

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 18th Day of February 2025 at 9:00 a.m.

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

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

**PLEASE BE ADVISED THAT A QUORUM OF THE BOARD OF DIRECTORS OF TRWD
WILL CONVENE ON THE ABOVE DATE AND TIME FOR THE PURPOSE OF
CONSIDERING AND ACTING UPON THE MATTERS SET FORTH IN THIS AGENDA.
THE LINK TO VIEW AND LISTEN TO THE MEETING VIA INTERNET IS
[HTTPS://WWW.TRWD.COM/BOARDVIDEOS](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. Each proposed speaker must have completed and submitted a speaker card prior to the commencement of the meeting, identifying any agenda item number(s) and topic(s) the speaker wishes to address with the Board. By law, the Board may not deliberate, debate, or take action on public comment but may place the item on a future agenda.

- 3. Consider Approval of the Minutes from the Meeting Held on January 21, 2025**
- 4. Consider Approval of Contract with BAR Constructors, Inc. for Dallas Phase 3 Open-cut Pipeline Section 19-1 Part A of the Integrated Pipeline Project - Ed Weaver, IPL Program Manager**
- 5. Consider Approval of Contract with Kimley-Horn and Associates, Inc. for Professional Design Services for Canal B Phase II, Canal C Phase II, and Canal D on Panther Island - Kate Beck, Central City Flood Control Program Director**

6. **Consider Approval of Time and Materials Contract with Shermco Industries for Medium Voltage Motor Maintenance - Darrell Beason, Chief Operations Officer**
7. **Consider Approval of Contract Extension with Deloitte for Audit Services - Sandy Newby, Chief Financial Officer**
8. **Consider Approval of Contract Extension with Insight Global, LLC for Interim Professional Services for Workday Enterprise Resource Planning Software and Implementation Support - Mick Maguire, Chief Administrative Officer**
9. **Consider Adoption of Resolution Honoring Linda Christie on Her Retirement from the District - Dan Buhman, General Manager**
10. **Presentations**
 - **Water Resources - Rachel Ickert, Chief Engineering Officer**
11. **Executive Session under Texas Government Code:**

Section 551.071 of the Texas Government Code, for Private Consultation with its Attorney about Pending or Contemplated Litigation or on a Matter in which the Duty of the Attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Clearly Conflicts with this Chapter, related to the settlement of claims in the Cedar Creek Pipeline Rehab Project - RB Finch Family Partnership/Finch FP, Ltd. (40) Lawsuit; and

Section 551.072 of the Texas Government Code, to Deliberate the Purchase, Exchange, Lease or Value of Real Property related to the Cedar Creek Pipeline Rehab Project
12. **Consider Approval of Settlement of Claims in the Cedar Creek Pipeline Rehab Project - RB Finch Family Partnership/Finch FP, Ltd. (40) Lawsuit - Steve Christian, Real Property Director**
13. **Future Agenda Items**
14. **Schedule Next Board Meeting**
15. **Adjourn**

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF
TARRANT REGIONAL WATER DISTRICT
HELD ON THE 21st DAY OF JANUARY 2025 AT 9:00 A.M.

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

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

Also present were Dan Buhman, Alan Thomas, Darrel Andrews, Darrell Beason, Kate Beck, Linda Christie, Dustan Compton, Ellie Garcia, David Geary, Jason Gehrig, Zach Hatton, Rachel Ickert, Jennifer Mitchell, Sandy Newby, Rick Odom, Kathleen Ray, Stephen Tatum and Ed Weaver of the Tarrant Regional Water District (District or TRWD).

1.

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

2.

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

3.

Director Hill moved to approve the minutes from the meeting held on December 17, 2024. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against. It was accordingly ordered that these minutes be placed in the permanent files of the District.

4.

With the recommendation of management, Director Hill moved to adopt a resolution naming the Cedar Creek Wetlands after Martha “Marty” V. Leonard. Marty Leonard served on the TRWD Board of Directors for seventeen years, and during that time she championed efforts by the District to establish constructed wetlands to extend the region’s water supply. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against.

5.

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

- 1) Switch vendors to Caldwell Chevrolet for two full-size SUV 4WD units in the amount of \$170,204. Funding for this item is included in the Fiscal Year 2024 General Fund Budget.
- 2) Approval of resolution adding Lupita Ornelas, Treasury Manager, as an authorized representative of the District with JPMorgan Chase Bank N.A. and removing Robert Alan Thomas, Deputy General Manager, Michael Miller, Treasury Manager, and Carol Tackel, Chief Internal Auditor.
- 3) Approval of resolution adding Lupita Ornelas, Treasury Manager, as an authorized representative of the District with PlainsCapital Bank and removing Robert Alan Thomas, Deputy General Manager, Michael Miller, Treasury Manager, and Carol Tackel, Chief Internal Auditor.
- 4) Approval of resolutions regarding the District’s authorized representative with TexPool and LOGIC adding Lupita Ornelas, Treasury Manager, and Kathleen

Ray, Finance Director, and removing Robert Alan Thomas, Deputy General Manager.

Director Motheral seconded the motion, and the votes were 5 in favor, 0 against.

6.

With the recommendation of management, Director Motheral moved to approve a credit change order in the amount of \$38,058.17 with BAR Constructors, Inc. for construction of the Integrated Pipeline LP1 Intake project funded by City of Dallas. The current contract price is \$54,022,596.53 and the revised not-to-exceed contract amount, including this change order, will be \$53,984,538.36. Funding for this item is included in the Dallas Bond Fund Phase 3. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against.

7.

With the recommendation of management, Director Team moved to approve a contract in an amount not-to-exceed \$7,795,085 with Gadberry Construction for electrical room cooling improvements for the Richland-Chambers High-Capacity Pump Station at Waxahachie. Funding for this item is included in the Bond Fund. Director Motheral seconded the motion, and the votes were 5 in favor, 0 against.

8.

With the recommendation of management, Director Motheral moved to approve a contract in an amount not-to-exceed \$997,777 with Tegrity Contractors, Inc. for construction of the Lake Benbrook Pump Station electrical room cooling improvements. Funding for this item is included in the Bond Fund. Director Team seconded the motion, and the votes were 5 in favor, 0 against.

9.

With the recommendation of management, Director Hill moved to approve a contract in an amount not-to-exceed \$464,850.58 with Stovall Commercial Contractors, LLC for removal and replacement of fuel storage and delivery system at Cedar Creek Reservoir. Funding for this item is included in the Fiscal Year 2025 Revenue Fund Budget. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against.

10.

With the recommendation of management, Director Motheral moved to approve a purchase in an amount not-to-exceed \$286,557 from Multiplex Manufacturing Company for nine (9) Crispin combination air release/vacuum valves needed for the replacement of existing valves on the Cedar Creek and Richland-Chambers pipelines. Funding for this item is included in the Fiscal Year 2025 Revenue Fund Budget and the Proposed Fiscal Year 2026 Revenue Fund Budget. Director Team seconded the motion, and the votes were 5 in favor, 0 against.

11.

With the recommendation of management, Director Hill moved to approve an agreement in the amount of \$189,600 with Glass House Strategy to manage and develop new marketing material for the tenth year of the regional water conservation public awareness campaign, "Water Is Awesome." In accordance with the Memorandum of Understanding with the City of Dallas and North Texas Municipal Water District (NTMWD), Dallas and NTMWD will provide \$266,668 of the regional campaign expenses. Since time is of the essence, the Board delegates authority to the General Manager, or designee, to enter into agreements and use budgeted funds for production, media buys,

and support services in the amount not-to-exceed \$210,402, which is the remaining budgeted amount. The General Manager, or designee, shall notify the Construction and Operations Committee of any payments for services that exceed \$150,000. Funding for this item is included in the Fiscal Year 2025 Revenue Fund Budget. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against.

12.

With the recommendation of management, Director Team moved to approve an agreement in the amount of \$1,600,000 with RO Two Media, LLC to develop and manage a comprehensive and effective media campaign for the regional water conservation public awareness campaign, "Water Is Awesome." In accordance with the Memorandum of Understanding with the City of Dallas and North Texas Municipal Water District (NTMWD), Dallas and NTMWD will provide \$900,000 of the regional media purchase expenses. Funding for this item is included in the Fiscal Year 2025 Revenue Fund Budget. Director Hill seconded the motion, and the votes were 5 in favor, 0 against.

13.

With the recommendation of management, Director Team moved to approve contract in an amount not-to-exceed \$297,000 with M&M Irrigation & Illumination for residential irrigation evaluation services. The contract has up to four annual renewal options for a total potential cost not-to-exceed \$1,485,000. Funding for this item is included in the Fiscal Year 2025 Revenue Fund Budget. Director Motheral seconded the motion, and the votes were 5 in favor, 0 against.

14.

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

continuation of an existing contract for up to 12 months with Strategic Government Resources in the amount of \$200,000 for interim planning professional services for Panther Island Development. Funding for this item is included in the Fiscal Year 2025 Contingency Fund Budget. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against.

15.

With the recommendation of management, Director Hill moved to adopt the Recreation Master Plan for the District's trailheads, parks, recreation facilities, trails and their usage. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against.

16.

With the recommendation of management, Director Team moved to support an application to the Texas Historical Commission for an Undertold Historical Marker to memorialize the significance of baseball in Fort Worth, the Fort Worth Cats, and LaGrave Field. Director Hill seconded the motion, requesting the letter of support contain no commitment of placing the marker on District land, and the votes were 5 in favor, 0 against.

17.

With the recommendation of management, Director Motheral moved to approve an order calling an election to fill three (3) positions on the District's Board of Directors to be held on Saturday, May 3, 2025. The Board of Directors grants authority to the General Manager, or his designee, to sign a contract with the Tarrant County Elections Administrator's Office to conduct the election. Director Team seconded the motion, and

the votes were 5 in favor, 0 against.

18.

The District's Annual Comprehensive Financial Report was presented to the Board of Directors. The fiscal year 2024 Annual Comprehensive Financial Report was audited by Deloitte & Touche LLP and received an unmodified (clean) opinion. President King moved to receive and file the report and Director Team seconded the motion. The votes were 4 in favor 0 against. Director Hill was not present for the vote.

19.

With the recommendation of management, Director Team moved to authorize the issuance, sale, and delivery of Tarrant Regional Water District, a water control and improvement district, water transmission facilities contract revenue bonds (City of Dallas project), Series 2025, in an amount not-to-exceed \$425,000,000, pledging revenues for the payment of the bonds, approving an official statement, and authorizing other instruments and procedures relating thereto. Director Kelleher seconded the motion, and the votes were 4 in favor, 0 against. Director Hill was not present for the vote.

20.

Presentations

- Water Resources presented by Rachel Ickert, Chief Engineering Officer

21.

The Board did not meet in executive session.

22.

There were no future agenda items approved .

23.

The next board meeting was scheduled for February 18, 2025.

24.

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

President

Secretary

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 4

DATE: February 18, 2025

SUBJECT: Consider Approval of a Contract with BAR Constructors, Inc. for Dallas Phase 3 Opencut Pipeline Section 19-1 Part A of the Integrated Pipeline Project

FUNDING: Dallas Bond Fund Phase 3

RECOMMENDATION:

Management recommends approval of a contract with BAR Constructors, Inc. in the amount of **\$69,655,521** for construction of the Integrated Pipeline Section 19-1 Part A Project.

DISCUSSION:

In October 2019, the City of Dallas requested the District proceed with design and construction of Phase 3 of the Integrated Pipeline Project. Phase 3 spans from Lake Palestine to Cedar Creek. There are three Phase 3 projects currently underway – Section 19 Long Tunnel Crossing, Lake Palestine Pump Station Package 1, and Pipeline Section 19-2 Part A.

Section 19-1 Part A of the Integrated Pipeline Project is part of the system that enables pumping of Dallas' permitted water from Lake Palestine through the IPL to a Dallas delivery point in Grand Prairie. This contract includes installation of approximately 8.6 miles of 84-inch pipeline along the route of Section 19 of the IPL.

Competitive sealed proposals were received from four Offerors on December 19, 2024. The IPL Project Selection Team, consisting of three District members and one Dallas member, evaluated and scored the proposals.

