

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 19<sup>th</sup> Day of August 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>. A RECORDING OF THE MEETING  
WILL ALSO BE AVAILABLE AT <HTTPS://WWW.TRWD.COM/BOARDVIDEOS>.**

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**1. Pledges of Allegiance**

**2. Public Comment**

**Citizens may present public comment at this time, limited to a total time of three (3) minutes per speaker, unless the speaker addresses the Board through a translator, in which case the limit is a total time of six (6) minutes. Each proposed speaker must have completed and submitted a speaker card prior to the commencement of the meeting, identifying any agenda item number(s) and topic(s) the speaker wishes to address with the Board. By law, the Board may not deliberate, debate, or take action on public comment but may place the item on a future agenda.**

**3. Consider Approval of the Minutes from the Meetings Held on July 9, 2025, and July 15, 2025**

**4. Consider Award of Contract with Municipal Valve and Equipment Company, Inc. for Purchase of Procurement Package 12 Isolation Valves and Pump Control Valves for Section 19 and Lake Palestine Pump Station of the Integrated Pipeline Project - Ed Weaver, IPL Program Manager**

**5. Consider Approval of Amendment to Contract with HDR Engineering, Inc. for Cathodic Protection Systems Design for TRWD Phase 4 and Joint Phase 5 of the Integrated Pipeline Project - Ed Weaver, IPL Program Manager**

6. **Consider Approval of Contract Amendment with Accurate Inspections, LLC for Construction Materials Inspection and Testing Services for Integrated Pipeline Projects - Ed Weaver, IPL Program Manager**
7. **Consider Approval of Contract Amendment with E TTL Engineers and Consultants, Inc. for Construction Materials Inspection and Testing Services and Geotechnical Investigation for Integrated Pipeline Projects - Ed Weaver, IPL Program Manager**
8. **Consider Approval of Contract Amendment with Kleinfelder, Inc. for Construction Materials Inspection and Testing Services for Lake Palestine High Voltage of the Integrated Pipeline Project - Ed Weaver, IPL Program Manager**
9. **Consider Approval of Change in Calculation of Retainage with Tegrity Contractors, Inc. for the Benbrook Lake Pump Station Cooling Improvements Project - Jason Gehrig, Infrastructure Engineering Director**
10. **Consider Approval of Contract Amendment 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**
11. **Consider Approval of Contract Amendment with Huitt-Zollars for Construction Administration and Support on the Construction of the Fort Worth Operations Compound - Mick Maguire, Chief Administrative Officer**
12. **Consider Approval of Contract with Baird, Hampton & Brown for the Overton (Clear Fork) Lighted Loop Design and Construction Services - Darrell Beason, Chief Operations Officer**
13. **Vote to Place a Proposal to Adopt a Tax Year 2025 Tax Rate of \$.0265/\$100 on the Agenda of the September 16, 2025, Board of Directors Meeting; and Establish a Date for a Public Hearing to be Held September 10, 2025, at 9:30 AM on the Proposed Tax Year 2025 Tax Rate of \$.0265/\$100 - Sandy Newby, Chief Financial Officer**
14. **Presentations**
  - **General Manager Update - Dan Buhman, General Manager**
  - **Water Resources - Rachel Ickert, Chief Engineering Officer**
15. **Executive Session under Texas Government Code:**

**Section 551.071 of the Texas Government Code, for Private Consultation with its Attorney about Pending or Contemplated Litigation or on a Matter in which the Duty of the Attorney to the Governmental Body under the Texas**

**Disciplinary Rules of Professional Conduct of the State Bar of Texas Clearly Conflicts with this Chapter; and**

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

- 16. Future Agenda Items**
- 17. Schedule Next Board Meeting**
- 18. Adjourn**



MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF  
TARRANT REGIONAL WATER DISTRICT  
HELD ON THE 9<sup>th</sup> DAY OF JULY 2025 AT 1:30 P.M.

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

Present  
Leah King  
Paxton Motheral  
C.B. Team  
Skylar O'Neal (joined the meeting at 1:47 p.m.)  
Johnathan Killebrew

Also present were Dan Buhman, Alan Thomas, Darrell Beason, Lisa Cabrera, Rachel Crawley, Ellie Garcia, Jason Gehrig, Zach Hatton, Zachary Huff, Mick Maguire, Boyd Miller, Sandy Newby, Rick Odom, Jennifer Owens, Kathleen Ray, Tony Shelly, and Stephen Tatum 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. The Board of Directors held a moment of silence to recognize the families and communities that suffered tragic losses as a result of the recent Hill Country flooding.

2.

Public comment was received from Eric Crile, who spoke regarding Tarrant Appraisal District. Public comment was received from Daniel Bennett, who spoke regarding public comments. Public comment was received from Sayeda Bilquees Syed, who spoke regarding agenda item 5.

3.

The Board of Directors discussed the proposed Fiscal Year 2026 Revenue Fund

Budget.

The Board of Directors recessed for a break from 2:27 p.m. to 2:28 p.m.

4.

The Board next held an Executive Session commencing at 2:28 p.m. under Section 551.071 of the Texas Government Code to Consult with Legal Counsel on a Matter in Which the Duty of Counsel Under the Texas Disciplinary Rules of Professional Conduct Clearly Conflicts with Chapter 551, Texas Government Code; and Section 551.074 of the Texas Government Code, Regarding Personnel Matters, Related to TRWD's Nominee for the Tarrant Appraisal District Board of Directors.

Upon completion of the executive session at 2:43 p.m., the President reopened the meeting.

5.

The Board of Directors took no action on selecting a nominee for the Tarrant Appraisal District Board of Directors.

6.

There were no future agenda items approved.

7.

The next board meetings were scheduled for August 12, 2025, and August 19, 2025.

8.

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

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President

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Secretary

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF  
TARRANT REGIONAL WATER DISTRICT  
HELD ON THE 15<sup>th</sup> DAY OF JULY 2025 AT 9:00 A.M.

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

Present  
Leah King  
Paxton Motheral  
C.B. Team  
Skylar O'Neal (joined the meeting virtually at 9:17)  
Johnathan Killebrew

Also present were Dan Buhman, Alan Thomas, Susan Alanis, Darrel Andrews, Kate Beck, Woody Frossard, Ellie Garcia, Jason Gehrig, Zach Hatton, Zachary Huff, Laramie LaRue, Chad Lorange, Sandy Newby, Mark Olson, Jennifer Owens, 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 Killebrew moved to approve the minutes from the meeting held on June 17, 2025. Director Motheral seconded the motion, and the votes were 4 in favor, 0 against. It was accordingly ordered that these minutes be placed in the permanent files of the District. Director O'Neal was not present for the vote.

4.

With the recommendation of management, Director Team moved to approve a change in calculation of the retainage being held for BAR Constructors, Inc. to 5 percent of the contract price. All remaining contract payments are to be made in full, the Board having found that satisfactory progress is being made. 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. In addition, the General Manager or his designee is granted authority to execute all documents associated with the contract. Funding for this item is included in the Bond Fund. Director Motheral seconded the motion, and the votes were 4 in favor, 0 against. Director O'Neal was not present for the vote.

5.

With the recommendation of management, Director Motheral moved to approve an order authorizing the issuance of Tarrant Regional Water District, a water control and improvement district, unlimited tax bonds; levying an ad valorem tax in support of the bonds; establishing the procedures of selling and delivering the bonds; and authorizing other matters related to the issuance of the bonds. Per the Bond Order, the Board delegates pricing authority to the General Manager, Deputy General Manager, and Chief Financial Officer, separately, subject to certain parameters being met. Director Team seconded the motion, and the votes were 4 in favor, 0 against. Director O'Neal was not present for the vote.

6.

With the recommendation of management, Director Motheral moved to reappoint and appoint Directors to the Trinity River Vision Authority Board of Directors as follows:



1) reappoint Dan Buhman, Bob Riley, and Carlos Flores for four-year terms expiring in July 2029; 2) appoint Paxton Motheral to fill James Hill's vacated seat that expires in April 2026; and 3) appoint Manny Ramirez for a four-year term expiring in July 2029. Director Team seconded the motion, and the votes were 4 in favor, 0 against. Director O'Neal was not present for the vote.

7.

With the recommendation of management, President King moved to approve a resolution honoring Darrel Andrews on his retirement from the District following 40 years of dedicated service. Director Motheral seconded the motion, and the votes were 4 in favor, 0 against. Director O'Neal was not present for the vote.

8.

#### Presentations

- TRWD Flood Control Mission presented by Zachary Huff, Water Resources Engineering Director
- Water Resources presented by Zachary Huff, Water Resources Engineering Director
- Draft Canal System Manual Update presented by Susan Alanis, Program Director, Panther Island

The Board of Directors recessed for a break from 9:51 a.m. to 9:54 a.m.

9.

The Board next held an Executive Session commencing at 9:54 a.m. under Section 551.071 of the Texas Government Code to Consult with Legal Counsel on a Matter in Which the Duty of Counsel Under the Texas Disciplinary Rules of Professional Conduct Clearly Conflicts with Chapter 551, Texas Government Code; and Section 551.072 of the

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

Upon completion of the executive session at 10:15 a.m., the President reopened the meeting.

10.

There were no future agenda items approved.

11.

The next board meetings were scheduled for August 12, 2025 and August 19, 2025.

12.

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

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President

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Secretary

## **TARRANT REGIONAL WATER DISTRICT**

### **AGENDA ITEM 4**

**DATE:** August 19, 2025

**SUBJECT:** Consider Award of Contract with Municipal Valve and Equipment Company, Inc. for Purchase of Procurement Package 12 Isolation Valves and Pump Control Valves for Section 19 and Lake Palestine Pump Station of the Integrated Pipeline Project

**FUNDING:** Dallas Bond Fund

#### **RECOMMENDATION:**

Management recommends approval of a contract **in an amount not-to-exceed \$10,974,071** with Municipal Valve and Equipment Company, Inc. to purchase three 84-inch Armacon pipeline isolation valves and five sets of 36-inch and 20-inch Armacon pump control valves for Integrated Pipeline Section 19 (PL19) and Lake Palestine Pump Station (LP1) of the Integrated Pipeline Project.

#### **DISCUSSION:**

In October 2019, Dallas requested that the District proceed with the design and construction of Phase 3 of the Integrated Pipeline Project with an operational date by the end of 2027. Phase 3 spans roughly 47 miles from Lake Palestine to a connection point near Cedar Creek Reservoir. This proposed Municipal Valve and Equipment Company, Inc. (MVE) contract is for the supply of three 84-inch mainline valves and for five sets of 36-inch and 20-inch pump control valves for Pipeline Section 19 and the Lake Palestine Pump Station (LP1) of the Integrated Pipeline Project.

The IPL mainline and pump station discharge isolation valves allow for different pipeline sections or facilities to be taken out of service for interior inspections, maintenance and/or repairs.

The IPL pump control valves have dual purposes: pump normal startup and shutdown and power failure transient control. Pump control valves are critical to the safe and effective operation of a water transmission system. A large diameter column of water contains a tremendous amount of mass that can cause dangerous and damaging pressure spikes. Pump control valves are constructed to handle the large forces associated with starting and stopping the flow of large quantities of water. During startup or shutdown operations of a pump station, the pump control valves slowly open or close in accordance with a preset timing sequence. This slow and controlled operation ensures that flow changes can be established while avoiding catastrophic pressure spikes that would otherwise occur.

Proposals were received from three offerors on June 20, 2025. The IPL Project Selection Team, consisting of four District members and one Dallas member, evaluated and scored the proposals. The selection team concluded that the proposal submitted by Municipal Valve and Equipment for three Armacon 84 inch isolation valves and 5 sets of Armacon 36 inch and Armacon 20 inch pump control valves offers the best value in terms of cost, quality and experience to both the City of Dallas and the District.

