the opportunity to be of continued service.

Sincerely,



Mark Ickert, P.E.

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 7

DATE: May 17, 2022

SUBJECT: Consider Approval of Credit Change Order with BAR Constructors, Inc. for the Kennedale Balancing Reservoir Yard Piping, Inlet and Outlet Modifications Project

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends approval of a change order for a credit amount of \$(480,000) from BAR Constructors, Inc. for the Kennedale Balancing Reservoir Yard Piping, Inlet and Outlet Modifications Project. The current contract price is \$40,779,600 and the revised contract price, including this credit change order, will be \$40,299,600.

DISCUSSION:

The maximum operating pressure expected in this area of the water transmission system, both now and in the future, is below the 175 pounds per square inch (psi) pressure class of the pipe and the 150 psi class of the valves. Class E flanges (rated for 275 psi) were selected for the pipe but it was realized that Class D flanges (rated for 150 psi) are sufficient since the system will not be operated above the 150 psi rating of the valves. This change in pipe flange thicknesses for the overall project results in a reduction of approximately 73,000 pounds of steel.

The purpose of this credit Change Order 0001 is to address the change in flange class at the Kennedale Balancing Reservoir Yard Piping, Inlet and Outlet Modifications Project. The total deduction for this modification is \$(480,000).

This item was reviewed by the Construction and Operations Committee on May 13, 2022.

Submitted By:

Jason Gehrig, P.E.
Infrastructure Engineering Director

Change Order

Project: KBR Yard Piping and Inlet and Outlet Modifications (KBR3E)	Project Number:
Owner: Tarrant Regional Water District	21-147
Contractor: BAR Constructors, Inc.	289
Engineer: Freese and Nichols, Inc.	TWC2214

Change Order No.: 0001	Date: 05/10/2022
Funding Source: Bond	

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

Re: Change Proposal 0012

Change Pipe Flange Class (\$480,000.00)


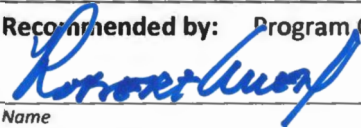
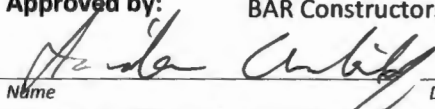
Net Change to Contract Amount: (\$480,000.00)

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

a Original Contract Price	\$40,779,600.00
b Previously Approved Change Order Amounts	-
c Adjusted Contract Price (a + b)	\$40,779,600.00
d Change Order Amount	(\$480,000.00)
e Revised Contract Price (c + d)	\$40,299,600.00

f Percent Change to Date: 1.18%	g Change in Days this Change Order:	-
---------------------------------	-------------------------------------	---

Completion Dates:	Original	Previous	Current
Substantial	h 04/04/2024	i 04/04/2024	j 04/04/2024
Final	k 06/03/2024	l 06/03/2024	m 06/03/2024

Recommended by: Project Construction Manager  Date 04/25/2022 _____ Name Date	Recommended by: Program Construction Manager  Date 04/26/2022 _____ Name Date
Approved by: BAR Constructors, Inc.  Date 04/25/22 _____ Name Date	Approved by: Tarrant Regional Water District _____ Name Date

BAR Constructors, Inc. - Cost Detail Worksheet

Job 289 - KBR Yard Piping Modifications

4/11/22 - CP0012 Credit for Class D Steel Pipe Flanges

Description	Qty	Unit	Labor	Material	Equipment	Subcontract
Credit from Mid-America Pipe	1.00	LS		(480,000.00)		
labor subtotal			-			
Special safety considerations			-	-		
Rentals / ancillary costs			-	-		
Transportation / travel			-	-		
Storage / Delivery			-	-		
Field services - surveying						-
Project Engineer		hr	-			
Project Superintendent		hr	-			
Project Manager		hr	-			
labor subtotal			-			
payroll taxes & insurance	55	% L	-			
material subtotal				(480,000.00)		
safety equipment	3	% L		-		
tools and supplies	5	% L		-		
site office, facilities, etc.	2	% L		-		
equipment subtotal					-	
equipment tax	8.25	% E			-	
fuel and maintenance	25	% E			-	
subcontract subtotal						-
Category totals			-	(480,000.00)	-	-
Subtotal						(480,000.00)
OH&P BAR						-
OH&P SUBS						-
Bond						-
Total						(480,000.00)
		Alternate breakdown				
		Labor	-			
		Material	(480,000.00)			
		Equipment	-			
		Subcontract	-			
		Bond	-			
		OH&P	-			
			(480,000.00)			



**MID
AMERICA**

pipe fabricating & supply co., LLC.