The selection team determined that BAR Constructors, Inc., a local company with offices in Lancaster, Texas, submitted the Proposal that provides the best value to Dallas and the District. BAR proposed the lowest cost proposal and a completion date within the IPL schedule. BAR's proposal demonstrated an excellent approach to the project and professionally qualified key personnel. BAR has successfully performed previous pipeline and facility project work for both TRWD and Dallas Water Utilities.

BAR provided a plan for Fair Opportunities in Purchasing and Contracting Program showing 2.50% participation. BAR is also qualified as a DBE/HUB contractor under the Program which puts total DBE/HUB participation at 68.90%.

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

Included for reference are staff recommendation, Tabulation of Offers Received, and Fair Opportunity in Purchasing and Contracting Summary.

This item was reviewed by the Construction and Operations Committee on February 13, 2025.

Submitted By:

Ed Weaver
IPL Program Manager



Memo

TO: Ed Weaver

FROM: Matt Gaughan

DATE: January 30, 2025

SUBJECT: Recommendation for Award of Contract for Construction of Section 19-1 Part A of the Integrated Pipeline Project to BAR Constructors, Inc.

Four prospective Contractors submitted Competitive Sealed Proposals on December 19, 2025 for the referenced project.

The IPL selection team evaluated the four Proposals. Scoring by the selection team is based on reviews of the Proposals by the members of the selection team. The Selection Team was assisted in their evaluation efforts by reports from the Review Team consisting of IPL staff members charged with reviewing documents and investigating references submitted by the Offerors. The results of the selection process are as follows in the Offeror Evaluation Worksheet:

IPL Section 19-1 Part A (PL191A) – IPL-CSP-23-118						
Offeror Selection Worksheet						
Tabulation of Scoring						
Criteria	Criteria	Points	BAR Constructors	Garney Construction	Harper Brothers	Michaels Pipeline
A	Proposed Contract Price and Contract Time					
	Proposed Contract Price	40	\$69,655,521.00	\$77,363,036.70	\$87,286,465.00	\$98,738,465.02
	Substantial Completion Days		799	610	1050	523
	Point Value		40.0	36.7	31.5	29.0
B	Contractor’s Approach to the Project	20	19.2	15.8	15.4	11.8
C	Experience / Past Performance of Offeror	15	15.0	13.8	12.2	9.3
D	Experience and Qualifications of Proposed Key Personnel	15	15.0	13.0	10.4	7.3
E	FOPC Participation	10	8.0	10.0	-	7.0
Total Points			97.2	89.3	69.5	64.3

The selection team determined that BAR Constructors, Inc., a local company with offices in Lancaster, Texas, submitted the Proposal that provides the best value to Dallas and the District. BAR proposed the lowest cost proposal and a completion date within the IPL

schedule. BAR's proposal demonstrated an excellent approach to the project and professionally qualified key personnel.

BAR has successfully completed five (5) IPL projects (Section 15-2 Pipeline, S2x12 Interconnect, S1x10 Interconnect, JCC1 Pump Station Package 1, and JCC1 Pump Station Package 2). BAR is currently constructing the open cut portion of the IPL Section 19 Long Tunnel Project, the Lake Palestine Pump Station Package 1 project, Section 19-2 Part A, Cedar Creek Section 2 Phase 1A, and the KBR Yard Piping and Inlet and Outlet Modifications Project.

It is recommended that a contract be awarded to BAR Constructors, Inc. in the amount of \$69,655,521.00 to construct the Project.

Fair Opportunity in Purchasing and Contracting

Project: Integrated Pipeline Project – Section 19-1 Part A

BAR Constructors, Inc., with offices in Lancaster, Texas, has signed the IPL Project Fair Opportunity Purchasing documentation, and proposes employing the following subcontractors, suppliers, and sub-consultants:

Project Construction
Category:

LOCAL/NON-LOCAL CONTRACT SUMMARY

	Amount	Percent
Local Contracts	\$52,885,371.00	75.9%
Non-Local Contracts	\$9,059,070.00	13.0%
Optional Supplemental Services	\$7,711,080.00	11.1%
Total This Agenda	\$69,655,521.00	100.0%

LOCAL/NON-LOCAL DBE/HUB PARTICIPATION THIS ACTION

<u>Local</u>	<u>Certification</u>
Texas SWPPP	DBE / HUB
Ricochet Fuel Solutions	DBE / HUB
Astro Johnny Waste Management	DBE / HUB
Civil Tree Solutions	DBE / HUB

DBE/HUB Subcontractor Participation is 2.49%.

BAR Constructors, Inc. is certified as DBE/HUB. With self-performance, the total DBE/HUB participation is 68.90%

Tabulation of Offers Received**Project:** IPL Section 19-1 Part A (PL191A)**Project Number:****Owner:** Tarrant Regional Water District

IPL-CSP-23-118

Engineer: BGE, Inc.**Date:** December 19, 2024

Name of Offeror	Addenda Received	Bid Bond Attached	Total Offer Amount	Substantial Completion Days	Final Completion Days
BAR Constructors, Inc.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$69,655,521.00	799	828
Garney Companies	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$77,363,036.70	610	670
Harper Brothers Construction, LLC	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$87,286,465.00	1,050	1,080
Michaels Pipeline	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$98,738,465.02 ¹	523 ¹	583 ¹

Note 1 – Amount corrected from as-read numbers.

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 5

DATE: February 18, 2025

SUBJECT: Consider Approval of Contract with Kimley-Horn and Associates, Inc. for Professional Design Services for Canal B Phase II, Canal C Phase II, and Canal D on Panther Island

FUNDING: Fiscal Year 2025 Special Projects/Contingency Fund - \$3,100,000

RECOMMENDATION:

Management recommends approval of a contract **in the amount of \$3,099,500** with Kimley-Horn and Associates, Inc. for professional design services for Canal B Phase II, Canal C Phase II, and Canal D on Panther Island.

DISCUSSION:

The District installed the first section of stormwater canal on Panther Island in 2020 within the Encore Panther Island development. In 2024, the District conducted a value engineering study to inform and refine the design and construction of future sections of the canal system.

This professional services contract will provide the engineering design for the majority of the canal system within the existing levees. It will provide design of the canal structure only; hardscape (paseo) and other appurtenances of the canal system will be designed by others. A grassed slope is planned to run adjacent to the canal structure and will connect the existing grade to the canal as an interim condition, thereby allowing adjacent private development to design and construct the paseo to complement and integrate with their private site development. The grassed slopes will have temporary trails to facilitate pedestrian travel along each section of canal. Connections from the canals to the existing Trinity Trail system will be incorporated at certain locations. Design and construction of the canals at existing street crossings will be coordinated with the City of Fort Worth and the Texas Department of Transportation, as appropriate.

This professional services contract will provide the design of the following canal system components:

- Canal B, Phase II: Connecting the existing Canal B, Phase I segment to Calhoun Street, including the crossing under Main Street.
- Canal C, Phase II: From roughly Throckmorton Street to Calhoun Street, including the crossing under Main Street
- Canal D: From the confluence with Canal C to NE 7th Street

- Modifications or extension of the existing stormwater system as needed to drain the canals, including associated manholes and appurtenances.
- New pedestrian access points and interim trails, including temporary connections to the existing Trinity Trails system

The design effort is expected to commence in March 2025 and extend through early 2026.

Request for Qualifications was solicited per statute (Texas Government Code Chapter 2254) and two (2) submittals were received. The evaluation team determined the most qualified vendor to complete the project is Kimley-Horn and Associates, Inc. The scope and fee that were successfully negotiated with Kimley-Horn and Associates, Inc. are attached. Kimley-Horn and Associates, Inc. has subcontracted portions of this contract to two subcontractors resulting in an overall Diverse Business participation commitment of 16.4%. The following subcontractors are proposed as part of this contract: JQ Infrastructure (MBE, HUB); and Yellow Rose Mapping (WBE, HUB).

This item was reviewed by the Construction and Operations Committee on February 13, 2025.

Submitted By:

Kate Beck
Central City Flood Control Program Director



List of Submitting Firms

RFSOQ 25-019

Engineering Design of the Canal B Phase II and Canal C Phase II Project

Due Date and Time:	November 7, 2024, at 2:00 PM
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Name of Firm
Freese and Nichols
Kimley-Horn and Associates, Inc.

Exhibit A

ENGINEER'S SERVICES

Tarrant Regional Water District ("Owner") is requesting that Kimley-Horn and Associates, Inc. ("Engineer") to provide professional design services for Canal B Phase II, Canal C Phase II, and Canal D on Panther Island.

The project will consist of the following tasks:

- TASK 1 – Survey
- TASK 2 – Subsurface Utility Engineering
- TASK 3 – Geotechnical Investigation
- TASK 4 – Archaeological Review
- TASK 5 – Environmental Analysis
- TASK 6 – Drainage Study
- TASK 7 – Canal B Design
- TASK 8 – Canal C Design
- TASK 9 – Canal D Design
- TASK 10 – Project Meetings
- TASK 11 – Project Management and Coordination
- TASK 12 – Bidding
- TASK 13 – Construction Phase Services

TASK 1. SURVEY

A. Topographic Survey

- i. Engineer will prepare all topographic survey necessary for the design project for the ± 130 feet wide area centered on the alignment of Canals B, C, and D, a portion of N Houston St, and the anticipated limits for the trail connection between Canal B and the Trinity Trail system as identified in below to be used for site planning and civil engineering design purposes. The topographic survey is to be used in-house and will not be issued as a stand-alone survey document; the file will be provided to the Owner in GIS format. The survey will consist of:
 1. Elevations around the immediate perimeter of the site;
 2. Contour lines representing the surface of the existing ground at one foot intervals based on a survey grid system and tied to existing control points;
 3. Observed (only if clearly visible from the surface) locations of existing water, sewer, storm drain, and franchised utility facility appurtenances;
 4. Dig Tess markings of subsurface utilities that are in place at the time our field work is being done; and
 5. Two benchmarks established with the survey that are tied to the Central City Project Control Survey.

B. Separate Instrument Documents, only as directed by Owner staff

- i. A Separate Instrument Easement is a metes and bounds description and sketch showing the location and dimensions for one proposed easement.
- ii. For budgetary purposes, seven (7) Separate Instrument Documents are anticipated.
 1. Joint Use and Maintenance Agreement: 4
 - a. Canal B at N Main Street
 - b. Canal C at (1) N Main Street, (2) N Houston Street, and (3) N Commerce Street
 - c. Canal D at NE 6th Street
 2. Other easement as may be necessary: 3

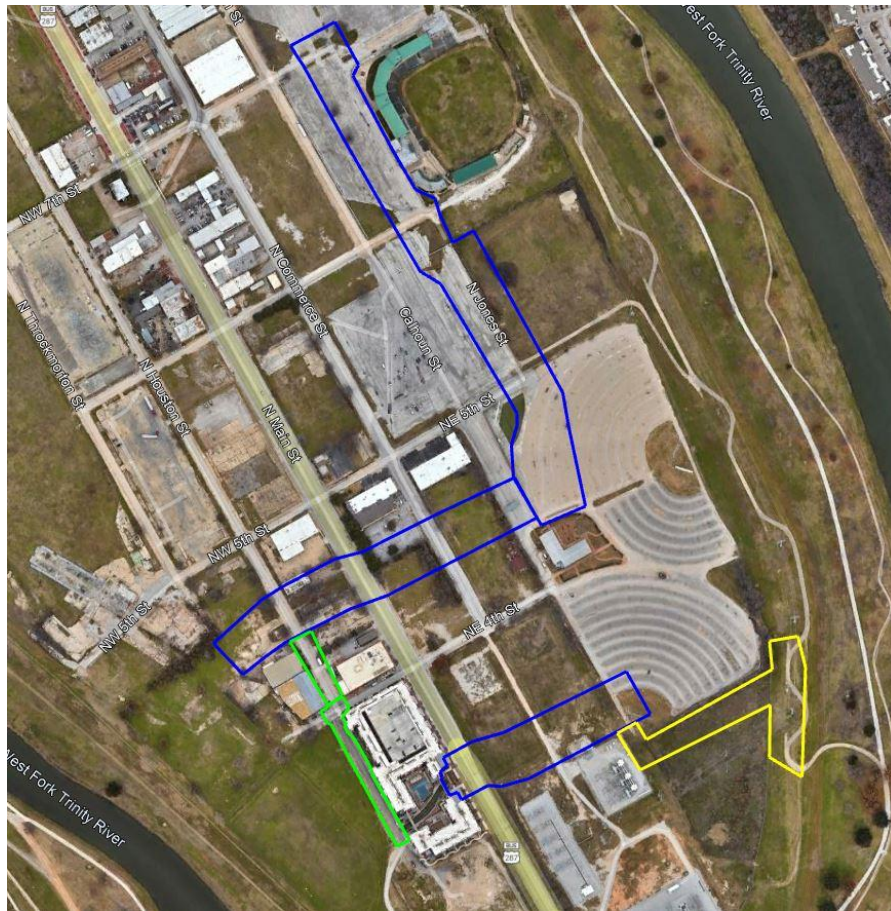


Figure 1: Survey Scope (blue - Canals, yellow – trail connection, and green - N Houston St)