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

The Recommendation by Staff, Offeror Selection Worksheet, and Fair Opportunity in Purchasing and Contracting Summary are attached.

The Construction and Operations Committee reviewed this item on August 14, 2025.

**Submitted By:**

Ed Weaver  
IPL Program Manager



# Memo

**TO:** Ed Weaver

**FROM:** Shelly Hattan

**COPY:** Coy Veach

**DATE:** July 30, 2025

**SUBJECT:** Recommendation for Award of Contract to Municipal Valve and Equipment Company, Inc. for Purchase of Procurement Package 12 – 84-inch Isolation Valves and 36-inch and 20-inch Pump Control Valves for Section 19 and Lake Palestine Pump Station (LP1) of the Integrated Pipeline Project

On June 20, 2025, three proposals were received for the referenced Owner Furnished Equipment. The IPL Project Selection Team evaluated and scored the proposals.

Proposals were received from three offerors on June 20, 2025. The IPL Project Selection Team, consisting of four District members and one Dallas member, evaluated and scored the proposals. The selection team concluded that the proposal submitted by Municipal Valve and Equipment Company, Inc. offers the best value to both the City of Dallas and the District.

The Offeror Selection Worksheet and a letter of recommendation from Jacobs Engineering are attached.

It is recommended that a Contract be awarded to Municipal Valve and Equipment Company, Inc. in the amount of \$10,974,071.00 for the purchase of three 84-inch isolation valves and five sets of 36-inch and 20-inch pump control valves for Section 19 and Lake Palestine Pump Station (LP1) of the Integrated Pipeline Project.

IPL Project

Project Name - OFE12 84" Valves and 36"/20" Pump Control Valves

Offeror Selection Worksheet

Tabulation of Scoring

Owner's Construction Budget	\$9,500,000.00
Contract Substantial Completion Date	6/30/2027
Contract Final Completion Date	6/30/2027
Lowest Adjusted Contract Price	\$8,648,321.00

Item	Criteria	Points	Option A	Option B	Option C	Option D	Option E
Proposed Contract Price and Contract Time							
A	Adjusted Contract Price	50	\$10,974,071.00	\$8,648,321.00	\$8,881,868.50	\$11,335,237.67	\$11,568,785.17
	Adjusted Point Value		39.4	50.0	48.7	38.1	37.4
B	Experience in Offeror in providing similar Goods	20	19.0	12.1	13.5	18.9	19.2
C	Experience in Offeror in providing similar Special Services	20	19.0	12.1	13.5	18.9	18.6
D	FOPC Participation	10	-	-	-	-	-
<b>Total Points</b>			<b>77.4</b>	<b>74.3</b>	<b>75.6</b>	<b>75.9</b>	<b>75.2</b>

Notes

1	Option A - One Contract - MVE-Cascade providing both the 84-inch isolation valves and the 36-inch/20-inch pump control valves all as manufactured by Armacon (Packages B and C) - Cost Proposal - Valves (B&C): \$9,618,750 ; Owner Allowances: \$275,000 ; Tariffs: \$1,080,321
2	Option B - Two Contracts - Contract #1: J&S Valve providing the 84-inch isolation valves (Package A) and Contract #2: MVE-Cascade providing the 36-inch/20-inch pump control valves as manufactured by Armacon (Package C) - Cost Proposal - Valves (A): \$2,607,000 ; Valves (C): \$5,212,500 ; Owner Allowances: \$275,000 ; Tariffs: \$553,821
3	Option C - Two Contracts - Contract #1: J&S Valve providing the 84-inch isolation valves (Package A) and Contract #2: MVE providing the 36-inch/20-inch pump control valves as manufactured by GA Valves (Package C) - Cost Proposal - Valves (A): \$2,607,000 ; Valves (C): \$5,999,869 ; Owner Allowances: \$275,000 ; Tariffs: \$0
4	Option D - Two Contracts - Contract #1: MVE providing the 84-inch isolation valves as manufactured by Kennedy (Package A) and Contract #2: MVE-Cascade providing the 36-inch/20-inch pump control valves as manufactured by Armacon (Package C) - Cost Proposal - Valves (A): \$5,284,917 ; Valves (C): \$5,212,500 ; Owner Allowances: \$275,000 ; Tariffs: \$562,821
5	Option E - One Contract - MVE providing both the 84-inch isolation valves as manufactured by Kennedy Valve (Package A) and the 36-inch/20-inch pump control valves as manufactured by GA Valve (Package C) - Valves (A&C): \$11,284,785 ; Owner Allowances: \$275,000 ; Tariffs: \$9,000
6	All Offerors commit to deliver by the Required Delivery Date - so no added value to evaluation score for early completion
7	FOPC determines all offerors receive zero points - due to lack of identified sub participation and/or lack of defined scope for sub participation

Note - MVE is Municipal Valve and Equipment

Package A is for supply of 84-inch Gate Valves

Package B is for supply of 84-inch Triple Offset Metal Seated Ball Valves

Package C is for supply of 36-inch and 20-Inch Pump Control Valves

## Offers Selection Summary Table

### Owner Furnished Equipment Package 12

### 84 Inch Mainline Valves and 36 inch and 20 inch Pump Control Valves

Option	Country	Package A (84" Isolation Valves)	Brand	Package B (Pump Control Valves)	Brand	Owner Allowance	Tariff	Package Discount	Total Proposal
A	Germany	\$ 4,912,500.00	ARMACON	\$ 5,212,500.00	ARMACON	\$ 275,000.00	\$ 1,080,321.00	(\$506,250.00)	\$10,974,071.00
B	US-Germany	\$ 2,607,000.00	J&S	\$ 5,212,500.00	ARMACON	\$ 275,000.00	\$ 553,821.00		\$ 8,648,321.00
C	US	\$ 2,607,000.00	J&S	\$ 5,999,868.50	GA	\$ 275,000.00	\$ -		\$ 8,881,868.50
D	US-Germany	\$ 5,284,917.00	Kennedy	\$ 5,212,500.00	ARMACON	\$ 275,000.00	\$ 562,821.00		\$11,335,238.00
E	US	\$ 5,284,916.00	Kennedy	\$ 5,999,868.50	GA	\$ 275,000.00	\$ 9,000.00		\$11,568,784.50

## Fair Opportunity Purchasing

**Project:** Procurement Package 12 – 84-inch Isolation Valves and 36-inch and 20-inch Pump Control Valves for the Integrated Pipeline Project

Consider approval of a Contract with Municipal Valve and Equipment Company, Inc., a local company with offices in Addison, Texas, for the purchase of three 84-inch isolation valves and five sets of 36-inch and 20-inch pump control valves for Section 19 and Lake Palestine Pump Station (LP1) of the Integrated Pipeline Project.

**Project Category:** Owner Furnished Equipment

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### LOCAL / NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Local Contracts	\$9,618,750.00	87.6%
Non-Local Contracts	\$ 0.00	0.0%
Excluded Value (Owner's Allowance and Tariffs)	\$1,355,321.00	12.4%
<b>Total This Agenda</b>	<b>\$10,974,071.00</b>	

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### LOCAL/NON-LOCAL MWBE/HUB PARTICIPATION THIS ACTION

0% - \$0

<u>Local</u>	<u>Certification</u>	<u>Percentage</u>
None - Note		

Note – Transportation for this Owner Furnished Equipment has not been contracted at this time. Municipal Valve and Equipment Company, Inc. agrees to abide by the IPL Project Fair Opportunity Purchasing/Contracting Policy and will endeavor to utilize MWBE/HUM where possible. However, pump, motor and drive suppliers have limited ability to include MWBE/HUB firms, except during transportation to the construction site, as recognized in the IPL Project Fair Opportunity Purchasing/Contracting Policy





## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 5

**DATE:** August 19, 2025

**SUBJECT:** Consider Approval of Amendment to Contract with HDR Engineering, Inc. for Cathodic Protection Systems Design for TRWD Phase 4 and Joint Phase 5 of the Integrated Pipeline Project

**FUNDING:** Joint and TRWD Bond Funds

#### **RECOMMENDATION:**

Management recommends approval of a contract amendment **in an amount not-to-exceed \$204,147** with HDR Engineering, Inc. for cathodic protection systems design for Integrated Pipeline Section 16 and the Richland-Chambers Lake Pump Station of the Integrated Pipeline Program. The current contract amount is \$22,708,931.33 and the revised not-to-exceed contract amount, including this amendment will be \$22,913,078.33.

#### **DISCUSSION:**

HDR Engineering, Inc. was originally selected and contracted in 2011 to provide pipeline engineering design and construction services for Section 19-2 and program wide cathodic protection system design and coordination services. Cathodic protection (CP) is a corrosion prevention technique used to protect metal structures buried in soil or submerged in water.

Current TRWD demand projections indicate a need for IPL pipeline section 16 and the Richland-Chambers Lake Pump Station be online and operational in 2032. This proposed HDR contract amendment covers Section 16 cathodic protection system design and coordination for each of the following projects designed and constructed by others. Section 16 is being designed by Freese and Nichols and CH2MHill Jacobs is designing the IPL Richland-Chambers lake pump station. This request includes cathodic protection design and coordination scope and fee for the following IPL Richland-Chambers lake pump station, pipeline and system interconnect tasks:

1. Project Management and Coordination
2. Cathodic Protection Design Coordination with Freese and Nichols, CH2MHill Jacobs and CDM Smith
3. Field Testing Services
4. Final Design
5. Bid Phase Services

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

herein.

This scope of work includes a Special Services Contingency for release only at the Program Manager's approval.

The Recommendation by Staff and the Fee Summary are attached.

This item was reviewed by the Construction and Operations Committee on August 14, 2025.

**Submitted By:**

Ed Weaver  
IPL Program Manager



# Memo

**TO:** Ed Weaver

**FROM:** Shelly Hattan

**COPY:** Coy Veach

**DATE:** July 30, 2025

**SUBJECT:** Recommendation for Approval of Amendment to Contract With HDR Engineering, Inc. for Program-wide cathodic protection design in Support of Phase 4 and 5 of the Integrated Pipeline Project

HDR Engineering, Inc. provides pipeline engineering design services including program wide cathodic protection system design for the IPL Program. This contract amendment is for design services of cathodic protection systems for Phase 4 and 5 projects including JRC1, PL16, S5x16, JB2, and JB3. This request includes scope and fee to perform design, field services, and bid phase for JRC1, PL16, and S5x16 as well as design services for JB2 and JB3 expansion. Negotiations on proposed scope and fees produced an agreement on recommended scope, fees and contract terms and conditions.

This request includes scope and fee for the following tasks:

1. Project Management and Coordination – JRC1, PL16, S5x16,
2. Field Services – JRC1, PL16, S5x16,
3. Final Design – JRC1, PL16, S5x16,
4. Bid Phase Services – JRC1, PL16, S5x16,
5. Project Management and Coordination – JB2, JB3,
6. Final Design – JB2, JB3

There are no requirements for consultants to meet DBE/HUB participation goals under the Fair Opportunities in Purchasing and Contracting Program for this Contract. HDR Engineering, Inc. will self perform all work associated with this contract amendment.

District staff recommends award of this contract to HDR Engineering, Inc. for Cathodic Protection System Design in the amount of \$204,147.00. The Fee Summary is attached

for reference.