(620) 827-6121

FAX # (620) 827-6125

2674 NW Hwy 102 Scammon, KS 66773

REQUEST FOR INFORMATION

DATE: 4/7/22

TO: Bar Constructors, Inc
Attn Ruslan Turkot

REF: Kennedale Balancing Reservoir

Ruslan,

The deduct to go from Class "E" flanges to Class "D" flanges will be \$480,000

Respectfully,

SIGNED: *Dean Gravett*

Request for a Change Proposal

Project:	KBR Yard Piping and Inlet and Outlet Modifications (KBR3E)	Project Number:	
Owner:	Tarrant Regional Water District		21-147
Contractor:	BAR Constructors, Inc.		289
Engineer:	Freese and Nichols, Inc.		TCW2214

Request No.:	0001	Description:	Change Pipe Flange Class
Specification:	N/A		
Drawing No.:	PL_-100	Detail Description:	Note 5

Reference Document:

☐ Request for Information No.: _____
 ☐ Shop Drawing Deviation Request No.: _____

☐ Work Change Directive No.: _____
 ☐ Contract Document: _____

The Owner requests that the Contractor prepare a Change Proposal for the changes in the Contract Documents described in this Request for a Change Proposal. The compensation offered for this Change Proposal is to be the full, complete, and final compensation for all costs the Contractor may incur as a result of or relating to this change whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged Work as a result of this Contract Amendment. Requested changes in Contract Times are to be the complete and final adjustments for direct impacts to the ability of the Contractor to complete the Work within the Contract Times and are the only adjustments to which the Contractor will be entitled. Authorization to proceed with changes must be approved by the Owner in accordance with the Contract Documents.

Owner requests a Change Proposal for the following modifications to the Contract Documents:

See attached Description of Modification

Purpose of Change Proposal:

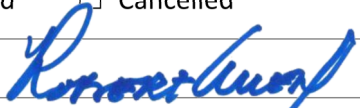
Attachments:

Status:

☒ Change Proposal No.: 0012 Received
 ☐ Cancelled

Action Required:

☐ Documents Filed
 ☐ Cancelled

Requested by: 

Date: 02-01-2022

Description of Modifications

Project:	KBR Yard Piping and Inlet and Outlet Modifications	Project Number:	
Owner:	Tarrant Regional Water District		CSP-21-147
Contractor:	BAR Constructors, Inc.		289
Engineer:	Freese and Nichols, Inc.		TCW22114

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

1. On drawing sheet PL_-100 (sequence 44):
 - a. Replace Note 5 in its entirety and insert the following in its place:
 "5. Bolts, nuts, washers, and gaskets for Owner Furnished Butterfly Valves provided by others. Steel pipe flanges for butterfly valve connection shall be AWWA Class D. Coordinate flanges and bolts. Provide at least two exposed threads on bolts. Submit flange thickness with shop drawings."

Approved by: Charles H. Erwin



Name

01/14/22 Date



FREESE AND NICHOLS, INC.
TEXAS REGISTERED
ENGINEERING FIRM
E-2144

Valve diameter	no. of valves	lbs Class D	lbs Class E	lbs delta/valve	lbs delta/valve size	
48	3	611	1,078	467	2,802	
72	3	1,198	1,997	799	4,793	
84	3	1,640	2,709	1,069	6,416	
90	3	1,878	3,209	1,331	7,984	
108	14	2,893	4,714	1,821	50,996	
	26				72,991	Total lbs
					\$ 480,000.00	Total credit
					\$ 6.58	\$/lb

<https://www.cabinc.com/steel-pipe-flanges>

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 8

DATE: May 17, 2022

SUBJECT: Consider Approval and Adoption of the Following Proposed Board Policy to be Effective June 1, 2022: Liability Insurance and Indemnification Policy

FUNDING: N/A

RECOMMENDATION:

Management recommends approval and adoption of the following proposed Board Policy: Liability Insurance and Indemnification 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 Policy: Liability Insurance and Indemnification Policy.

This is the last scheduled Board-adopted Policy. Once adopted, this policy will be posted on TRWD's website.

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

Submitted By:

Lisa Cabrera
Chief Human Resources Officer

501 LIABILITY INSURANCE AND INDEMNIFICATION POLICY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 10

DATE: May 17, 2022

SUBJECT: Executive Session

FUNDING: N/A

RECOMMENDATION:

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

DISCUSSION:

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

Submitted By:

Alan Thomas
Deputy General Manager

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 11

DATE: May 17, 2022

SUBJECT: Consider Approval of Settlement Agreement Related to Mary's Creek
Wastewater Treatment Plant Contested Case Hearing

FUNDING: N/A

DISCUSSION:

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

Next Scheduled Board Meeting

June 21, 2022