TASK 2. SUBSURFACE UTILITY ENGINEERING

- A. Through a subconsultant, the Engineer will perform all subsurface utility engineering (“SUE”) necessary for the design project for the area identified in Figure 2 in accordance with CI/ASCE 38-02. Four different levels of SUE are identified. The following is a description of each level of SUE used on this project, and the findings will be provided to the Owner in GIS format.
- i. Level D – Collect level D as part of this scope of services.
 - ii. Level C – Field locate and obtain horizontal position of visible utility surface features for all of the utility systems described within Level D.
 - iii. Level B
 1. Indicate by marking with paint, the presence and approximate horizontal location of subsurface utilities using geophysical prospecting techniques, including electromagnetic, sonic, and acoustical techniques.
 2. Approximately six (6) days of direct buried utilities are identified for Level B location for the area outlined in
 - iv. Level A – Location (Test Hole) Services: Locating the horizontal and vertical position of the utility by excavating a test hole using vacuum excavation techniques and equipment. In performing locating (test hole) services Engineer will:
 1. Excavate twenty (20) test holes to expose the utility to be measured in such a manner that ensures the safety of the excavation and the integrity of the utility to be measured. Excavations will be performed using specially developed vacuum excavation equipment that is non-destructive to

- existing facilities. If contaminated soils are discovered during the excavation process, the Engineer will notify Owner.
2. Obtain X, Y and Z information at each test hole.

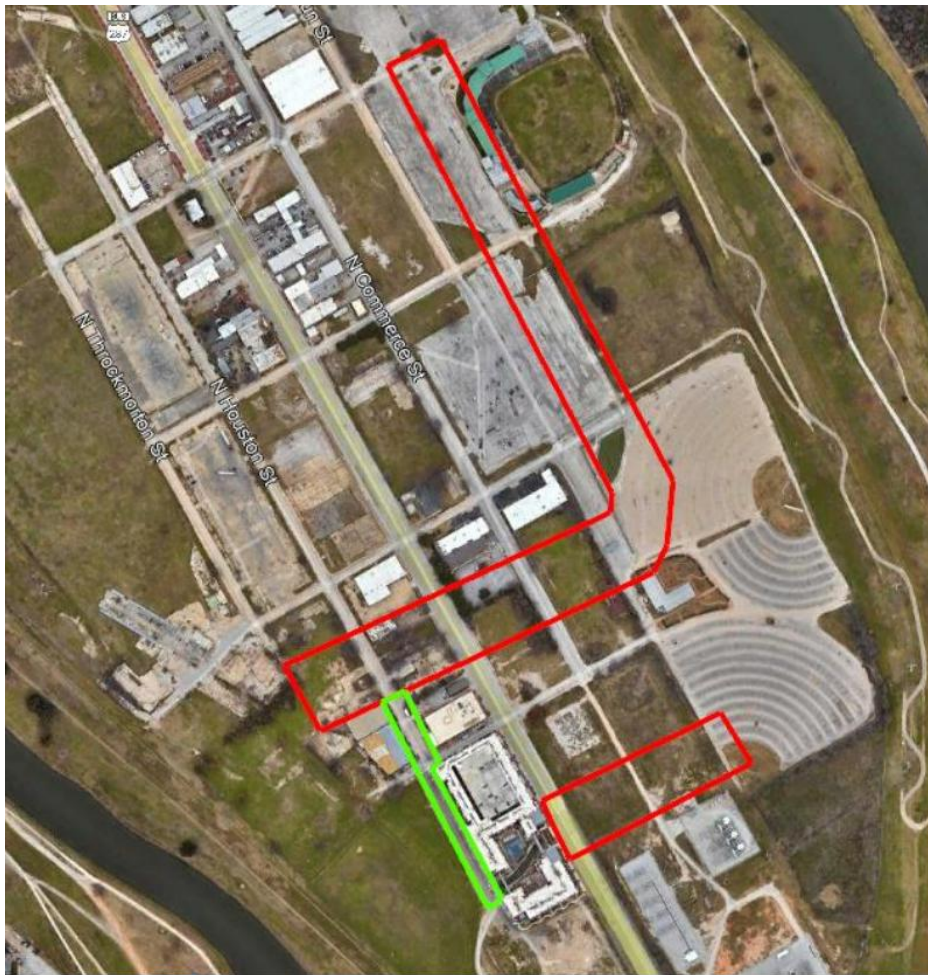


Figure 2: SUE scope (red - Canals B, C, and D, green - N Houston St)

TASK 3. GEOTECHNICAL INVESTIGATION

- A. Though a subconsultant, Engineer will perform all geotechnical analysis of the boring site necessary for the design project utilizing a qualified geotechnical laboratory to determine subsurface conditions. Provide recommendations regarding foundation design parameters. The geotechnical analysis will consist of the following:
 - i. Subsurface exploration: up to nineteen (18) borings, 13 to 35 feet and 5 to 45 feet deep generally depicted in Figure 3.
 - ii. Laboratory tests for classification purposes and strength characteristics.
 1. Moisture content and soil identification
 2. Percent passing #200 sieve
 3. Liquid and plastic limit determinations
 4. Unconfined compression tests on soil
 5. Unconfined compression tests on rock
 6. Unit weight determinations
 - iii. Absorption pressure and/or one-point pressure swell tests
- B. The geotechnical report will present the results of the field and laboratory data as well as analyses and recommendations. The data contained in the geotechnical report

will be made available to construction contractors during the bidding process for information purposes. The report will address:

- i. General soil and ground water conditions
- ii. Comments on general soil and rock excavation
- iii. Earthwork and trench recommendations



Figure 3: Geotechnical boring locations

TASK 4. ARCHEOLOGY INVESTIGATION

- A. Through a sub-consultant, Engineer will perform an archeological investigation of Canal B Phase II, Canal C Phase II, and Canal D.
 - i. The fieldwork will be conducted to meet the minimum requirements adopted by the THC (Council of Texas Archeologists 2020) based on the assumptions noted below. If THC requires additional work, it will be considered an additional service.

1. Up to one (1) archeological site will be recoded. Additional sites will be considered an additional service.
 2. A geoarchologist will not be utilized.
 3. Trenching will be monitored by a qualified archeologist per CTA minimum standards.
 4. A trackhoe or excavator will be utilized for digging trenches.
 5. Trenches will be staggered along the transects at approximately 200 meters apart per CTA minimum standards.
 6. Up to two (2) trenches will be excavated for Canal B Phase II, up to three (3) trenches will be excavated for Canal C Phase II, and up to five (5) trenches will be excavated for Canal D
 7. Pavement will not be repaired at trench locations.
 8. If human remains are found, all activity in the vicinity of the remains will cease and law enforcement and the Owner will be notified.
- ii. The findings of the fieldwork will be presented in a technical report that meets THC (Council of Texas Archeologists 2024) standards and presents a review of the natural environment and cultural history of the project area, a research design and methodology, results of the field investigation, and a conclusion with recommendations, if any.
 - iii. Records and collected artifacts will be curated in perpetuity with an approved curatorial facility to meet the Trans-Pecos Archeological Program (TAP). A Owner representative must sign the required curatorial paperwork.

TASK 5. ENVIRONMENTAL INVESTIGATION

- A. Through a subconsultant, Engineer will perform a Limited Phase II investigation of Canal B Phase II, Canal C Phase II, and Canal D.
 - i. Obtain and review previous studies from the Owner.
 - ii. Prepare Health and Safety Plan (HASP)
 - iii. Contact Texas811
 - iv. Soil Borings and Analytical Testing
 1. Perform 26 soil borings to a depth of up to 20 feet below existing ground surface generally depicted in Figure 4.
 2. Classify soil samples using ASTM D2488 "Standard Practice for Description and Identification of Soils (Visual-Manual Procedures)."
 3. Examine samples for staining, odors, and other apparent signs of contamination. Soil samples will be recovered at approximately 2-foot intervals prior to reaching saturated soil or suspected depth of groundwater (based on field observations and knowledge of local hydrogeologic conditions) and field screened via headspace readings for the presence of organic vapors using a photoionization detector (PID) calibrated to a 100 parts per million (ppm) isobutylene standard.
 4. Soil samples will be collected from the soil borings based on the field screening results, PID readings, or to evaluate subsurface soil conditions near the approximate final depth (~15-20 ft) of the canal excavation.
 5. Up to 52 soil samples (2 per boring) will be collected and analyzed for volatile organic compounds (VOCs) using U.S. Environmental Protection Agency (EPA) Method 8260 and total petroleum

hydrocarbons (TPH) using Texas Commission on Environmental Quality (TCEQ) Method 1005.

6. Up to 13 soil samples from select borings will be collected from the upper 4 feet of the soil column for laboratory analysis of Resource Conservation Recovery Act (RCRA) 8 Metals using EPA Methods 6010/7470. Additional soil samples may be collected and placed on hold at the laboratory pending initial analytical results.

Note: Soil samples selected for the VOCs and TPH analysis will be collected in laboratory-supplied sampling containers in accordance with EPA Method 5035.

7. Temporary Monitoring Well Installation & Groundwater Sampling

- a. Three of the soil borings will be converted to temporary monitoring wells by installing each borehole with 1-inch diameter machine slotted PVC well screen. Groundwater samples will be collected from each temporary monitoring well for the analysis of VOCs and TPH. The well will be plugged and abandoned within 48-hours of installation in accordance with water well driller regulations, regardless of whether they have produced groundwater.

- v. Limited Phase II Investigation Report

1. Present the results of the soil and groundwater sampling activities in a Limited Phase II Investigation report. The report will detail the sampling results, conclusions, and recommendations, if needed, for a regulatory path forward. Analytical results will be compared to the TCEQ's Texas Risk Reduction Program (TRRP) Tier 1 protective concentration and residential levels. Soil boring logs and other components with geologic interpretation will be reviewed and sealed by a Texas-licensed Professional Geoscientist.



Figure 4: Environmental Sampling Locations for Canals B, C, and D

TASK 6. DRAINAGE STUDY

A. Preliminary Drainage Study

- i. Engineer will prepare a preliminary drainage study for the potential canal outfall conditions noted below:
 1. Canal B outfall through the existing Canal B outfall
 2. Canals B & C outfall through the existing Canal B outfall
 3. Canals C & D outfall through existing City system
- ii. The deliverable will consist of existing and proposed drainage area maps, exhibits, and a model, and summary for each condition. The results will be presented to the Owner, and the Owner will determine which option to pursue for the Final Drainage Study. This does not anticipate a formal report for each condition nor review by the COFW.

B. Final Drainage Study

- i. Based on the direction from the Owner in the Preliminary Drainage Study, Engineer will prepare two (2) drainage studies per COFW requirements. The drainage study will include preparing a technical memorandum and exhibits consisting of:
 1. Technical memorandum
 2. Exhibits:
 - a. Existing Drainage Area Map
 - b. Proposed Drainage Area Map
 - c. Supporting calculations.
 3. HEC-HMS will be used to determine the 1, 5, and 100-year storm events for the existing and proposed conditions. HEC-HMS will be

used to determine the capacity of the canal to accommodate a level of detention. The remaining flow that will not be directed towards the canal will be routed to the existing and/or proposed storm drain system that will be prepared by under the Panther Island Interim Storm Drain below.