<b>Fee Summary – Integrated Pipeline Project</b>	
<b>Basic Services</b>	<b>Fee</b>
Task 1 - Project Management and Coordination – JRC1, PL16, S5x16	\$ 20,426
Task 2 - Field Services – JRC1, PL16, S5x16	\$ 74,942
Task 3 - Final Design – JRC1, PL16, S5x16	\$ 47,384
Task 4 - Bid Phase Services – JRC1, PL16, S5x16	\$ 4,420
Task 5 - Project Management and Coordination – JB2, JB3	\$ 20,426
Task 6 - Final Design – JB2, JB3	\$26,828
<b>Total Budget for Basic Services</b>	<b>\$ 194,426</b>
<b>Special Services</b>	
Special Services	\$ 9,721
<b>Total Budget for Amendment</b>	<b>\$ 204,147</b>

**This scope of work includes a Special Services Contingency to be released only with the IPL Program Manager's approval.**

## Fair Opportunity Purchasing

**Project:** Cathodic Protection Design for IPL Phase 4 and 5 Projects

Consider approval of a Contract Amendment with HDR Engineering, Inc. for cathodic protection system design for projects within Phase 4 and 5 (JRC1, PL16, S5x16, JB2, and JB3) of the Integrated Pipeline Project.

**Contract Amount:** \$204,147

**Project Category:** Engineering, Bid and Construction Services

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### **LOCAL/NON-LOCAL CONTRACT SUMMARY**

	<b><u>Amount</u></b>	<b><u>Percent</u></b>
Local Contracts	\$204,147	100%
Non-Local Contracts	\$0	0%
Optional Supplemental Services	\$0	0%
<b>Total This Agenda</b>	<b>\$204,147</b>	

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### **LOCAL/NON-LOCAL MWBE/HUB PARTICIPATION THIS ACTION**

<b><u>Local</u></b>	<b><u>Certification</u></b>	<b><u>Percentage</u></b>
None		

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## **TARRANT REGIONAL WATER DISTRICT**

### **AGENDA ITEM 6**

**DATE:** August 19, 2025

**SUBJECT:** Consider Approval of Contract Amendment with Accurate Inspections, LLC for Construction Materials Inspection and Testing Services for Integrated Pipeline Projects

**FUNDING:** Dallas Bond Fund

#### **RECOMMENDATION:**

Management recommends approval of a contract amendment **in the amount of \$2,233,177** with Accurate Inspections, LLC (Accurate) for Construction Materials Inspection and Testing (CMIT) Services for Section 19 pipeline projects and the Palestine Pump Station Package 2 IPL Project. The current contract amount is \$1,075,248, and the revised contract amount, including this amendment, will be \$3,308,425.

#### **DISCUSSION:**

On March 22, 2022, the District executed a contract with Accurate in a not-to-exceed amount of \$717,000 to provide IPL CMIT pipe manufacturing and coatings quality assurance services for various projects of the Integrated Pipeline Project. A contract amendment was issued on June 16, 2024, in the amount of \$358,248 for continuing CMIT Pipe Manufacturing and Coatings Quality Assurance for the Dallas Section 19-2 Part A project.

On August 1, 2025 Accurate was selected to continue CMIT Services based on the statement of qualifications received on July 29, 2025. This statement of qualifications and Accurate's past experience demonstrate Accurate's ability to provide the required services. Accurate's scope of work to continue CMIT services include Pipe Manufacturing and Coatings/Linings Quality Assurance Inspection and Non-Destructive Testing (NDT) of Castings for the following IPL projects: Section 19 Micro Tunnel (PL19MT), open cut pipe section 19-1 Part D (PL191D), Lake Palestine Pump Station Package 2 (LP1 Pk 2), open cut pipe section 19-1 Part A (PL191A), and Owner Furnished Equipment (OFE). This is the second amendment to the contract. The total contract value, including this proposed amendment, will be \$3,308,425 as shown in the following table:

## **IPL CMIT Pipe Manufacturing, Coatings Quality Assurance and NDT of Castings**

<b>Date</b>	<b>Services</b>	<b>Amount</b>
03/22/22	Section 19 Long Tunnel Crossings	\$ 717,000.00
06/16/24	Section 19-2 Part A	\$ 358,248.00
08/06/25	Section 19 Microtunneling (PL19MT)	\$ 166,950.00
08/06/25	Section 19-1 Part D (PL191D)	\$ 236,755.00
08/06/25	Lake Palestine Pump Station (LP1 Pk2)	\$ 855,380.00
08/06/25	Section 19-1 Part A (PL191A)	\$ 337,650.00
08/06/25	Owner Furnished Equipment (OFE)	\$ 550,550.00
08/06/25	Optional Services	<u>\$ 85,892.00</u>
<b>Total</b>		<b><u>\$3,308,425.00</u></b>

Accurate Inspections, LLC qualifies as a DBE/HUB firm under the Fair Opportunities in Purchasing and Contracting Program.

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

The Recommendation by Staff, Fee Summary, and Fair Opportunity in Purchasing and Contracting Summary are attached.

This item was reviewed by the Construction and Operations Committee on August 14, 2025.

### **Submitted By:**

Ed Weaver  
IPL Program Manager





# Memo

**TO:** Ed Weaver

**FROM:** Shelly Hattan

**COPY:** Coy Veach

**DATE:** August 5, 2025

**SUBJECT:** Recommendation for Approval of a Contract Amendment with Accurate Inspections, LLC for Construction Materials Inspection and Testing Services for Integrated Pipeline (IPL) Projects

On March 22, 2022, the District executed a contract with Accurate to provide IPL CMIT pipe manufacturing and coatings quality assurance services for various projects of the Integrated Pipeline Project in a not-to-exceed amount of \$717,000.00. A contract amendment was issued on June 16, 2024, in the amount of \$358,248.00 for continuing CMIT Pipe Manufacturing and Coatings Quality Assurance for the Dallas Section 19-2 Part A project.

On August 1, 2025 Accurate was selected to continue CMIT Services based on the statement of qualifications received on July 29, 2025. This statement of qualifications and Accurate's past experience demonstrate Accurate's ability to provide the required services. Accurate's scope of work to continue CMIT services include Pipe Manufacturing and Coatings/Linings Quality Assurance Inspection and Non-Destructive Testing (NDT) of Castings for following IPL projects: PL19MT, PL191D, LP1 Pk2, PL191A, and OFE. This is the second amendment to the contract. The total contract value, including this proposed amendment, will be \$3,308,425.00.

**Fee Summary****Accurate Inspections, LLC****Construction Materials Inspection and Testing (CMIT) Services for IPL Projects**

<b>Task No.</b>	<b>Description</b>	<b>Estimated Fee</b>
<b>Basic Services</b>		
1.00	Section 19 Microtunneling (PL19MT)	\$ 166,950
2.00	Section 19-1 Part D (PL191D)	\$ 236,755
3.00	Lake Palestine Pump Station (LP1 Pk2)	\$ 855,380
4.00	Section 19-1 Part A (PL191A)	\$ 337,650
5.00	Owner Furnished Equipment (OFE)	\$ 550,550
<b>Subtotal Basic Services</b>		<b>\$ 2,147,285</b>
<b>Optional Supplemental Services</b>		
	Optional Supplemental Services	\$ 85,892
<b>Subtotal Optional Supplemental Services</b>		<b>\$ 85,892</b>
<b>Total Budget for All Services</b>		<b>\$ 2,233,177</b>

## Fair Opportunity Purchasing

**Project:** PL19MT, PL191D, LP1 Pk2, PL191A, and OFE of the Integrated Pipeline Project

Consider approval of a Contract Amendment with Accurate Inspections, LLC for Construction Materials Inspection and Testing Services for Integrated Pipeline (IPL) Projects.

**Contract Amendment Amount:** \$3,308,425.00

**Project Category:** Construction Services

---

### LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Local Contracts	\$2,147,285	100%
Non-Local Contracts	\$0	0%
Optional Supplemental Services	\$85,892.00	0%
<b>Total This Agenda</b>	<b>\$2,233,177</b>	<b>100%</b>

---

### LOCAL/NON-LOCAL MWBE/HUB PARTICIPATION THIS ACTION

<u>Local</u>	<u>Certification</u>	<u>Percentage</u>
Accurate Inspections, LLC	WBE	100.00%

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## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 7

**DATE:** August 19, 2025

**SUBJECT:** Consider Approval of Contract Amendment with E TTL Engineers and Consultants, Inc. for Construction Materials Inspection and Testing Services and Geotechnical Investigation for Integrated Pipeline Projects

**FUNDING:** Dallas Bond Fund

#### RECOMMENDATION:

Management recommends approval of a contract amendment **in the amount of \$802,757.75** with E TTL Engineers and Consultants, Inc. (E TTL) for Construction Materials Inspection and Testing (CMIT) for Section 19-1 Part A (PL191A) and completion of Section 19 Long Tunnel Crossings (PL19TUN), and Geotechnical Investigation Services for Section 19-1 Part D (PL191D) of the Integrated Pipeline Project. The current contract amount is \$800,000 and the revised contract amount, including this amendment will be \$1,602,757.75.

#### DISCUSSION:

On March 22, 2022, the District executed a contract with E TTL to provide IPL CMIT Services for the IPL Section 19 Long Tunnel Crossings of the Integrated Pipeline Project in an amount of \$800,000.

On August 1, 2025, E TTL was again designated to continue CMIT Services based on the statement of qualifications received on July 29, 2025. This statement of qualifications and E TTL's past experience demonstrate E TTL's ability to provide the required services. E TTL's continued CMIT scope of services includes soil and concrete testing for IPL Section 19-1 Part A (PL191A) and completion of Section 19 Long Tunnel Crossings (PL19TUN), and geotechnical investigation for Section 19-1 Part D (PL191D). This is the first amendment to E TTL's contract. The total contract amendment value, including this proposed amendment, will be \$1,602,757.75 as shown in the following table:

#### IPL CMIT - Soil and Concrete

Date	Services	Amount
03/22/22	Section 19 Long Tunnel Crossings – CMIT	\$ 800,000.00
08/06/25	Completion of PL19TUN – CMIT	\$ 150,311.48
08/06/25	Section 191A – CMIT	\$ 552,446.27
08/06/25	Section 191D – Geotechnical Investigation	\$ 80,124.00
08/06/25	Optional Supplemental Services	<u>\$ 19,876.00</u>
<b>Total</b>		<b>\$ 1,602,757.75</b>

ETTL Engineers and Consultants, Inc. qualifies as a DBE/WBE/HUB firm under the Fair Opportunities in Purchasing and Contracting Program.

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

The Recommendation by Staff, Fee Summary, and Fair Opportunity in Purchasing and Contracting Summary are attached.

This item was reviewed by the Construction and Operations Committee on August 14, 2025.

**Submitted By:**

Ed Weaver  
IPL Program Manager



# Memo

**TO:** Ed Weaver

**FROM:** Shelly Hattan

**COPY:** Coy Veach

**DATE:** August 5, 2025

**SUBJECT:** Recommendation for Approval of a Contract Amendment with ETTL Engineers and Consultants, Inc for Construction Materials Inspection and Testing Services and Geotechnical Investigation of Integrated Pipeline (IPL) Projects

On March 22, 2022, the District executed a contract with ETTL to provide IPL CMIT Services for the IPL Section 19 Long Tunnel Crossings of the Integrated Pipeline Project in an amount of \$800,000.

On August 1, 2025, ETTL was selected to continue CMIT Services based on the statement of qualifications received on July 29, 2025. This statement of qualifications and ETTL's past experience demonstrate ETTL's ability to provide the required services. ETTL's scope of work to continue CMIT services includes soil and concrete testing and for Section PL191A and completion of PL19TUN as well as geotechnical investigation for PL191D.

Negotiations were conducted and an agreement was reached on scope, fees and contract terms and conditions. District staff recommends award of this contract to ETTL for Construction Materials, Inspection and Testing Services for the PL19TUN and PL191A projects as well as geotechnical investigation for PL191D in the amount of \$802,757.75.

This is the first amendment to the contract. The total contract amendment value, including this proposed amendment, will be \$1,602,757.75.

The Fee Summary is attached for reference.