4. HEC-HMS will be used to determine the capacity and detention effect of Canals B, C and D.
5. This task anticipates the preparation of the drainage study as well as addressing up to four (4) rounds of comments from COFW.

C. Panther Island Interim Storm Drain

i. Following SDS review and acceptance of the Final Drainage Study above in support of the Grading Permit for the proposal canals, the Engineer will prepare storm drain alignments, sizes, and associated drainage areas for the Interim Storm Drain condition for the area identified in Figure 5 based on existing ground and drainage patterns. The prepared information will provide guidance to the City and development community during the interim condition. The following analysis will be per COFW requirements::

1. Interim condition defined as the development area within the existing levee system prior to the USACE completion of the FWCC project and decommissioning of the existing levees. The western limits of the development area will be the USACE bypass channel hard edge. The interim condition will also include the COFW completed FWCC storm drainage projects (Grand Ave Bypass Storm Drain and North Laterals, New Main Street Outfall, Greenleaf Sump Storm Drain, and Viola Storm Drain).

a. North Island – update the Final Drainage Study above to include interim condition drainage area, Canal B Phase III, and Canal C Phase I. Deliverables will consist of:

i. Technical memorandum

ii. Exhibits:

1. Existing Drainage Area Map
2. Existing city storm infrastructure
3. Proposed Drainage Area Map
4. Proposed storm drain and sizes
5. Supporting calculations.

iii. Digital Files, which may be used by the COFW and future developers

1. GIS file of drainage areas and storm network
2. HEC-HMS will be used to determine the capacity of the canal to accommodate a level of detention. The remaining flow that will not be directed towards the canal will be routed to the existing and/or proposed storm drain system that will be prepared by others.
3. HEC-HMS will be used to model the capacity and detention effect of Canals B, C, and D.

b. South Island – is not included in this scope of services

- ii. This task anticipates addressing up to four (4) rounds of comments from COFW.

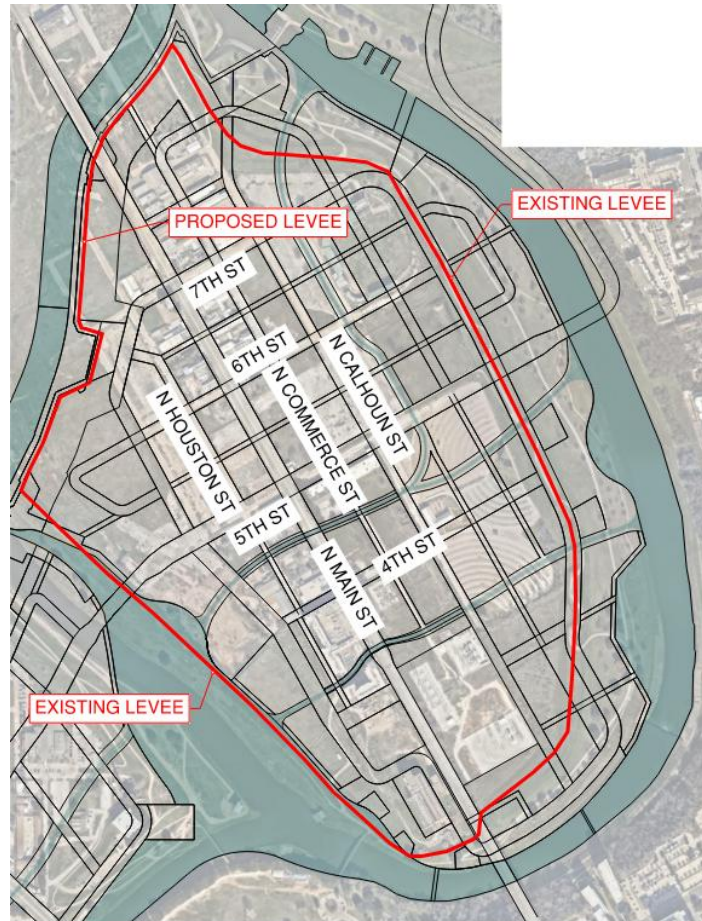


Figure 5: Interim Storm Drain Study Limits

TASK 7. CANAL B DESIGN

- A. Engineer will prepare plans for the ± 660 LF of Canal B Phase II from the western edge of the future N Calhoun St ROW to the existing Canal B Ph I west of N Main St. The design will consist of the concrete canal box with a 4-foot-wide gravel trail on both sides of the canal that will connect from the south side of the canal across to the existing Trinity Trail system east of Coyote Drive-in as depicted in Figure 6 below. ADA Pedestrian access and maintenance access ramps will be included in the design. There will be a water quality swale on the back side of the gravel trails with an earthen slope up to existing grade, except at the proposed N Main St bridge. The N. Main Street bridge and the water quality practice associated with the bridge will be by others.
- B. Engineer will provide plans and profiles of the canal assuming a 4-foot-wide gravel trail in the paseo on both sides of the canal with a 4:1 slope back to existing, except where retaining walls are needed at the N Main St bridge and Oncor substation generally noted in Figure 6. Design will include a make-up water system to deliver raw water from the existing Canal B outfall at the power plant intake using a pump with automatic control system.

- C. This task includes effort to coordinate with utility owners and assumes that they will relocate their own infrastructure. Utility relocation design is not included with this scope.
- D. Deliverables will be provided to the Owner for 30%, 60%, 90% and Final milestones as noted below.
 - i. 30% Schematic Design will be to show the canal alignment, width, and transitions from the existing canal and limits of the edge of the canal wall and conceptual layout of existing utility crossings Deliverables will consist of:
 - 1. Schematic Design Plans
 - a. Cover sheet
 - b. Plan view of the proposed canal alignment noting potential conflicts
 - c. Existing and proposed drainage area maps
 - d. Canal Cross-sections
 - e. Oncor access road alignment and fencing adjustments
 - f. Pedestrian trail connection alignment to the Trinity Trail system
 - g. Up to two (2) options for maintenance and pedestrian access concepts to the canal (final selection will be made with this phase; subsequent deliverables will detail out the selected option)
 - 2. Opinion of probable construction cost
 - 3. Narrative of outstanding design decisions
 - 4. two (2) copies of half size (11" x 17") plan sheets with a PDF and kmz digital files.
 - 5. Engineer will address up to one (1) round of Owner comments. Additional comments will be addressed with the 60% deliverable.
 - ii. 60% Design Development – Deliverables will consist of:
 - 1. 60% Design Development Plans
 - a. Cover sheet
 - b. Index of sheets
 - c. Project control
 - d. Canal plan and profiles (include information about the limits of County excavation, if applicable)
 - e. Grading plan – County Excavation (if applicable), including an estimated quantity
 - f. Grading plan
 - g. Existing Drainage Area Map
 - h. Proposed Drainage Area Map
 - i. Storm sewer plans
 - j. Drainage calculations
 - k. Structural Plans and details
 - l. Landscape Plan
 - m. Hardscape Plan
 - n. Oncor access road relocation plan
 - o. Make-up water system plan
 - 2. Project specifications table of contents and draft list of bid items
 - 3. Opinion of probable construction cost

4. two (2) copies of half size (11" x 17") plan sheets with a PDF and kmz digital files .
5. Owner comments will be addressed with the 90% deliverable.
- iii. 90% Construction Documents – Deliverables will consist of:
 1. 90% Construction Plans
 - a. Cover Sheet
 - b. Index of sheets
 - c. Project control
 - d. Canal plan and profiles
 - e. Grading plan – County limits of excavation and quantity
 - f. Grading plan
 - g. Existing Drainage Area Map
 - h. Proposed Drainage Area Map
 - i. Storm sewer plans
 - j. Drainage calculations
 - k. Structural Plans and details
 - l. Landscape Plan
 - m. Hardscape Plan
 - n. Construction Details
 - o. Oncor access road relocation plan
 - p. Make-up water system plan
 - q. Make-up water system electrical plan and details
 2. Draft project specifications and contract documents
 3. Opinion of probable construction cost
 4. two (2) copies of half size (11" x 17") plan sheets with a PDF and kmz digital files.
 5. Owner comments will be addressed with the Final Construction Documents.
- iv. Final Construction Documents will incorporate Owner comments in the 90% documents for a final issue for construction set of contract documents.
- v. COFW Permitting
 1. Grading Permit
 - a. Based on the approved drainage study, Engineer will prepare and submit a grading permit to the COFW
 2. Tree Removal Permit
 - a. Engineer will prepare and submit an application to remove trees in the right-of-way in conflict with the proposed canal
 3. Infrastructure Plan Review Center (IPRC)
 - a. Not anticipated
 4. Joint Use and Maintenance Agreement – Main Street
 - a. Engineer will prepare the separate instrument documents as stated in the Survey task. The Owner will be responsible for obtaining the Joint Use Maintenance Agreement with the COFW and TxDOT.
 5. TDLR Review
 - a. Engineer will prepare and submit the plans to a registered accessibility specialist (RAS) selected by the Owner. Engineer

will submit the notification to the Texas Department of Licensing and Registration (TDLR)

6. Building Permit

- a. Engineer will prepare and submit a building permit application for the proposed retaining walls in excess of 4' high. It is anticipated that the existing plat will suffice for permitting, and that a replat will not be required.

7. It is understood that a replat, Infrastructure Plan Review Center (IPRC), Stormwater Facility Maintenance Agreement, floodplain development permit, and urban forestry permit will not be required.

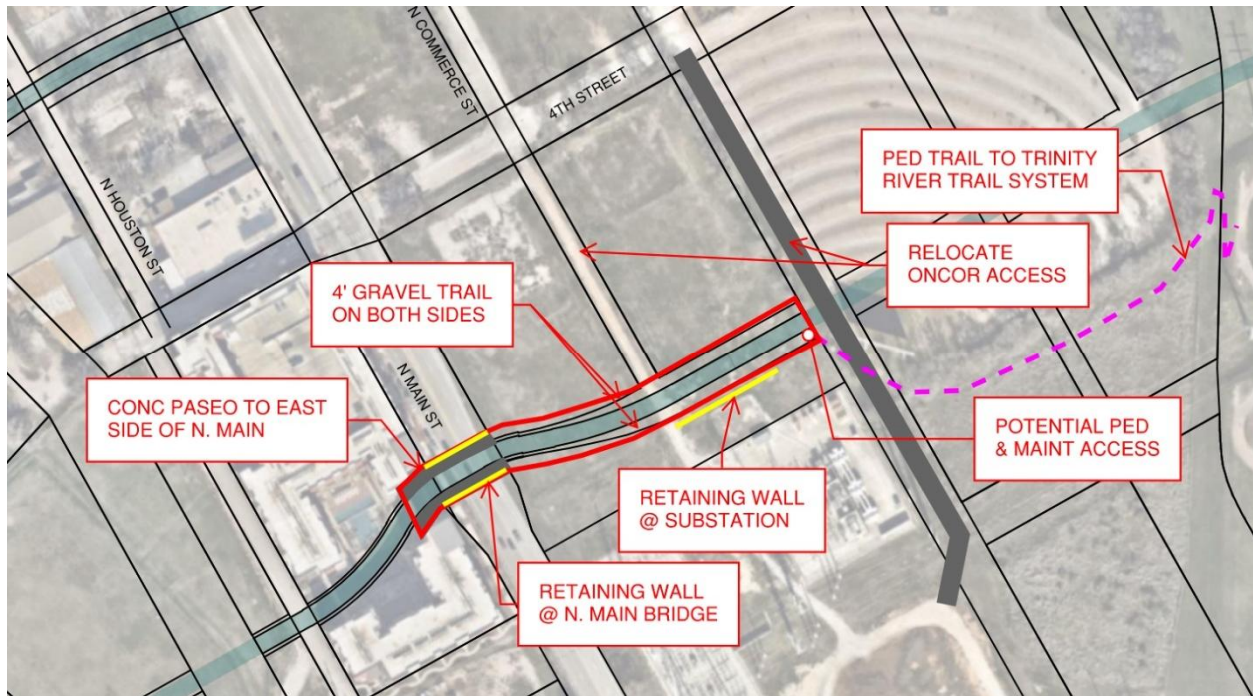


Figure 6: Canal B Phase II Scope

TASK 8. CANAL C DESIGN

- A. Engineer will prepare plans for the $\pm 1,050$ LF of Canal C Phase II from the western edge of the future N Calhoun St ROW to eastern edge of the Union Pacific Railroad tract to the west. The design will consist of the concrete canal box with a 4-foot-wide gravel trail on both sides of the canal. ADA Pedestrian access and maintenance access ramps will be included in the design. There will be a water quality swale on the back side of the gravel trails with an earthen slope up to existing grade, except at the proposed N Main St bridge (by others) and at the existing building structures east of N Houston St. It is understood that the pedestrian bridges and associated retaining walls in N. Houston St. and N. Commerce St. will be by others. It is anticipated that the canal will drain to the outfall location as determined during the drainage study.
- B. Engineer will provide plans and profiles of the canal assuming a 4-foot-wide gravel trail in the paseo on both sides of the canal with a 4:1 slope back to existing, except where retaining walls are needed at the N Main St bridge generally noted in Figure 7. Design will include a make-up water system to deliver raw water using a pump with automatic control system.

- C. Engineer will coordinate with adjacent development (at NE 4th Street and Main Street) during all phases of design, including meetings, developer review and incorporating comments.
- D. Engineer will investigate up to three options for end walls, including temporary structural walls, earthen slopes, and maintenance ramps.
- E. Deliverables will be provided to the Owner for 30%, 60%, 90% and Final milestones as noted below.
 - i. 30% Schematic Design will be to show the canal alignment and limits of the edge of the canal wall and conceptual layout of existing utility crossings. Deliverables will consist of:
 - 1. Schematic Design Plans
 - a. Plan view of the proposed canal alignment noting potential conflicts
 - b. Existing and proposed drainage area maps
 - c. Canal Cross-sections
 - d. Up to two (2) options for maintenance and pedestrian access concepts to the canal (final selection will be made with this phase; subsequent deliverables will detail out the selected option)
 - 2. Opinion of probable construction cost
 - 3. Narrative of outstanding design decisions
 - 4. Two (2) copies of half size (11" x 17") plan sheets with a PDF and kmz digital files.
 - 5. Engineer will address up to one (1) round of Owner comments. Additional comments will be addressed with the 60% deliverable.
 - ii. 60% Design Development – Deliverables will consist of:
 - 1. 60% Design Development Plans
 - a. Cover sheet
 - b. Index of sheets
 - c. Project control
 - d. Canal plan and profiles (include information about the limits of County excavation, if applicable)
 - e. Grading plan – County Excavation (if applicable), including an estimated quantity
 - f. Grading plan
 - g. Existing Drainage Area Map
 - h. Proposed Drainage Area Map
 - i. Storm sewer plans
 - j. Drainage calculations
 - k. Structural Plans and details
 - l. Landscape Plan
 - m. Hardscape Plan
 - n. Make-up water system plan
 - o. Project specifications table of contents and draft list of bid items
 - 2. Opinion of probable construction cost
 - 3. Two (2) copies of half size (11" x 17") plan sheets with a PDF and kmz digital files.

4. Owner comments will be addressed with the 90% deliverable.
- iii. 90% Construction Documents – Deliverables will consist of:
 1. 90% Construction Plans
 - a. Cover sheet
 - b. Index of sheets
 - c. Project control
 - d. Canal plan and profiles
 - e. Grading plan – County limits of excavation and quantity
 - f. Grading plan
 - g. Existing Drainage Area Map
 - h. Proposed Drainage Area Map
 - i. Storm sewer plans
 - j. Drainage calculations
 - k. Structural Plans and details
 - l. Landscape Plan
 - m. Hardscape Plan
 - n. Construction Details
 - o. Make-up water system plan
 - p. Make-up water system electrical plan and details
 2. Draft project specifications and contract documents
 3. Opinion of probable construction cost
 4. Two (2) copies of half size (11" x 17") plan sheets with a PDF and kmz digital files.
 5. Owner comments will be addressed with the Final Construction Documents.
- iv. Final Construction Documents will incorporate Owner comments in the 90% documents for a final issue for construction set of contract documents.
- v. COFW Permitting
 1. Grading Permit
 - a. Based on the approved drainage study, Engineer will prepare and submit a grading permit to the COFW .
 2. Tree Removal Permit
 - a. Engineer will prepare and submit an application to remove trees in the right-of-way in conflict with the proposed canal
 3. Infrastructure Plan Review Center (IPRC)
 - a. Engineer will prepare and submit plans to the COFW for the proposed public COFW storm sewer that will discharge to and receive flows from the Canal at N Commerce St based on the results of the drainage study.
 4. Community Facilities Agreement (CFA)
 - a. Upon the approval of the IPRC plans, Engineer will prepare the application, bid tabulation, and applicable CFA exhibits to the COFW for review. Engineer will coordinate with Owner for the execution of the CFA.
 5. Joint Use and Maintenance Agreement
 - a. Engineer will prepare and submit an encroachment agreement to the COFW for the proposed canal in the COFW

ROW. The separate instrument will be prepared under the Survey task.

6. TDLR Review
 - a. Engineer will prepare and submit the plans to a registered accessibility specialist (RAS) selected by the Owner. Engineer will submit the notification to the Texas Department of Licensing and Registration (TDLR)
7. Building Permit
 - a. Engineer will prepare and submit a building permit application for the proposed retaining walls in excess of 4' high. It is anticipated that the existing plat will suffice for permitting, and that a replat will not be required.
8. It is understood that a replat, Stormwater Facility Maintenance Agreement, floodplain development permit, and urban forestry permit will not be required.

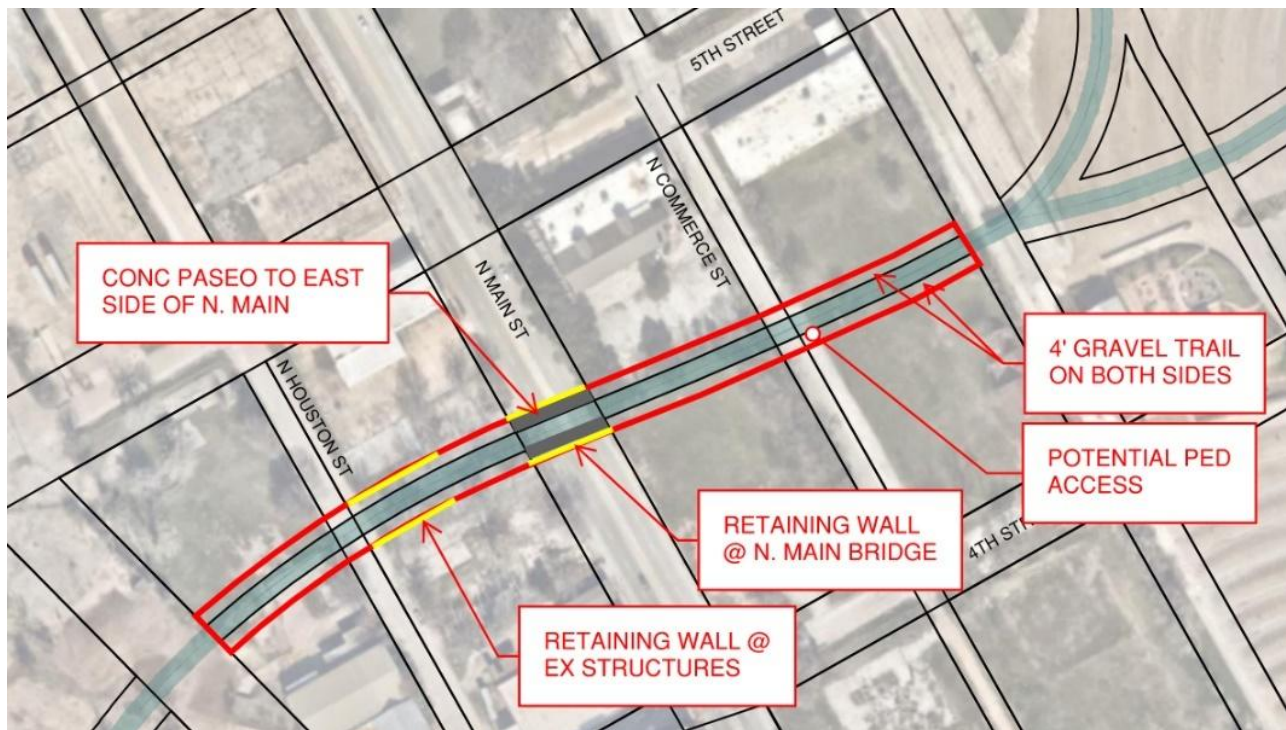


Figure 7: Canal C Phase II Scope

TASK 9. CANAL D DESIGN

- A. Engineer will prepare plans for the $\pm 1,800$ LF of Canal D from the southern ROW of NE 7th St ROW to the western edge of the future N Calhoun St ROW where it would connect with Canal C Phase II. The design will consist of the concrete canal box with a 4-foot-wide gravel trail on either side of the canal. ADA Pedestrian access and maintenance access ramps will be included in the design. There will be a water quality swale on the back side of the gravel trails with an earthen slope up to existing grade. It is anticipated that the canal will drain to the existing storm sewer system in the future N Calhoun St ROW as determined by the drainage study.

- B. Engineer will provide plans and profiles of the canal assuming a 4-foot-wide gravel trail in the paseo on both sides of the canal with a 4:1 slope back to existing generally noted in Figure 8. Make-up water is desired to be pumped from the Trinity River.
- C. Deliverables will be provided to Owner for 30%, 60%, 90% and Final milestones as noted below.
 - i. 30% Schematic Design will be to show the finalize canal alignment and limits of the edge of the canal wall and conceptual layout of existing utility crossings. Deliverables will consist of:
 - 1. Schematic Design Plans
 - a. Plan view of the proposed canal alignment noting potential conflicts
 - b. Existing and proposed drainage area maps
 - c. Canal Cross-sections
 - d. Up to two (2) options for maintenance and pedestrian access concepts to the canal (final selection will be made with this phase; subsequent deliverables will detail out the selected option)
 - 2. Opinion of probable construction cost
 - 3. Narrative of outstanding design decisions
 - 4. Two (2) copies of half size (11" x 17") plan sheets with a PDF and kmz digital files.
 - 5. Engineer will address up to one (1) round of Owner comments. Additional comments will be addressed with the 60% deliverable.
 - ii. 60% Design Development – Deliverables will consist of:
 - 1. 60% Design Development Plans
 - a. Cover sheet
 - b. Index of sheets
 - c. Project control
 - d. Canal plan and profiles (include information about the limits of County excavation, if applicable)
 - e. Grading plan – County Excavation (if applicable), including an estimated quantity
 - f. Grading plan
 - g. Existing Drainage Area Map
 - h. Proposed Drainage Area Map
 - i. Storm sewer plans
 - j. Drainage calculations
 - k. Structural Plans and details
 - l. Landscape Plan
 - m. Hardscape Plan
 - n. Make-up water system plan
 - o. Project specifications table of contents
 - 2. Opinion of probable construction cost
 - 3. Two (2) copies of half size (11" x 17") plan sheets with a PDF and kmz digital files.
 - 4. Owner comments will be addressed with the 90% deliverable.
 - iii. 90% Construction Documents – Deliverables will consist of:
 - 1. 90% Construction Plans

- a. Cover Sheet
 - b. Index of sheets
 - c. Project control
 - d. Canal plan and profiles
 - e. Grading plan – County limits of excavation and quantity
 - f. Grading plan
 - g. Existing Drainage Area Map
 - h. Proposed Drainage Area Map
 - i. Storm sewer plans
 - j. Drainage calculations
 - k. Structural Plans and details
 - l. Landscape Plan
 - m. Hardscape Plan
 - n. Construction Details
 - o. Make-up water system plan
 - p. Make-up water system electrical plan and details
2. Draft project specifications and contract documents
 3. Opinion of probable construction cost
 4. Two (2) copies of half size (11" x 17") plan sheets with a PDF and kmz digital files.
 5. Owner comments will be addressed with the Final Construction Documents.
- iv. Final Construction Documents will incorporate Owner comments in the 90% documents for a final issue for construction set of contract documents.
- v. COFW Permitting
1. Grading Permit
 - a. Based on the approved drainage study, Engineer will prepare and submit a grading permit to the COFW .
 2. Tree Removal Permit
 - a. Engineer will prepare and submit an application to remove trees in the right-of-way in conflict with the proposed canal
 3. Infrastructure Plan Review Center (IPRC)
 - a. Not anticipated
 4. Encroachment Agreement
 - a. Not anticipated
 5. TDLR Review
 - a. Engineer will prepare and submit the plans to a registered accessibility specialist (RAS) selected by the Owner. Engineer will submit the notification to the Texas Department of Licensing and Registration (TDLR)
 6. Building Permit
 - a. Engineer will prepare and submit a building permit application for the proposed retaining walls in excess of 4' high. It is anticipated that the existing plat will suffice for permitting, and that a replat will not be required.
 7. It is understood that a replat, Infrastructure Plan Review Center (IPRC), Stormwater Facility Maintenance Agreement, floodplain development permit, and urban forestry permit will not be required.