**Fee Summary****ETTL Engineers and Consultants, Inc****Construction Materials Inspection and Testing (CMIT) Services for IPL Section****PL191A of the Integrated Pipeline Project**

<b>Task No.</b>	<b>Description</b>	<b>Estimated Fee</b>
<b>Basic Services</b>		
1.00	Section PL191A – Soil and Concrete CMIT	\$ 552,446.27
2.00	Completion of PL19TUN – Soil and Concrete CMIT	\$ 150,311.48
3.00	Section PL191D – Geotechnical Investigation	\$ 80,124.00
Subtotal Basic Services		<b>\$ 782,881.75</b>
<b>Special Services</b>		
	Optional Special Services	\$ 19,876.00
<b>Total</b>		<b>\$ 802,757.75</b>



## Fair Opportunity Purchasing

**Project:** IPL Section PL191A and Section 19 Long Tunnel Crossings of the Integrated Pipeline Project

Consider approval of a Contract Amendment with ETTL Engineers and Consultants, Inc for Construction Materials Inspection and Testing Services for Section PL191A and PL19TUN and Geotechnical Investigation for Section PL191D of the Integrated Pipeline Project

**Contract Amendment Amount:** \$802,757.75

**Project Category:** Construction Services

---

### **LOCAL/NON-LOCAL CONTRACT SUMMARY**

	<b><u>Amount</u></b>	<b><u>Percent</u></b>
Local Contracts	\$782,881.75	97.5%
Non-Local Contracts	\$0	0%
Optional Supplemental Services	\$19,876.00	2.5%
<b>Total This Agenda</b>	<b>\$802,757.75</b>	<b>100%</b>

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### **LOCAL/NON-LOCAL MWBE/HUB PARTICIPATION THIS ACTION**

<b><u>Local</u></b>	<b><u>Certification</u></b>	<b><u>Percentage</u></b>
ETTL Engineers and Consultants, Inc	DBE/WBE/HUB	100.00%

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## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 8

**DATE:** August 19, 2025

**SUBJECT:** Consider Approval of Contract Amendment with Kleinfelder, Inc. for Construction Materials Inspection and Testing Services for Lake Palestine High Voltage of the Integrated Pipeline Project

**FUNDING:** Dallas Bond Fund

#### RECOMMENDATION:

Management recommends approval of a contract amendment **in an amount not-to-exceed of \$67,360** with Kleinfelder, Inc. (Kleinfelder) for Construction Materials Inspection and Testing (CMIT) Services for Lake Palestine Pump Station High Voltage Sub-Station (LP1HV) of the Integrated Pipeline Project. The current contract amount is \$947,790 and the revised not-to-exceed contract amount, including this amendment will be \$1,015,150.

#### DISCUSSION:

On June 18, 2024, the District executed a contract with Kleinfelder to provide IPL CMIT Services for the IPL Sections 19-2 Part A (PL192A) of the Integrated Pipeline Project in a not-to-exceed amount of \$947,790.

On August 1, 2025, Kleinfelder was selected to continue CMIT Services based on the statement of qualifications received on July 29, 2025. This statement of qualifications and Kleinfelder's previous experience demonstrate their ability to provide the required services. Kleinfelder's scope of work to continue CMIT services includes soil and concrete testing for Lake Palestine High Voltage Sub Station Project. This is the first amendment to their contract. The total contract value, including this proposed amendment, will be \$1,015,150.00 as shown in the table below.

#### IPL CMIT - Soil and Concrete

Date	Services	Amount
06/18/24	PL192A - CMIT	\$ 947,790.00
08/05/25	LP1HV – CMIT	<u>\$ 67,360.00</u>
<b>Total</b>		<b>\$ 1,015,150.00</b>

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

The Recommendation by Staff, Fee Summary, and Fair Opportunity in Purchasing and Contracting Summary are attached.

This item was reviewed by the Construction and Operations Committee on August 14, 2025.

**Submitted By:**

Ed Weaver  
IPL Program Manager



# Memo

**TO:** Ed Weaver

**FROM:** Shelly Hattan

**COPY:** Coy Veach

**DATE:** August 5, 2025

**SUBJECT:** Recommendation for Approval of a Contract Amendment with E TTL Engineers and Consultants, Inc for Construction Materials Inspection and Testing Services for Lake Palestine High Voltage (LP1HV) of the Integrated Pipeline Project

On June 18, 2024, the District executed a contract with Kleinfelder to provide IPL CMIT Services for the IPL Sections 19-2 Part A (PL192A) of the Integrated Pipeline Project in a not-to-exceed amount of \$947,790.00.

On August 1, 2025, Kleinfelder was selected to continue CMIT Services based on the statement of qualifications received on July 29, 2025. This statement of qualifications and Kleinfelder's previous experience demonstrate Kleinfelder's ability to provide the required services. Kleinfelder's scope of work to continue CMIT services includes soil and concrete testing for Lake Palestine High Voltage (LP1HV). This is the first amendment to the contract. The total contract amendment value, including this proposed amendment, will be \$1,015,150.00.

**Fee Summary****Kleinfelder, Inc.****Construction Materials Inspection and Testing (CMIT) Services for Lake  
Palestine High Voltage (LP1HV) of the Integrated Pipeline Project**

<b>Task No.</b>	<b>Description</b>	<b>Estimated Fee</b>
<b>Basic Services</b>		
1.00	Lake Palestine High Voltage (LP1HV) – Soil and Concrete CMIT	\$ 67,360.00
<b>Total Basic Services</b>		<b>\$ 67,360.00</b>

## Fair Opportunity Purchasing

**Project:** Lake Palestine High Voltage (LP1HV) of the Integrated Pipeline Project

Consider approval of a Contract Amendment with Kleinfelder, Inc. for Construction Materials Inspection and Testing Services for Lake Palestine High Voltage (LP1HV) of the Integrated Pipeline Project

**Contract Amendment Amount:** \$ 67,360.00

Kleinfelder , Inc., a national geotechnical engineering company with offices in Irving, has signed the IPL Project Fair Opportunity Purchasing documentation.

**Project Category:** Construction Services

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### **LOCAL/NON-LOCAL CONTRACT SUMMARY**

	<b><u>Amount</u></b>	<b><u>Percent</u></b>
Local Contracts	\$ 67,360.00	100%
Non-Local Contracts	\$0	0%
Optional Supplemental Services	\$0	0%
<b>Total This Agenda</b>	<b>\$ 67,360.00</b>	<b>100%</b>

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### **LOCAL/NON-LOCAL MWBE/HUB PARTICIPATION THIS ACTION**

<b><u>Local</u></b>	<b><u>Certification</u></b>	<b><u>Percentage</u></b>
None	N/A	N/A

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## **TARRANT REGIONAL WATER DISTRICT**

### **AGENDA ITEM 9**

**DATE:** August 19, 2025

**SUBJECT:** Consider Approval of Change in Calculation of Retainage with Tegrity Contractors, Inc. for the Benbrook Lake Pump Station Cooling Improvements Project

**FUNDING:** Bond Fund

#### **RECOMMENDATION:**

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

#### **DISCUSSION:**

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

Tegrity Contractors, Inc. has reached the 50 percent complete stage of the contract. The total current contract price is \$997,777 with retainage to be held at 5 percent of the contract price in the amount of \$49,888.85.

Tegrity Contractors, Inc.'s performance has been satisfactory to date and has provided written consent of its Surety to the reduction in retainage. Management requests approval to cease retainage on future payments and hold retainage equal to 5 percent of the contract price.

The Consent of Surety to Reduction in Retainage is attached.

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

This item was reviewed by the Construction and Operations Committee on August 14, 2025.

#### **Submitted By:**

Jason Gehrig, P.E.  
Infrastructure Engineering Director

# CONSENT OF SURETY TO REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE

AIA Document G707A

(Instructions on reverse side)

Bond No. 602-207854-2

OWNER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
SURETY	<input checked="" type="checkbox"/>
OTHER	<input type="checkbox"/>

TO OWNER:

(Name and address)

Tarrant Regional Water District  
800 East North Side Drive  
Fort Worth, TX 76102-1097

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Electrical Room Improvements

PROJECT:

(Name and address)

BB1 Electrical Room Improvements  
CSP 24-170-1

CONTRACT DATED: January 21, 2025

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

United States Fire Insurance Company  
305 Madison Avenue  
Morristown, NJ 07960

, SURETY,

on bond of

(Insert name and address of Contractor)

Tegrity Contractors, Inc.  
202 N. Allen Dr., Suite E  
Allen, TX 75013

, CONTRACTOR,

hereby approves the reduction in or partial release of retainage to the Contractor as follows:

**Reduce Retainage from 10% to 5%**

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety of any of its obligations to

(Insert name and address of Owner)

Tarrant Regional Water District  
800 East North Side Drive  
Fort Worth, TX 76102-1097

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: July 10, 2025

(Insert in writing the month followed by the numeric date and year.)

United States Fire Insurance Company

(Surety)

(Signature of authorized representative)

Yamillec Ramos, Attorney-in-Fact

(Printed name and title)

Attest:

(Seal): Debra Robinson, Witness



**CAUTION: You should sign an original AIA document that has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.**



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G707A—1994

**POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

02485

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Brent Baldwin, Brock Baldwin, William D. Baldwin, Michael B. Hill, Brady K. Cox, Russ Frenzel,  
John A. Aboumrar, Yamillec Ramos, Cynthia Alford, Neira Hernandez, Kristi Dale

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 13th day of January, 2025.

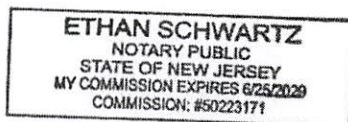
**UNITED STATES FIRE INSURANCE COMPANY**



Matthew E. Rubin, President

State of New Jersey }  
County of Morris }

On this 13th day of January, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Ethan Schwartz (Notary Public)

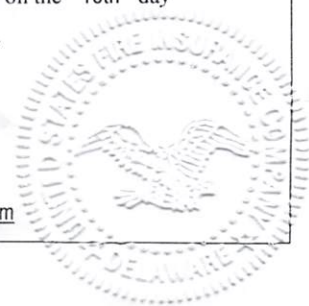
I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 10th day of July 20 25

**UNITED STATES FIRE INSURANCE COMPANY**



Michael C. Fay, Senior Vice President







## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 10

**DATE:** August 19, 2025

**SUBJECT:** Consider Approval of Contract Amendment 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 amendment **in an amount not-to-exceed \$1,320,000** with Kimley-Horn and Associates, Inc. for additional professional design services for Canal B Phase II, Canal C Phase II, and Canal D on Panther Island.

#### **DISCUSSION:**

The Panther Island Canal System will allow development opportunities for a mix of private and public buildings and open spaces to provide an authentic experience for residents and visitors. The canals will link open spaces and the riverfront and fulfill infrastructure requirements throughout Panther Island. They will serve as linear pedestrian spines, function as stormwater detention and floodwater protection systems, and provide a distinctive waterfront experience to enhance connectivity and access. In February 2025, the District awarded an engineering design service contract for the design of the canal structure through various lengths of Canals B, C and D. The paseo area was planned to be unfinished with temporary grass slopes and unpaved trails.

This contract amendment with Kimley-Horn and Associates will advance some sections of the canal system design and the paseo will be more developed in function and appearance. This amendment reallocates the design effort, along with the additional field services, such as survey, geotechnical, and archeological investigations. The open space area at the confluence of Canal C and Canal D will be designed and trail connections will be incorporated. In addition, effort will be included concerning a parcel of land, which is already in the TCEQ Voluntary Cleanup Program, to advance the soil remediation planning process.