Figure 8: Canal D Scope

TASK 10. PROJECT MEETINGS

- A. Engineer and subconsultant will prepare for and attend the meetings shown below. Engineer will prepare and distribute an agenda before and meeting notes after each meeting.
- B. The following meetings are anticipated:
 - i. Project kick-off
 1. Number of meetings: 1 at 1 hr
 2. Engineer attendees: civil, structural, landscape, H&H, and project management
 - ii. Owner meetings
 1. Frequency: twice per month
 2. Number of Meetings: 20 meetings at 1.5 hrs each
 3. Engineer attendees: project management (other as required)
 - iii. Design team meetings
 1. Frequency: monthly
 2. Number of Meetings: 12 meetings at 1 hr each

3. Engineer attendees: civil, structural, landscape, H&H, and project management
- iv. Stakeholder Meetings
 1. Frequency: two in 30%, one at 60% and one at 90%
 2. Number of meetings: 4 at 2 hrs each
 3. Engineer attendees: project management (other as required)
- v. Deliverables
 1. Meeting Agendas
 2. Meeting Notes

TASK 11. PROJECT MANAGEMENT AND COORDINATION

- A. Coordination of other parties: facilitate action items/tasks for other parties (TxDOT, franchise utilities, other Owner or COFW consultants, and adjacent developer and their consultants). Services may include delegation of tasks and conducting additional meetings associated with the directives of the Project Managers meeting.
- B. Engineer will provide monthly updates with a narrative and schedule
- C. Engineer will provide monthly M/WBE reporting
- D. Engineer will provide monthly invoices with project status report

TASK 12. BIDDING

- A. Issuing Bid Set
 - i. OpenGov
- B. Request for Information – provide technical interpretations of the Contract Documents and send written clarifications to Owner.
- C. Addenda – issue Addenda as necessary when clarifications require a modification to the Contract Documents
- D. Pre-proposal Meeting – attend a pre-proposal meeting
- E. Recommendation of Award
 - i. Obtain Offerors proposals from the Owner.
 - ii. Evaluate Offerors proposals based on Contract Documents scoring criteria.
 - iii. Prepare a letter to the Owner with a recommendation of award.
 - iv. Attend Owner Board meeting for the award of the contract.
- F. Conformance Documents
 - i. Prepare and deliver hard copies to Owner for contractor's use during construction.
- G. The Engineer has budgeted for three (3) separate bid packages, one for each canal.

TASK 13. CONSTRUCTION PHASE SERVICES

- A. Engineer will provide the construction phase services specifically stated below:
 - i. Pre-Construction Conference:
 1. Engineer will attend a Pre-Construction Conference for each canal prior to commencement of construction activity.
 - ii. Visits to Site and Observation of Construction
 1. Engineer will make visits as directed by Owner in order to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Construction Contractor's work. Observations will to be limited to spot checking, selective measurement, and similar methods of general observation. Based on

information obtained during site visits, Engineer will evaluate whether Construction Contractor's work is generally proceeding in accordance with the Contract Documents, and Engineer will keep Owner informed of the general progress of the work. The Engineer has budgeted this task based on three (3) site visits for each canal the construction duration.

2. Engineer will not supervise, direct, or have control over Construction Contractor's work, nor shall Engineer have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Construction Contractor, for safety programs incident to Construction Contractor's work, or for any failure of Construction Contractor to comply with any laws. Engineer does not guarantee the performance of any Construction Contractor and has no responsibility for Construction Contractor's failure to perform its work in accordance with the Contract Documents.
- iii. Recommendations with Respect to Defective Work
 1. Engineer will recommend to Owner that Construction Contractor's work be disapproved and rejected while it is in progress if, on the basis of its observations, Engineer believes that such work will not produce a completed Project that generally conforms to the Contract Documents.
 - iv. Liaison
 1. Serving as Owner's liaison with Construction Contractor when Construction Contractor's operations affect Owner's on-site operations.
 - v. Clarifications and Interpretation
 1. Engineer will respond to reasonable and appropriate Construction Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by Owner.
 - vi. Change Orders
 1. Engineer may recommend Change Orders to Owner, and will review and make recommendations related to Change Orders submitted or proposed by the Construction Contractor.
 - vii. Shop Drawings and Samples
 1. Engineer will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Construction Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.
 - viii. Substitutes and "or-equal"
 1. Engineer will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Construction Contractor in accordance with the Contract Documents.

ix. Substantial Completion

1. Engineer will, after notice from Construction Contractor that it considers the Work ready for its intended use, in company with Owner and Construction Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

x. Record Drawings

1. Engineer shall prepare Record Drawings from information provided by Owner depicting any changes made to the Final Drawings during construction. The following information shall be provided by the Owner:
 - a. As-Built Survey
 - b. Red-Line Markups from Construction Contractor
 - c. Red-Line Markups from RPR Inspector
 - d. Copies of Approved Change Orders
 - e. Approved Substitutions
2. The Engineer shall modify the Final Drawings electronically and shall place a stamp on the plans indicating that they represent Record Drawings of the Project as constructed. The stamp shall be signed and dated by the Engineer and shall be placed on each plan sheet, whether there are any revisions on the sheet or not. Each sheet shall clearly indicate all changes which apply to that sheet by clouding and numbering, or other suitable means.
3. The following disclaimer shall be included with the Record Drawing stamp:

These Record Drawings were prepared using information provided by others and represent the as constructed conditions to the extent that documented changes were provided for recording. The Engineer assumes no liability for undocumented changes and certifies only that the documented changes are accurately depicted on these drawings.

4. Engineer shall submit a set of sealed Final Drawings, modified and stamped as Record Drawings, using pdf for record storage. Engineer may keep copies of the information provided by Owner for their files, but all original red-lined drawings shall be returned to Owner.
5. Record Drawings shall also be submitted in both Adobe Acrobat PDF format (version 6.0 or higher) format and DWF format.

xi. Deliverables

1. Responses to Construction Contractor's Requests for Information
2. Review of Change Orders
3. Review of shop drawings
4. One (1) set of plans for record storage

SCHEDULE

Engineer will provide our services based on the schedule provided, assuming timely participation by the Owner, City, TxDOT, and other stakeholders.

Exhibit B

COMPENSATION

Engineer will perform the services in Tasks 1 through 13 on a labor fee plus expense basis with the maximum fee shown below.

Task Number	Task Name	Fee
1	Survey	\$89,100
2	Subsurface Utility Engineering	\$81,600
3	Geotechnical Investigation	\$81,900
4	Archeology Investigation	\$173,600
5	Environmental Investigation	\$60,900
6	Drainage Study	\$494,000
7	Canal B Design	\$504,400
8	Canal C Design	\$516,400
9	Canal D Design	\$467,800
10	Project Meetings	\$136,300
11	Project Management and Coordination	\$149,500
12	Bidding	\$99,000
13	Construction Phase Services	\$245,000

Engineer will provide the Scope of Services for hourly tasks on a labor fee plus expense basis not to exceed \$3,099,500.

RATE SCHEDULE

Kimley-Horn and Associates, Inc. Hourly Labor Rate Schedule

Classification	Rate
B2 – Analyst	\$140
B3 – Analyst	\$160
B4 – Professional	\$180
N4 – Support Staff	\$115
N5 – Support Staff	\$125
N6 – Support Staff	\$130
P1 – Analyst	\$150
P2 – Analyst	\$165
P3 – Professional	\$180
P4 – Professional	\$215
P5 – Senior Professional I	\$255
P6 – Senior Professional I	\$325
P7 – Senior Professional I	\$355
P8 – Senior Professional II	\$395