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

- Canal C: Extending from Calhoun Street to the existing Levee through the open space at the confluence of Canal C and Canal D

- Canal D: Extending from NE 7<sup>th</sup> Street to the existing Levee in two stages – a drainage swale in the short term and the final concrete section to be constructed in the future.
- Paseo Landscape: Along Canal C extending through to the open space at the confluence of Canal C and Canal D. This effort includes development of lighting and irrigation standards for the canal sections.
- Soil Remediation Planning: The consultant will develop documents required by TCEQ to remediate a parcel of land along the Canal C alignment. This parcel is currently in the Voluntary Cleanup Program and this effort is needed to advance the project toward final completion.

The design effort is expected to commence in August 2025 and extend through early 2026. Attached is the scope of services to be provided by Kimley-Horn for this amendment.

The overall diverse business participation commitment for the Kimley-Horn Contract is 11%.

This item was reviewed by the Construction and Operations Committee on August 14, 2025.

**Submitted By:**

Susan Alanis  
Panther Island Program Director

August 5, 2025

Mr. Brenton Dunn  
Tarrant Regional Water District  
307 W 7th St, Ste. 100  
Fort Worth, TX 76102

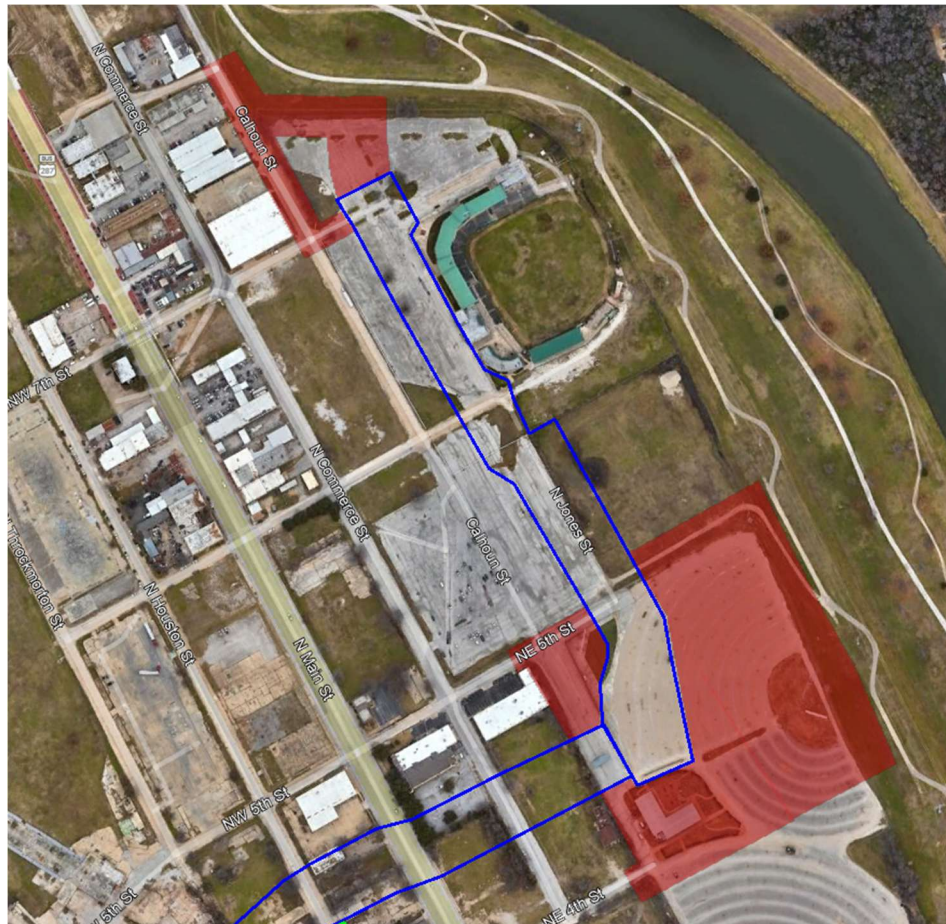
**Re: 25-019 PSA – Engineering Design of the Canal B Phase II and Canal C Phase II Project  
Amendment No. 1  
KHA No. 061059017**

Dear Brenton:

Kimley-Horn and Associates, Inc. is pleased to submit our Amendment No. 1 for the Engineering Design of the Canal B Phase II and Canal C Phase II Profession Services Agreement. The following is a description of the additional scope of services:

## **TASK 1 SURVEY**

Engineer will complete additional topographic survey to include the limits generally shaded in red in Figure 1 below to be used as the basis of design for the extension of Canal C and D, the Reinforced Concrete Box (RCB) outfall to the New Main Street Outfall and the Panther Island park.





## TASK 2 SUBSURFACE UTILITY ENGINEERING

This task is amended to remove the subsurface utility exploration (SUE) along North Houston between Canals B and C and include Quality Level B (QL "B") SUE for the areas depicted in Figure 2 below. These areas are approximately the same, and there is no cost change.



Figure 2: Additional SUE scope



## TASK 3 GEOTECHNICAL INVESTIGATIONS

Through a subconsultant, Engineer will preform six (6) additional borings to 35' deep along the additional segments of Canals C and D depicted in Figure 3 and Figure 4 below and prepare an addendum to the geotechnical engineering report.

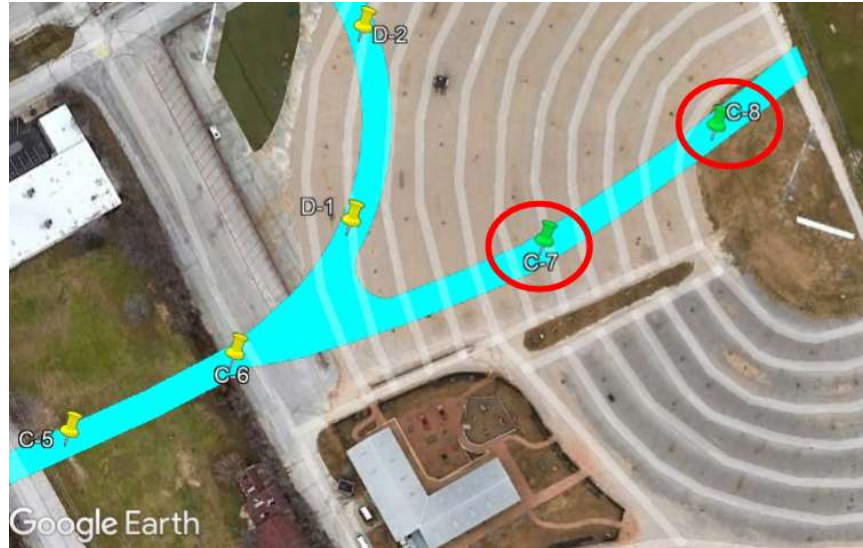


Figure 3: Additional Canal C Borings



Figure 4: Additional Canal D and Outfall Borings

## TASK 4 ARCHEOLOGY INVESTIGATIONS

Task 4 is amended for the updated trenching locations as presented in the amended Texas Antiquities Permit modification depicted below. There is no charge for these updates.



Figure 5: Revised Archeological Trenching Locations

## TASK 5 ENVIRONMENTAL INVESTIGATIONS

Task 5 is amended for providing two separate reports of 13 soil borings: one report for the two (2) borings on the tract between N Main St and N Houston St, and another report for the other 11 for the remainder of Canals B, C and D in the original scope. Engineer will perform eight (8) additional soil borings depicted below and prepare an addendum to the Phase 2 report with the findings.

Through a subconsultant, Engineer will prepare a Soil and Groundwater Management Plan with recommended personal protective equipment, procedures, and precautions to take when handling the affected soils.

Through a subconsultant, Engineer will serve as the Health and Safety Officer for archaeological investigation in Task 4 as outlined in the Soil and Groundwater Management Plan (SGMP). The subconsultant will conduct a pre-construction safety briefing and provide daily safety observations for up to eighty (20) hours and consult with the archeological investigation project manager when soil conditions change, as requested by the archologist.



Figure 6: Canal D additional environmental borings

## TASK 7 CANAL B DESIGN

Canal B scope is amended to remove the connection to the Trinity Trail and to add a retaining wall to support the existing apartment complex between the terminus of Canal B Phase 1 and N Main St.

## TASK 8 CANAL C DESIGN

Canal C scope is amended to remove the Canal C limits from N Main St to the west, a reduction of  $\pm 533$  LF of canal, and add Canal C east of N Main St to the existing levee, an addition of  $\pm 667$  LF.

## TASK 9 CANAL D DESIGN

Canal D scope is amended as follows:

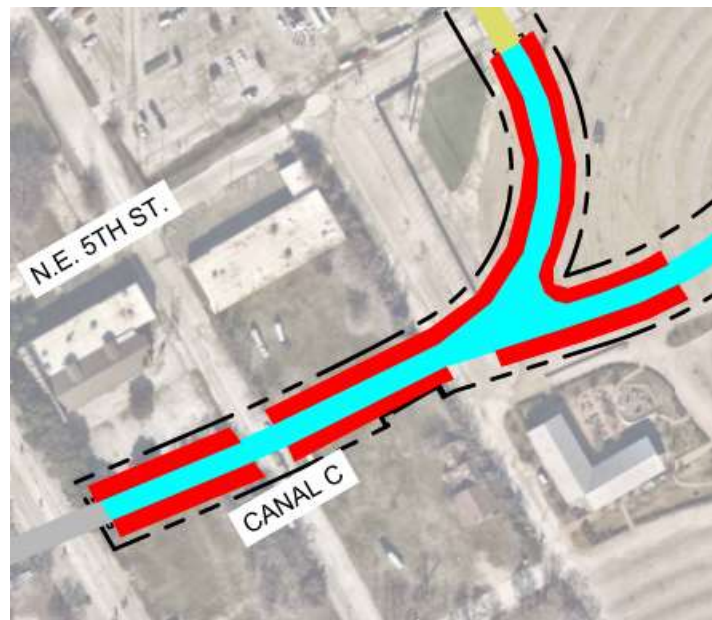
- The new limits are from Canal C to the levee to the north with an RCB outfall from the northern terminus of Canal D to the New Main St outfall at N Calhoun St and NE 8<sup>th</sup> St.
- The design of the Canal D limits will be in two stages.
  - Stage 1: Canal D from Canal C to NE 5<sup>th</sup> St with a drainage swale to the proposed RCB outfall at the levee.
  - Stage 2: Canal D from NE 5<sup>th</sup> St to the levee along the swale alignment, with the final concrete section.
- Engineer will provide structural details for:
  - Modification for the New Main Outfall Structure to accommodate the outfall canal culvert
  - Canal D outfall structure at NE 5<sup>th</sup> St
  - Canal D outfall structure at canal terminus



- Engineer will design a temporary trail connection between the canal and the Trinity Trail.

## TASK 14 PASEO LANDSCAPE DESIGN

Engineer will prepare the planting, hardscape, pedestrian lighting, erosion control, and irrigation design for the 8-14' wide paseo for the limits noted below between N Main St to the west and the Panther Island Park to the east (approximately 1,100 linear feet of Canal), and as identified in Figure 7 Canal Paseo Design. This design will also consider connections to the proposed adjacent park space with the design of the park provided by others. The design will include the following tasks: Conceptual Design Development, Preliminary Concept Development, Final Concept Development, 30% Schematic Design, 60% Design, 90% Construction Documents, and 100% Construction Documents Bid Package



*Figure 7 Canal Paseo Design*

### Conceptual Design Development

Engineer will prepare up to two (2) preliminary concept layouts and one (1) final concept layout for the hardscape and landscape for the paseo along both sides of the canal for approximately 700 linear feet. These concept designs will consider the aesthetics for the park connection as well as a typical paseo public pedestrian section.

### Preliminary Concept Development

- Identify significant design constraints and establish design criteria.
- Coordination with Owner and Owners planning team with up to two (2) meetings.
- Engineer will prepare two (2) concepts for identifying a design theme for the hardscape and adjacent landscape along the paseo (Minimum scale 1" = 20')
- Concept design will include aerial imagery and conceptual design plan view color rendering overlay of the proposed improvements.
- Concept design will provide up to four (4) color rendered hand drawn elevations of the proposed improvements.

- Engineer will include reference images to give visual representation of materials selected in the design.

## Final Concept Development

- Engineer will prepare up to (1) final design concept based on comments received from the Owner on the preliminary design concept.
- Coordination with Owner and Owners planning team with up to two (2) meetings.
- Concept design will include aerial imagery and conceptual design plan view color rendering overlay of the proposed improvements.
- Through a subconsultant, Engineer will provide up to four (4) color rendered eye level perspectives of the proposed paseo improvements.
- Engineer will revise reference images based upon preliminary design concept comments received by the Owner.

## The 30% Schematic Design:

Following the submittal and Owner review of the Final Concept Design, Engineer will prepare 30% Schematic Design documents. Sheet sizes will be 22" x 34" with a minimum scale of 1" = 20' scale for plan sheets.

- Hardscape Plans (up to six (6) Sheets)
  - Engineer will prepare hardscape plans showing site related hardscape materials and specifications, as well as dimensional control and layout for proposed improvements.
- Hardscape Details (up to six (6) Sheets)
  - Engineer will prepare detail sheets showing hardscape elements included in the design development. This includes detail plans, sections, and elevations. Required submittals, shop drawings, samples, cut sheets and mockups will be listed for approval by Landscape Architect and Owner. This task includes up to two (2) custom water fountain design features.
  - Fountain/water feature and/or pool design is not included in this scope of services. Any information included in the schematic designs will represent design intent only and final design will be the responsibility of others.
- Grading Plan (up to six (6) Sheets)
  - Engineer will prepare plans illustrating grading for the proposed site improvements. These plans will show existing and proposed contours, pavement grades, and spot elevations at critical points.
- Schematic Lighting and Electrical Layout Plan
  - Engineer will prepare a Schematic Lighting Plan for the proposed site and will coordinate with the Owner and lighting design consultant to finalize the type and location of the lighting elements. Key elements of the plan may include string lights, lit bollards, tree uplighting, and landscape accent lights. Life-safety lighting and signage is specifically excluded from our scope of services.
- Erosion Control Plans and Details (up to seven (7) Sheets)
  - Engineer will prepare Erosion Control Plans and Details using the information gathered from the initial site visit and topographic survey. The plan will include items of work identified for performance and the proposed erosion control measures by either the Owner or city.
- These documents are intended to aid the design, planning, and programming of the project and Engineer will provide an opinion of probable construction cost (OPCC) for the proposed

improvements. Because Engineer does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, will be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. Engineer cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

- After submittal to the Owner, Engineer shall respond to one (1) round of ordinary and reasonable, simultaneous revisions based on review comments from the Owner. This task does not include revisions necessitated by significant site layout changes directed by the Owner or its representatives. Subsequent modifications resulting from significant site layout changes or additional review comments directed by the Owner or its representatives will be considered an Additional Service.

Deliverables: 30% Schematic Design in digital (PDF) format, and Opinion of Probable Construction Cost (OPCC) in digital (PDF) format.

The 60% Design:

Following the submittal and Owner review of the 30% Schematic Design, Engineer will prepare 60% Design documents.

- Deliverables outlined in the preliminary construction document set.
- Drainage Plan & Details (up to seven (7) Sheets)
  - Engineer will prepare plans illustrating drainage modifications or additions for the proposed site improvements. Proposed landscape drains will be shown with rim elevations that will tie into existing site storm or drainage lines to meet TRWD Water Quality Requirements.
- Planting Plans and Details (up to eight (8) Sheets)
  - Engineer will prepare Planting Plans for the site showing plant species, sizes, and location and associated details for canopy trees, ornamental trees, shrubs and groundcover, and turf.
- Lighting and Electrical Plan & Details (up to seven (7) Sheets)
  - Through a Subconsultant, Engineer will prepare Lighting and Electrical plans illustrating the proposed lighting and electrical designs.
  - The lighting and electrical plans will show light pole foundation locations, conduits, ground boxes, electrical receptacles, electrical pedestals, electrical service data sheet, power source locations, and conductor charts.
- Photometrics Plan (up to five (5) Sheets)
  - Through a Subconsultant, Engineer will develop one (1) photometric model for analyzing proposed lighting conditions. The proposed lights will be based on the fixture styles selected by the Owner during the 30% Schematic Design. The photometric models will not include any 3D building, objects, or aesthetic or miscellaneous light sources.
  - Engineer will prepare and submit one (1) exhibit showing the proposed photometric analysis for the Paseo. The photometric exhibit will show illumination footcandles (fc), location of light poles, and information regarding the types of fixtures.

Deliverables: 60% Design documents in digital (PDF) format and Opinion of Probable Construction Cost (OPCC) in digital (PDF) format.

## The 90% Construction Documents:

Following the submittal and Owner review of the 60% Design documents, Engineer will prepare 90% Construction Documents

- Deliverables outlined in the 60% Design Development documents.
- Irrigation Plan and Details (up to three (3) Sheets)
  - Engineer will prepare irrigation plans and details for the proposed project area in general conformance with the directives of the Owner and the current published landscape and irrigation requirements set forth in the City development regulations. The irrigation plans will be prepared upon Owner and City approval of the preliminary Construction Document plans (excludes irrigation design for concepts) and will illustrate head layout, pipe sizing, controller/valve locations and standards details. The Owner is to specify preferred irrigation equipment brand (Toro, Hunter, Weathermatic, or Rainbird) prior to Engineer starting the irrigation design.

Deliverables: 90% Construction Documents in digital (PDF) format and Opinion of Probable Construction Cost (OPCC) in digital (PDF) format.

## The 100% Construction Documents Bid Package:

Following the submittal and Owner and RAS review of the 90% Construction Documents, Engineer will prepare 100% Construction Documents for bidding purposes.

- Deliverables outlined in the 90% Construction Document set.
- Registered Accessibility Specialist (RAS) Accessibility Review
  - Following completion of the 90% Construction Documents, through a subconsultant, Engineer will coordinate with a RAS for the purpose of reviewing the plans for the Project, for conformance with the Texas Accessibility Standards (TAS). Engineer will use GAP Consultants (GAP Consultants, Inc.) or the Owners preferred RAS for the TDLR required plan review and project inspection. Engineer will coordinate with the RAS for project registration with the Texas Department of Licensing and Regulation (TDLR), and project inspection, upon completion of construction. Engineer will prepare plans in general conformance with TAS and will make one (1) round of revisions to the plans based on comments received from the RAS. Inspection and registration fees for TDLR are included in this fee.

Deliverables: 100% Construction Documents in digital (PDF) format and Opinion of Probable Construction Cost (OPCC) in digital (PDF) format.

## **TASK 15 PANTHER ISLAND CANAL SYSTEM MANUAL UPDATES**

Engineer will provide design consulting services for the updates to the existing TRWD Panther Island Canal System Manual. The existing manual will be updated in its current digital format and will include additional content related to the irrigation, lighting and electrical standards, as noted below.

- Irrigation Standards – Engineer will develop irrigation standards for the proposed canal development, to be incorporated into the existing TRWD Panther Island Canal System Manual. The irrigation design standards will include the lists, representative images, and recommendations for the following items.
  - Irrigation Controllers
  - System Design Recommendations (Conventional or Two-Wire)
  - Point of Connection Requirements (Irrigation Meter and Backflow Prevention Devices)

- Irrigation Equipment (Heads, Rotors, Drip Line, Quick Coupler Valves, Zone Valves, Master Valves, Mainline Piping, Lateral Piping and Sleeves)
  - Recommendations for Maintenance and Watering Schedules
  - Recommendations for equipment located within 100-year Floodplain.
- Lighting and Electrical Standards – Engineer will develop lighting and electrical standards for pedestrian scale lighting, accent lighting, electrical receptacles and safety lighting along the proposed canal development, to be incorporated into the existing TRWD Panther Island Canal System Manual. Engineer will develop the content for these standards through the use of a subconsultant. The lighting and electrical design standards will include the lists, imagery and exhibits for the following items.
    - Lighting Controllers and Enclosures
    - Lighting Fixtures (Pedestrian Scale Lighting, Accent/Landscape Lighting, and Safety Lighting)
    - Lighting timers and recommended timing for standard lighting and safety lighting
    - Conduit and Wiring
    - Electrical Duplex Receptacles
    - Representative schemes illustrating minimum and maximum light coverage in pedestrian areas for standard pedestrian lighting and safety lighting.
    - Point of connection requirements for electrical service
    - Recommendations for Maintenance
    - Recommendations for equipment located within 100-year Floodplain.

Engineer will utilize the following design guidelines for development of the irrigation, lighting and electrical standards:

- Illuminating Engineering Society (IES) Illumination Guidelines and Standards
- Texas Commission on Environmental Quality (TCEQ) Landscape Irrigation Requirements and Resources

Following the completion of the preliminary design standards, the Engineer will respond to up to two (2) rounds of review comment or changes requested by TRWD. Any additional rounds of review and changes will be provided as an additional service. The Engineer will revise the preliminary design standards based on TRWD comments and provide a final irrigation, lighting and electrical design standards sections within the existing Panther Island Canal System Manual. The budgeted value provided for this task includes up to two hundred and five (205) hours of effort for the irrigation standards and three hundred (300) hours of effort for the lighting and electrical standards, or an aggregate total of five hundred and five (505) hours of total effort.

## **TASK 16 AFFECTED PROPERTY ASSESSMENT REPORT (APAR) – TEXAS RAIL JOINT (VCP 2331)**

Through a subconsultant, Engineer will provide project management throughout the VCP process including correspondence and meetings with TCEQ and/or Owner regarding project status, preparation of quarterly status reports to TCEQ (required per the VCP Agreement), and administrative costs.

Through a subconsultant, Engineer will advance up to 12 soil borings to 5 feet below ground surface (bgs) and five (5) borings to 10 feet bgs using a direct push drilling rig operated by a Texas-licensed water well driller. Up to four (4) additional borings will be advanced to 25 feet bgs, over-drilled using hollow stem augers, and converted to monitoring wells.



Soil cores will be recovered from the soil borings approximately every 2 feet and field screened using a photoionization detector (PID) to measure the soil headspace for the presence of organic vapors. The PID will be calibrated to a 100 parts per million (ppm) isobutylene standard. Soil core will be screened for unusual staining, odors, or other apparent signs of contamination. The soil cores will also be visually and manually classified in the field by a subconsultant's field geologist using ASTM D2488 "Standard Practice for Description and Identification of Soils (Visual-Manual Procedures)."

Soil samples will be collected from the soil borings based on the PID readings, evidence of contamination such as staining or odors, or at select depths in order to delineate previous COC exceedances. The following sampling strategy has been developed to assess soils at the Site:

- Up to seven (7) soil samples will be selected for laboratory analysis based on the field screening results to be analyzed for VOCs using U.S. Environmental Protection Agency (EPA) Method 8260 and TPH using Texas Commission on Environmental Quality (TCEQ) Method 1005. One duplicate sample will be collected and analyzed for VOCs for quality assurance/quality control (QA/QC) purposes. One (1) sample will be collected and analyzed for TPH using TCEQ Method 1006 for delineation purposes.
- Up to ten (10) soil samples will be selected for laboratory analysis based on the field screening results or for delineation purposes to be analyzed for SVOCs using EPA Method 8270.
- Up to six (6) soil samples will be selected for laboratory analysis of arsenic and/or lead and up to an additional seven (7) soil samples will be selected to be analyzed for RCRA 8 metals using EPA Methods 6010/7470.

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

The four 25-foot soil borings will be converted to monitoring wells. The monitoring wells will consist of 2-inch diameter machine-slotted PVC well screen with the annular space of the wellbore backfilled with a silica sand filter pack from the total depth to 2 feet above the screen followed by bentonite clay up to within 1 foot of the ground surface. The wells will be backfilled to surface grade with a protective metal casing set in concrete.