Effective through December 31, 2026

Subject to yearly adjustments thereafter

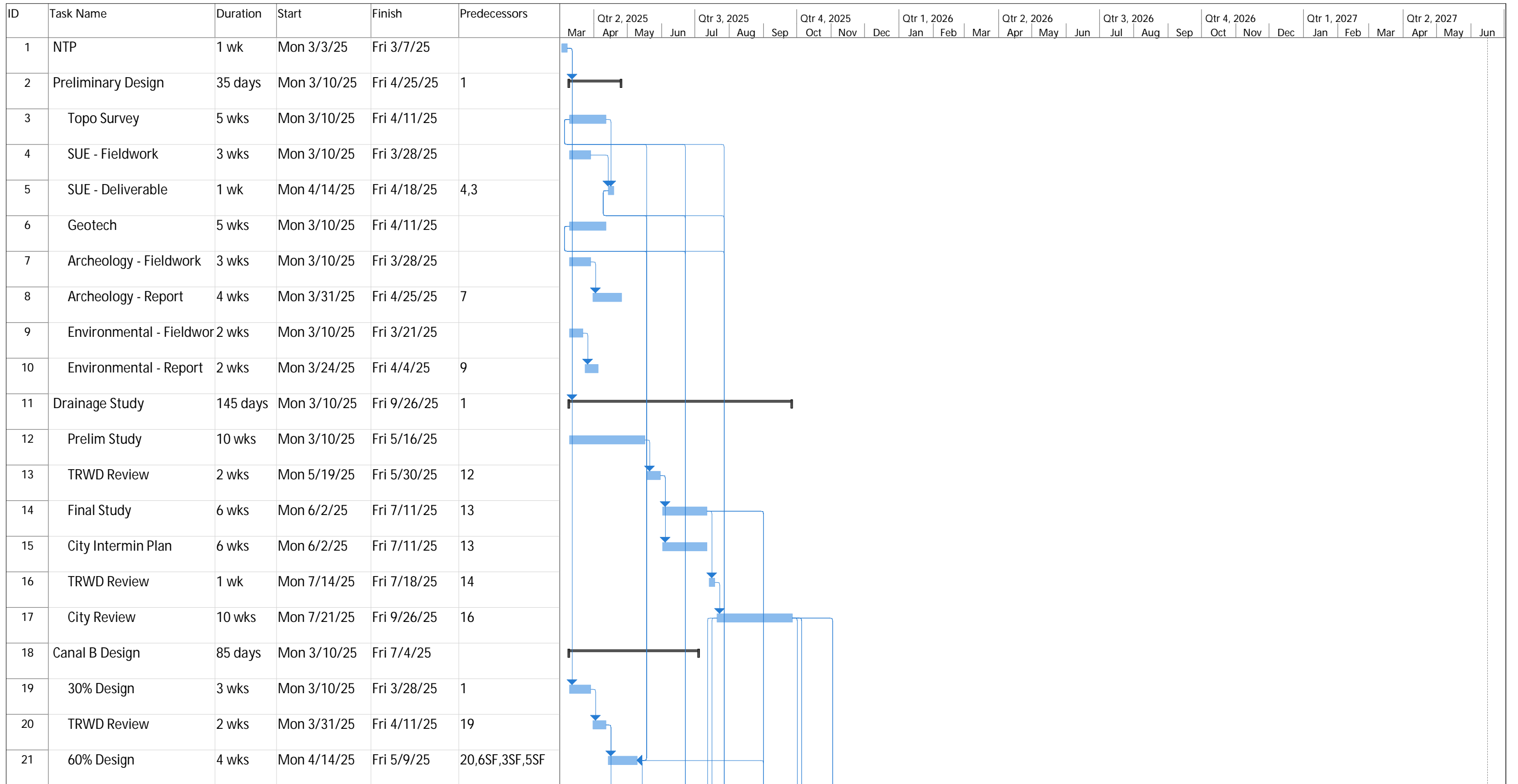
Exhibit C

KEY PERSONNEL

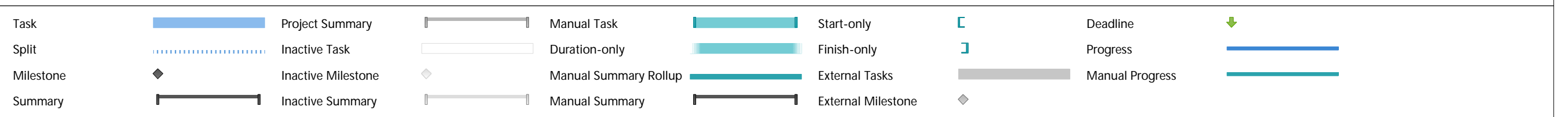
John Ainsworth, P.E. – Project Manager

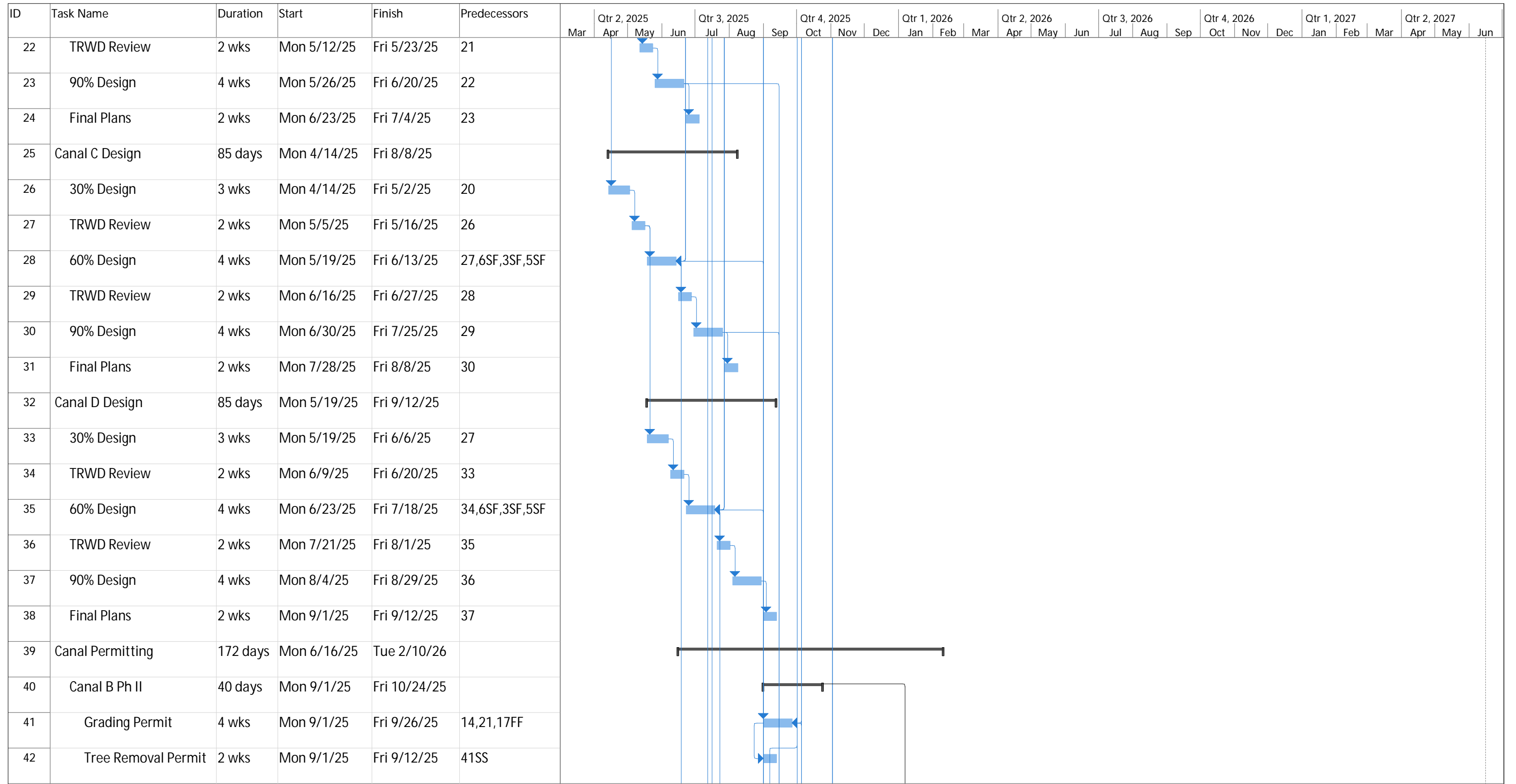
Carl T. DeZee, P.E. – Quality Manager

Misty Christian, P.E., CFM, CPSWQ – Project Engineer

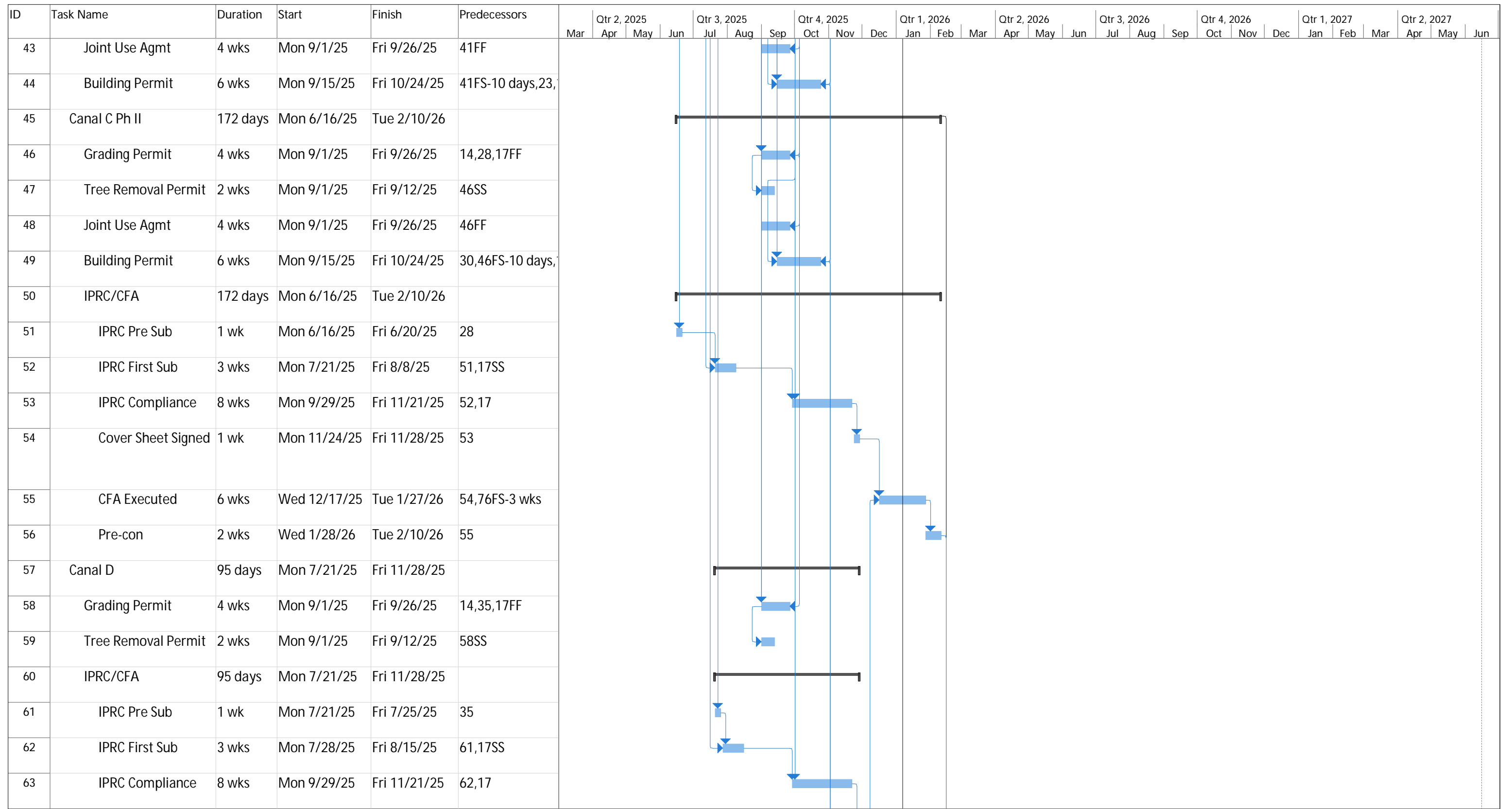


Project: PI Canal BCD Schedule
Date: Tue 1/21/25

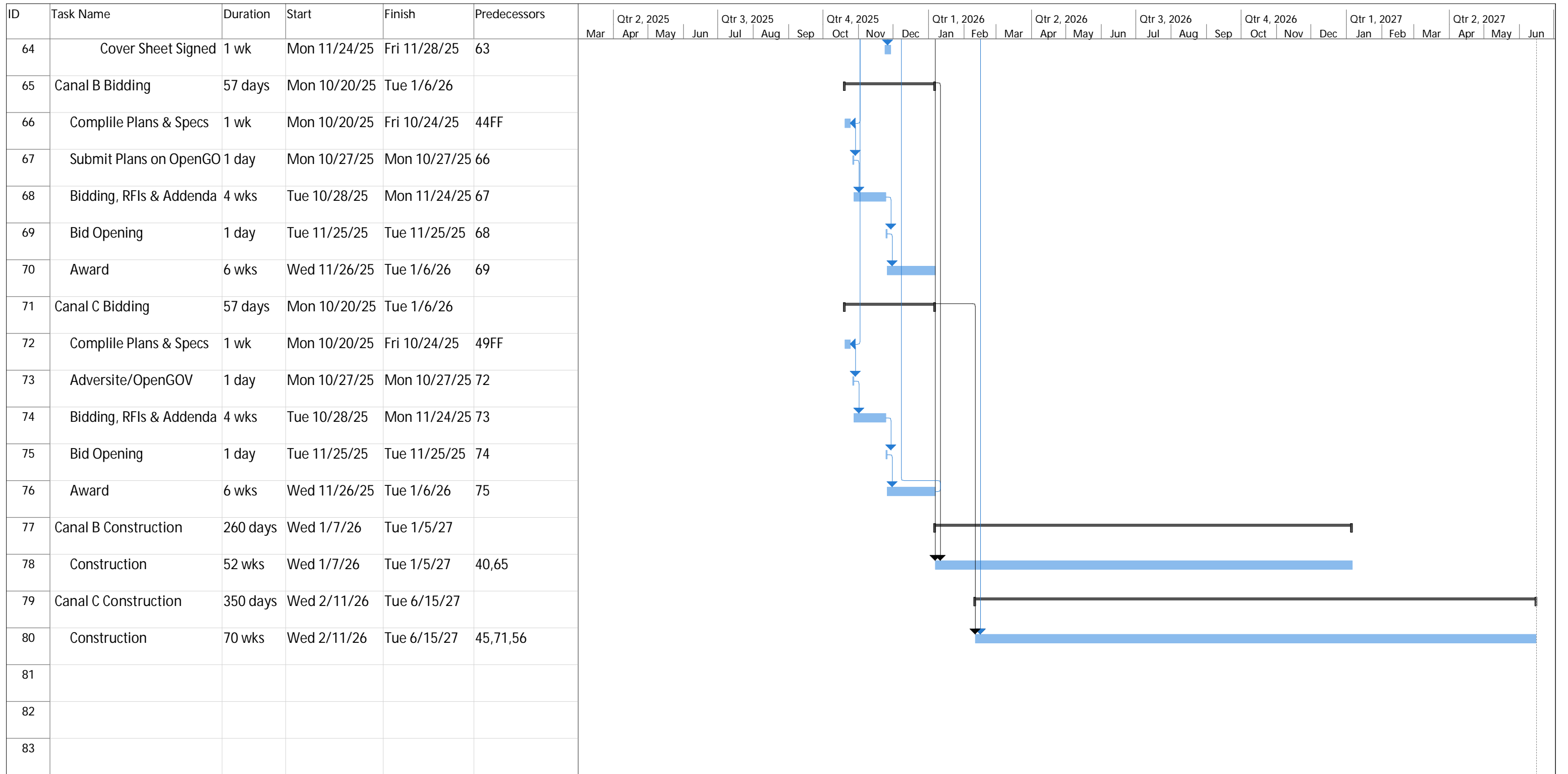




Project: PI Canal BCD Schedule Date: Tue 1/21/25	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			