Through a subconsultant, Engineer will develop the wells with disposable bailers to remove excess sediment and to allow formation groundwater to freely enter the well casing. A top-of-casing elevation survey referenced to an arbitrary Site datum of 100 feet will be performed on the monitoring wells to determine the groundwater flow direction for the Site.

Through a subconsultant, Engineer will gauge water levels in the new monitoring wells and three existing wells previously installed by others to collect groundwater samples from each well (plus one field duplicate for QA/QC purposes). The groundwater samples will be collected using low-flow sampling procedures for the analysis of VOCs, TPH, and SVOCs.

Through a subconsultant, Engineer will complete and submit a Drinking Water Survey Report (DWSR) in accordance with TCEQ Regulatory Guidance document RG-428, as required by Section 26.408(b) of the Texas Water Code when impacted groundwater is identified. The tasks to complete the DWSR consist of the following:

- Identify local public drinking water sources within 0.5 miles beyond the known extent of groundwater contamination.
- Conduct a water well search to locate all recorded water wells within 0.5 miles of the Site.

- Conduct a field survey within 500 feet of the Site to locate water wells that were not identified during the records survey and to confirm information obtained during the water well search.
- Prepare and submit a DWSR sealed by a Texas Licensed Professional Geoscientist to the TCEQ.

Subsurface investigations completed to date have not identified groundwater at the Site with COCs above the default TRRP PCLs, and therefore a DWSR has not been required at this time. If groundwater impacts are identified as part of subsurface investigations, Engineer will prepare a DWSR for submittal concurrently with the APAR.

The APAR will include the following tasks:

- Summarize the Site history and all prior investigations and response actions.
- Document Site-specific cleanup criteria for applicable COCs.
- Prepare the required figures, including affected property maps, geologic maps and cross sections, potential receptor maps, and COC maps.
- Document utilities in the Site area for inclusion on appropriate figures.
- Prepare the data tables in the required APAR format, including a water well summary and soil and groundwater data summaries. Data tables prepared by previous consultants will be attached within the APAR as necessary to document historical COC concentrations.
- Complete a Tier 1 Ecological Exclusion Criteria Checklist with supporting information.
- Prepare and submit the APAR sealed by a Texas Licensed Professional Geoscientist to the TCEQ.

Through a subconsultant, Engineer will prepare and submit a Response Action Plan (RAP) for submittal to the TCEQ which will document the proposed response actions such that the Site will meet residential land use criteria at the Site. Based on the current data, the proposed response action will be to excavate and dispose of affected soils at a licensed landfill. Execution of the RAP is beyond the scope of this agreement.

Investigation derived waste (IDW) associated with the installation and sampling of the soil boring/monitoring wells will be temporarily stored in Department of Transportation (DOT) approved 55-gallon steel drums. Engineer will collect one composite soil sample for the analysis of VOCs, TPH, SVOCs, and Toxicity Characteristic Leaching Procedure (TCLP) Resource Conservation Recovery Act (RCRA) 8 Metals. One purge water sample will be collected for analysis of VOCs, TPH, SVOCs, and RCRA 8 metals. Engineer will profile up to 10 IDW drums (8 soil and 2 water).

Through a subconsultant, Engineer will prepare a Phase I Environmental Site Assessment (ESA). The Phase I ESA will consist of the following tasks that will be completed in general conformance with the scope and limitations of ASTM International Standard Practice E1527-21 (ASTM E1527-21) and 40 CFR Part 312:

- Review information provided by the User, such as Preliminary Title Commitments, Conditions of Title, or Title Abstracts to determine if there are environmental liens or activity and use limitations associated with the Site.
- Review of readily available geological information pertaining to the Site area to evaluate the physical setting of the Site.
- Obtain and review an ASTM E1527-21 compliant regulatory database report from a national vendor to determine if the Site and/or surrounding properties are listed on databases that indicate known or potential recognized environmental conditions. The scope of this review does not include obtaining and reviewing specific regulatory files related to any identified database listings. If, in our opinion, a file review is warranted to evaluate the existence of a recognized environmental condition, we will contact Owner to discuss the associated out of scope cost to obtain and review that information.

- Review of readily available historical records (e.g., fire insurance maps, topographic maps, aerial photographs, and city directories) to develop a history of the previous uses of the Site, adjoining properties, and surrounding area (as necessary), to evaluate the likelihood of past uses having led to recognized environmental conditions.
- Reconnaissance of the Site and observations of adjoining properties to identify current uses or indications of past use that may represent a recognized environmental condition.
- Interview of persons familiar with the Site and local government officials, as available, to obtain information pertaining to the current and past use of the Site and to determine if there are any known conditions indicative of a recognized environmental condition.
- Preparation of a Phase I ESA report that provides a summary of the information obtained through a review of the items above and a summary of our findings and conclusions.

As part of a Phase I ESA, the “User” should provide available information to the Engineer’s subconsultant (the Environmental Professional) to help identify the possibility of recognized environmental conditions in connection with the Site. A “User” is the party seeking to use ASTM E1527-21 to complete a Phase I ESA and may include, without limitation, a potential purchaser, tenant or owner of the property, a lender, and/or a property manager. A User Questionnaire and Client Information Request Form have been provided along with this proposal.

Each User is responsible for providing the following in a timely manner:

- User Questionnaire completed in its entirety. The User Questionnaire will be attached to the final report. If multiple Users are requesting reliance on the Phase I ESA, please provide a User Questionnaire completed by each of the appropriate entities.
- Client Information Request Form to include Site contact information for an individual who can provide Site access and owner representative contact information for an individual who can provide current Site information.
- All existing environmental reports, letters, and any information pertinent to the environmental status of the Site.

Engineer’s scope of services does not include obtaining land title records or judicial records for environmental liens or activity use limitations (AULs). The User should provide the title documents or related information regarding environmental liens or AULs on the User Questionnaire. At the request of the Owner, the ASTM E1527-21 Compliant Environmental Lien Search (back to 1980) can be obtained through a third-party vendor for an additional fee.

The assessment will not include evaluation of non-scope items such as, but not limited to, potential asbestos-containing building materials, wetlands, lead-based paint, or vapor encroachment screening as defined in ASTM E2600-15.

Upon completion of the Phase I ESA, the Engineer does not guarantee qualification for Landowner Liability Protections (LLP). Our proposed scope of work is consistent with “good commercial and customary practices” (as defined by ASTM E1527-21) conducted to identify recognized environmental conditions.



Contractor will perform the services in Amendment No. 1 on a labor fee plus expense basis with the maximum fee shown below:

Task Number	Task Name	Original Fee	Amendment 01 Fee	Total Fee
1	Survey	\$ 89,100	\$ 30,600	\$ 119,700
2	Subsurface Utility Engineering	\$ 81,600	\$ -	\$ 81,600
3	Geotechnical Investigation	\$ 81,900	\$ 20,300	\$ 102,200
4	Archeology Investigation	\$ 173,600	\$ -	\$ 173,600
5	Environmental Investigation	\$ 60,900	\$ 47,200	\$ 108,100
6	Drainage Study	\$ 494,000	\$ -	\$ 494,000
7	Canal B Design	\$ 504,400	\$ 15,000	\$ 519,400
8	Canal C Design	\$ 516,400	\$ 47,700	\$ 564,100
9	Canal D Design	\$ 467,800	\$ 102,900	\$ 570,700
10	Project Meetings	\$ 136,300	\$ -	\$ 136,300
11	Project Management and Coordination	\$ 149,500	\$ -	\$ 149,500
12	Bidding	\$ 99,000	\$ -	\$ 99,000
13	Construction Phase Services	\$ 245,000	\$ -	\$ 245,000
14	Paseo Landscape Design	\$ -	\$ 798,400	\$ 798,400
15	Panther Island Canal System Manual Update	\$ -	\$ 174,500	\$ 174,500
16	Affected Property Assessment Report (APAR) – Texas Rail Joint (VCP 2331)	\$ -	\$ 83,400	\$ 83,400
Total		\$ 3,099,500	\$1,320,000	\$4,419,500

We appreciate the opportunity to be of continued service to the District. Please contact us if we need to provide any further information.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC

Bradley J. Hill  
Regional Contract Lead

## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 11

**DATE:** August 19, 2025

**SUBJECT:** Consider Approval of Contract Amendment with Huitt-Zollars for Construction Administration and Support on the Construction of the Fort Worth Operations Compound

**FUNDING:** Bond Fund

#### **RECOMMENDATION:**

Management recommends approval of contract amendment #6 in an amount not-to-exceed \$1,774,264 with Huitt-Zollars for this phase of the New Operations Compound.

#### **DISCUSSION:**

Huitt-Zollars has successfully completed the development of design and construction documents for the Fort Worth Operations Compound, thereby concluding their current contract with the District. Pursuant to Amendment #6, Huitt-Zollars will continue to provide essential administrative services throughout the construction process to ensure effective communication of design details. Key services to be provided include:

- **Pre-Construction Bidding Support:** Preparation of formal bid documents and responses to bidder inquiries.
- **Construction Administration:** Services to ensure the realization of design intent, adherence to contract documents, and fulfillment of expectations established during the design process.
- **Design Specification Consultation:** Responding to construction management questions on design specifications to maintain consistency across all buildings.

The construction period is expected to last approximately 28 months. During that time invoicing for this contract will be monthly on a labor and materials used basis.

This item was reviewed by the Construction and Operations Committee on August 14, 2025.

#### **Submitted By:**

Mick Maguire  
Chief Administrative Officer

July 08, 2025

Mr. JL Cabrera  
Vice President-Facilities  
Tarrant Regional Water District  
600 East Northside Drive  
Fort Worth, TX 76164

RE: Proposed A/E Services - **Phase 3 - Pre-Con & CA Services**  
New Maintenance and Operations Facility  
Old Decatur Road, Fort Worth, TX

Mr. Cabrera:

Huitt-Zollars, Inc. (HZ) appreciates the opportunity to propose professional architectural/engineering design services for the above-referenced project for Phase 3 – Pre-Construction and Construction Administration (CA) Services. Our proposal is based upon the scope of services, compensation, schedule, terms and conditions as contained in this letter.

## Project Description

The project includes construction administration services associated with the construction project to develop the approximately 20-acre parcel recently acquired by TRWD at the SE corner of Interstate 820 North and Old Decatur Road in Fort Worth, TX. The project includes buildings totaling 108,678 SF with a main building a multifunction facility housing shared spaces, Emergency Management, Law Enforcement, Human Resources, Information Technology and the main server room. A standalone building for Purchasing & Storage. A separate Floodway Operations building, a maintenance building for the Wood Shop, Construction and Fleet Operations, a separate Welding Shop, a separate covered Fueling Island with Unleaded & Diesel Fueling, A separate covered Vehicle Wash bay, Covered Equipment Storage area and Bulk Storage with Material Storage bins. Site amenities include three site access gates and parking for 132 vehicles with 8 enclosed parking spaces.

## **SCOPE OF SERVICES:**

### **1.0 Basic Services:**

#### **1.1 Pre-Construction**

Pre-Construction (PreCon) services include Bidding Support to prepare formal bid documents, Responses to bidder inquiries, Preparation of Addendum documentation, Assistants in Bid Tabulation and Initial Evaluation.

#### **1.2 Construction Administration:**

Construction Administration (CA) services provided by architects and engineers during a multiple-building project involve overseeing the construction process to ensure that the design intent is realized, the project adheres to the contract documents, and the work meets quality standards, budget, and schedule requirements. These services bridge the gap between the design phase and the completed construction, acting as a critical component of project management. Below is a detailed breakdown of the proposed CA services for architects and engineers on a multiple-building project:

**Architects** focus on ensuring that the aesthetic, functional, and spatial aspects of the design are executed properly across all buildings in the project. Proposed CA services include:

**1.2.1 Submittal Review:**

Reviewing and approving shop drawings, product data, samples, and other submittals from contractors to ensure compliance with the design intent and specifications.