Project: PI Canal BCD Schedule Date: Tue 1/21/25	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			



Project: PI Canal BCD Schedule Date: Tue 1/21/25	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 6

DATE: February 18, 2025

SUBJECT: Consider Approval of Time and Materials Contract with Shermco Industries for Medium Voltage Motor Maintenance

FUNDING: Fiscal Year 2025 Revenue Fund Budget - \$195,200

RECOMMENDATION:

Management recommends approval of a time and materials motor maintenance contract with Shermco Industries. This contract is for one year with four more optional renewable years. The in-shop rates are \$80/hour and \$120/overtime hour. The field rates are \$90/hour and \$135/overtime hour.

DISCUSSION:

The District owns and operates 71 medium voltage motors, ranging from 1000hp to 5500hp, located at various pump stations throughout our pipeline system. The motor maintenance contract is a time and material contract to perform corrective and preventative maintenance on the District's medium voltage motors, both in the field and in the vendors shop. The contract enables operations staff the ability to utilize technical support experts in a timely manner to diagnose operation anomalies and make necessary repairs, either in the field or the shop.

Invitation to Bid was solicited per statute (Texas Water Code Chapter 49) three vendors were solicited and one bid was received. Shermco Industries has worked with District for many years and their performance is satisfactory. This contract is for one year with four more optional renewable years. Shermco is not a certified diverse business. There are no subcontracting opportunities.

This item was reviewed by the Operations and Construction Committee on February 13, 2025.

Submitted By:

Darrell Beason
Chief Operations Officer



Bid Tabulation

ITB No. 25-054
Description Annual Preventative Maintenance for Pump Motors
Due Date and Time January 17, 2025 at 2:00 PM

Company Name	Hourly Shop Rate	Overtime Shop Rate	Hourly Field Rate	Overtime Shop Rate	Mark Up %
Shermco Industries of Irving, TX	\$80.00	\$120.00	\$90.00	\$135.00	20%

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 7

DATE: February 18, 2025

SUBJECT: Consider Approval of Contract Extension with Deloitte for Audit Services

FUNDING: Budget Year 2026

RECOMMENDATION:

Management recommends approval of a contract extension in an amount **not-to-exceed \$279,361** with Deloitte for audit services for fiscal year 2025.

DISCUSSION:

In 2020 a Request for Statement of Qualifications for Audit Services was solicited and four responses were received. Deloitte was determined to be the most qualified. In April 2020 the Board approved an award of contract to Deloitte for audit services for fiscal years 2020 through 2024.

Management is recommending a one-year extension due to the District currently implementing a new Enterprise Resource Planning system (Workday) with a scheduled go-live date in April 2025, resulting in fiscal year 2025 being split between two financial systems. As Deloitte has audited our financials for the previous five years this continuation will allow us to maintain consistency with the financial audit during this complex process, and this contract amendment will allow staff to continue communication with Deloitte throughout the Workday implementation which will help ensure transparency in the conversion process.

Deloitte's proposed audit fee of \$268,770 is a 5% annual increase from 2024's audit fee plus additional billings of \$10,591 for a total contract value of \$279,361. The 5% annual increase was agreed to in 2020. The additional billings include \$8,237 for review of new Enterprise Resource Planning system implementation and \$2,354 for review of GASB 101 implementation.

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

This item was reviewed by the Finance and Audit Committee on February 12, 2025.

Submitted By:

Sandy Newby
Chief Financial Officer



Deloitte & Touche LLP
2200 Ross Avenue
Suite 1600
Dallas, TX 75201
USA
Tel: +1 512 784 9696

www.deloitte.com

September 20, 2024

Ms. Sandy Newby
Chief Financial Officer
Tarrant Regional Water District
800 East Northside Drive
Fort Worth, TX 76102

Dear Ms. Newby:

Deloitte has had the privilege of providing audit services to the Tarrant Regional Water District (the “District” and “TRWD”) for several years. On behalf of Deloitte, we thank you for the opportunity of serving you over these years and look forward to continuing working with you. We are proud of our longstanding relationship and how our team has been able to be there in every step of your journey.

Finding the right professional services provider is not easy and building a lasting relationship can be even harder. While the general technical knowledge among qualified auditors is often a given, it is the intangibles of a business relationship that make a difference. Being comfortable with the people working with you, having confidence in their abilities, hearing from them on a regular basis—these are attributes that differentiate our team.

We know the District is working diligently to implement a new accounting system in fiscal year 2025. In our experience, it takes some time to stabilize systems and internal controls and reach the new “normal” after a system implementation. Therefore, at your request, we would like to propose on the audit of the District’s financial statements for the fiscal year ending September 30, 2025, in accordance with auditing standards generally accepted in the United States of America. Please refer to the attached Appendix A for the fee structure.

Our aim is to provide you with quality professional services at a competitive cost, under a fee structure that is clearly stated and mutually acceptable. Our fees reflect our dedication to doing things the right way, with quality and integrity, and no shortcuts. We consider the comprehensiveness and systematic rigor of our audit process to be one of the defining features of our organization. We believe our fees represent excellent value considering our depth of experience, the skills of the client service team selected to serve the District, and the resources that will be made available to you.

Should you have any questions or need further information, please do not hesitate to contact me at tguidry@deloitte.com or 512-784-9696.

Sincerely,

Tracey Guidry Cooley, Managing Director

Appendix A

Estimated average hourly rate	
	FY 2025
Partners/Managing Directors	\$ 348
Managers/Senior Managers	\$ 266
Seniors	\$ 222
Junior/Experienced Staff	\$ 175
Accountant/Staff	\$ 159
The total of the audit on a per year basis for TRWD is below:	
Fiscal year 2025 financial records	\$ 268,770
Estimate additional billings for individual year activity	
Fiscal year 2025 - IT Implementation	\$ 8,237
Fiscal year 2025 - GASB 101 Implementation	\$ 2,354

NOTES:

[1] Our fees assume the same fund structure and number of major funds as in the District's Annual Comprehensive Financial Report as of and for the year ended September 30, 2023. Additional fees may be billed based on additional time and effort to audit additional major funds. Estimates of additional fees will be provide to the District prior to the start of the audit.

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 8

DATE: February 18, 2025

SUBJECT: Consider Approval of Continuation of Existing Contract with Insight Global, LLC for Interim Professional Services for Workday Enterprise Resource Planning Software and Implementation Support

FUNDING: Fiscal Year 2025 General Fund Budget - \$201,002
Fiscal Year 2026 General Fund Budget - \$80,000

RECOMMENDATION:

Management recommends approval of the continuation of an existing contract **in the amount of \$200,000** with Insight Global, LLC, for a total contract value not-to-exceed \$340,000. Insight Global, LLC is performing interim professional services for Workday enterprise resource planning software and implementation support.

DISCUSSION:

In March 2024, the Board of Directors approved a contract for Workday Enterprise Resource Planning (ERP) Software and Implementation Services.

In July 2024, the District entered into an additional contract with Insight Global, LLC to provide contract labor specifically focused on functional implementation of the Human Capital Management Workstreams within the ERP. This extension of human resources staff through contract labor has allowed for swift, accurate completion of functional human resource ERP implementation tasks such as process improvement, data validation, and testing that is beyond current staff capacity.

As of February 2025, the District has incurred approximately \$140,000 for over 1,500 hours of human resources contract labor provided by Insight Global, LLC related to the ERP implementation. This contract labor has contributed to success in what are normally complicated, complex tasks such as payroll implementation.

Management recommends approval to spend an additional \$200,000 with Insight Global, LLC for a total contract not to exceed \$340,000 to help staff ensure the ERP project continues to progress on schedule. The fee structure is as follows:

- \$75.00 per hour, up to 40 hours per week
- \$112.50 per hour, for any hours over 40 per week

The proposed contract continuation will provide professional services for approximately 12 months and may be terminated for any reason upon 14-days written notice.

Insight Global, LLC is not a certified diverse business. There are no subcontracting opportunities.

This item was reviewed by the Administration and Policy Committee on February 12, 2025.

Submitted By:

Mick Maguire
Chief Administrative Officer

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 9

DATE: February 18, 2025

SUBJECT: Consider Adoption of Resolution Honoring Linda Christie on Her Retirement from the District

FUNDING: N/A

RECOMMENDATION:

Management recommends adoption of a resolution honoring Linda Christie on her retirement from the District following 20 years of dedicated service.

Submitted By:

Dan Buhman
General Manager

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE
TARRANT REGIONAL WATER DISTRICT**

WHEREAS, Linda Christie provided 20 years of distinguished service to the Tarrant Regional Water District from January 2005 to February 2025;

WHEREAS, Ms. Christie made a significant impact on the District through her leadership and dedication to the organization and the communities it serves;

WHEREAS, during her career with the District, Ms. Christie held various management positions related to government affairs, community relations, and water conservation;

WHEREAS, Ms. Christie played a key role in the successful passage of federal legislation to secure permanent storage rights at Benbrook Lake;

WHEREAS, Ms. Christie effectively represented the District's interests during ten regular sessions of the Texas Legislature, as well as through various state and federal committees and organizations;

WHEREAS, in 2005, Ms. Christie was an initial advocate for the implementation of water conservation initiatives and programs in the District and the North Texas region;

WHEREAS, Ms. Christie led the development of an award-winning water conservation program, which is a vital strategy for extending the region's water supply.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Tarrant Regional Water District, in recognition of Linda Christie on her retirement from the District and as an expression of deep appreciation for her work and leadership, direct that this resolution be placed in the permanent minutes of the Tarrant Regional Water District and a copy be presented to Linda as an expression of the affection and respect of the District, its Board of Directors and employees.

ADOPTED THIS 18TH DAY OF FEBRUARY, 2025

Leah M. King
President, Board of Directors

Mary Kelleher
Secretary, Board of Directors

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 11

DATE: February 18, 2025

SUBJECT: Executive Session

FUNDING: N/A

RECOMMENDATION:

Section 551.071 of the Texas Government Code, for Private Consultation with its Attorney about Pending or Contemplated Litigation or on a Matter in which the Duty of the Attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Clearly Conflicts with this Chapter, related to the settlement of claims in the Cedar Creek Pipeline Rehab Project - RB Finch Family Partnership/Finch FP, Ltd. (40) Lawsuit; and

Section 551.072 of the Texas Government Code, to Deliberate the Purchase, Exchange, Lease or Value of Real Property related to the Cedar Creek Pipeline Rehab Project

DISCUSSION:

- Pending litigation
- Real property issues

Submitted By:

Stephen Tatum
General Counsel

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 12

DATE: February 18, 2025

SUBJECT: Consider Approval of Settlement of Claims in the Cedar Creek Pipeline Rehab Project - RB Finch Family Partnership/Finch FP, Ltd. (40) Lawsuit

DISCUSSION:

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

Next Scheduled Board Meeting

March 25, 2025 at 9:00 AM