**1.2.2 Site Visits and Observations:**

Conducting periodic site visits to observe construction progress, verify that work aligns with the approved plans and specifications, and identify any deviations or issues. For the purpose of this proposal we assume “Periodic” to mean bi-monthly (twice each month) for site visits. Preparing field reports documenting observations, conditions, and recommendations.

**1.2.3 Responding to Requests for Information (RFIs):**

Addressing contractor questions or clarifications about the design drawings or specifications, ensuring consistent interpretation across multiple buildings.

**1.2.4 Change Order Evaluation:**

Assessing proposed changes to the scope, design, or materials, and providing recommendations to the owner regarding cost, schedule, and design impacts.

**1.2.5 Construction Meetings:**

Participating in regular progress meetings with the owner, contractors, and other stakeholders to coordinate efforts, resolve issues, and maintain communication. Meeting will be in-person or via web conference as needed.

**1.2.6 Quality Control Oversight:**

Monitoring the quality of workmanship and materials to ensure they meet the standards outlined in the contract documents.

**1.2.7 Punch List Preparation:**

“Pre-Final Inspection” of completed buildings or phases for determining and identifying unfinished or defective work to be include creating a punch list for the contractor to address before final acceptance and creation of a “Certificate of Substantial Completion”.

**1.2.8 Payment Certification:**

Reviewing and certifying contractor payment applications based on the percentage of work completed and compliance with the contract.

**1.2.9 Project Closeout:**

Assisting with final inspections, verifying completion of punch list items, and ensuring all required documentation (e.g., As-Built Drawings, Warranties, Issuance of Consent of Surety and O&M Manuals) is provided by the General Contractor.

**Engineers** (e.g., Civil, Landscape, Structural, Mechanical, Electrical, Plumbing, FPE, IT, Security, & Audio Visual) focus on the technical and systems-related aspects of the project. Their CA services complement the architect’s efforts and include:

**1.2.10 Technical Submittal Review:**

Evaluating technical submissions (e.g., structural steel details, HVAC equipment specs, or electrical layouts) to confirm compliance with engineering designs and performance criteria.

**1.2.11 Site Inspections:**

Performing site visits to verify that structural, mechanical, electrical, plumbing (MEP), and civil work aligns with engineered drawings and applicable codes. Checking critical installations, such as foundations, load-bearing elements, or utility systems across multiple buildings.



**1.2.12 Coordination Across Disciplines:**

Ensuring that engineered systems (e.g., HVAC, electrical, plumbing) integrate properly with each other and with the architectural design, especially in a multi-building context where systems may interconnect.

**1.2.13 Response to RFIs:**

Providing technical clarification or solutions to contractor inquiries about engineered systems or details.

**1.2.14 Testing and Commissioning Oversight:**

Overseeing testing of systems (e.g., structural load tests, HVAC balancing, or electrical load checks) to verify performance meets design specifications. Assisting with commissioning to ensure systems operate as intended.

**1.2.15 Change Order Support:**

Analyzing proposed changes to engineered systems, assessing impacts on safety, functionality, and cost, and providing recommendations.

**1.2.16 Code Compliance Verification:**

Confirming that construction adheres to applicable building codes, standards, and regulations relevant to structural integrity, safety, and utility systems.

**1.2.17 Punch List and Closeout:**

Conducting final inspections of engineered components, contributing to punch lists, and verifying system functionality before project handover.

**2.0 Supplemental & Subconsultants Services:**

Supplemental Services are specialty services not typically included in basic Design or CA and Subconsultants Services are those disciplines HZ did not design in-house and used outside Consultant to complete. For this portion of the project HZ anticipates the following supplemental & subconsultant services being required and are included in the proposed fee below:

- 2.1 Structural Engineering – Subconsultant – JQ Engineering/IMEG
- 2.2 Fire Protection Engineer – Subconsultant – Protection Engineers, LLC
- 2.3 Landscape Architecture – Subconsultant – CCA Landscape Architects, Inc.
- 2.4 DDC Geotechnical Services – Subconsultant – UES
  - 2.4.1 Pre-DDC Borings
  - 2.4.2 Post-DDC Borings
  - 2.4.3 Geotechnical Engineer monitoring & reporting during DDC
  - 2.4.4 Post-DDC verification – if required
- 2.5 IT DATA/COMM – Subconsultant - DataCom Design Group

**3.0 Excluded Services:**

Huitt-Zollars shall not be required to furnish any legal or accounting advice or service, nor is the training of operating personnel included in this Agreement. Testing of materials, existing conditions, or construction operations, including hazardous materials, asbestos, and toxic materials are excluded from this agreement. Testing and inspections during construction are the responsibility of others.

**3.1 Additional excluded work:**

- CA services do not include full-time, on-site supervision (which is the contractor's responsibility) or guaranteeing the contractor's work. Instead, architects and engineers act as representatives of the owner, providing professional oversight and guidance.



- Third-party CMT (Construction Materials Testing) as required by project specifications for QA/QC of in place construction.
- Environmental investigations (lead, asbestos, mold, environmental permitting, NEPA investigations, etc.).
- Not responsible for contractor safety and compliance this health and safety regulations governing their work.
- Not responsible for compliance with project schedules.
- Government authority fees/permit-plan review fees/applications of municipal or state.

3.2 Assumptions made for this proposal:

- Following Bidding and Award Estimated notice-to-proceed to be given on or about August 19, 2025.
- Coordination with a Construction Manager (CM) has been included in our scope and fees
- All Furniture, Fixtures and Equipment not included in our Equipment (Q-Drawings) are assumed to be coordinated by TRWD and their third-party vendors.

**4.0 Owner/Client-Provided Services or Materials:**

Items to be provided by the Owner include:

- None noted.

**COMPENSATION:**

**5.0 Fee:**

Our proposed fee for **Basic Services, Supplemental, Subconsultant & ODC's:**

Pre-Construction Services – Phase 3A	\$ 75,000.00
Construction Administration Services – Phase 3B	\$ 1,674,264.00
ODC's – Phase 3C	\$ 25,000.00
Total	<b>\$ 1,774,264.00 – NTE Limit</b>

This would be invoiced on a Labor & Materials Expended Basis. The Huitt-Zollars, Inc. standard hourly rate schedule is attached.

**ADDITIONAL SERVICES:**

Any services beyond those specified herein will be provided for separately under a mutually agreed upon Scope of Services, Budget and Schedule and an additional written authorization from the CLIENT

**5.1 Reimbursable Expenses:**

Reimbursable expenses (ODC's) will be itemized in invoices in the month they are incurred. All review documents to be transmitted to TRWD electronically. If printed/bound specifications or drawings are required that would constitute the need to print through an external printing company. Potential reimbursable expenses for this contract include: Printing expenses by external printing and reproduction companies, transportation or mileage expense associated with the project away from the Huitt-Zollars offices outside the city limits, or the development of photorealistic renderings, printing and framing. Reimbursable expenses will be invoiced at actual cost times a multiplier of 1.10.

**5.2 Invoicing:**

Invoices will be submitted monthly for services rendered. Labor and Materials expended will be itemized in the invoice in accordance with Article 3 of your standard agreement terms and conditions.

**PROJECT SCHEDULE:**

Huitt-Zollars can begin work immediately upon execution of this proposal/agreement and written notice to proceed.

We propose the following schedule be considered for this project:

A. Construction Administration – Phase 3

24-28 Months

For proposing architectural services, we are required by the TBAE Rules and Regulation of the Board Regulating the Practice of Architecture, to disclose that our services are provided under the jurisdiction of the Texas Board of Architectural Examiners and that complaints regarding professional practices of persons registered as architects in Texas may be made to TBAE, 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, telephone 512-305-9000.

**TERMS AND CONDITIONS:**

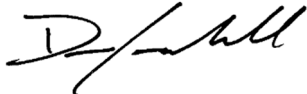
Terms and Conditions for this agreement are as stipulated in the Tarrant County Regional Water District Professional Services Agreement as included with the original solicitation of services Statement of Qualifications No. 22-080 and as attached to this letter.

**AUTHORIZATION:**

Should this proposal meet with your approval and acceptance, please sign and return to my attention via my e-mail. We will consider your signed acceptance as notice-to-proceed with the work as described. Thank you for considering Huitt-Zollars for your professional design services. We are enthused about assisting the Tarrant Regional Water District with this exciting project!

**HUITT-ZOLLARS, INC.**

Sincerely,



(Signature)

David Campbell, AIA  
Vice President

**Accepted & Approved for  
Tarrant Regional Water District**

\_\_\_\_\_

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

## **TARRANT REGIONAL WATER DISTRICT**

### **AGENDA ITEM 12**

**DATE:** August 19, 2025

**SUBJECT:** Consider Approval of Contract with Baird, Hampton & Brown for the Overton (Clear Fork) Lighted Loop Design and Construction Services

**FUNDING:** Fiscal Year 2025 General Fund Budget - \$250,000

#### **RECOMMENDATION:**

Management recommends approval of a contract **in an amount not-to-exceed \$234,385** with Baird, Hampton & Brown for Overton (Clear Fork) Lighted Loop design and construction services. Baird, Hampton & Brown will develop construction plans, technical specifications, and cost estimates for the Overton Lighted Loop segment of the Trinity Trails. This 1.5-mile infrastructure project, extending from Clearfork Main Street around the river and Overton Diversion Channel, aims to improve safety and accessibility through the addition of lighting, security features, and related trail enhancements, including trailhead access improvements and tree plantings.

#### **DISCUSSION:**

This project was included in the newly adopted Recreation Master Plan as a task to help improve safety along the trail system. The District will develop a lighted trail loop for each section - Upper West Fork, Lower West Fork, and Clear Fork - in the coming years, as outlined in our Recreation Master Plan. This will be the first lighted loop designed as part of that initiative.

Request for Statement of Qualifications was solicited per statute (Texas Government Code Chapter 2254) and two submittals were received. The evaluation team determined the most qualified vendor to complete the project is Baird, Hampton & Brown. The scope and fee that were successfully negotiated with Baird, Hampton & Brown are attached. Baird, Hampton & Brown is not a certified diverse business. They are utilizing subcontracting opportunities. We anticipate a year for the design process and construction to begin in 2026.

This item was reviewed by the Recreation Committee on August 13, 2025.

#### **Submitted By:**

Darrell Beason  
Chief Operations Officer

## **ATTACHMENT “A”**

### **Scope for Engineering Design Related Services for Overton Lighted Loop Improvements**

The scope set forth herein defines the work to be performed by the ENGINEER in completing the project. Both TRWD and ENGINEER have attempted to clearly define the work to be performed and address the needs of the Project.

### **OBJECTIVE**

Prepare construction plans, supplemental technical specifications and estimates for the improvements to the Overton Lighted Loop segment of the Trinity Trails to provide lighting and supplemental safety features to enhance the trail system. As well as associated trail and improvements including but not limited to: trail, trail head access improvements, and tree plantings.

### **WORK TO BE PERFORMED**

- |         |  |
|---------|--|
| Task 1. | Design Management  |
| Task 2. | Land Surveying and Subsurface Utility Engineering Services |
| Task 3. | Conceptual Design  |
| Task 4. | Preliminary Design   |
| Task 5. | Final Design   |
| Task 6. | Permitting   |
| Task 7. | Bid Phase Services   |
| Task 8. | Construction Phase Services                                |

### **TASK 1. DESIGN MANAGEMENT.**

ENGINEER will manage the work outlined in this scope to ensure efficient and effective use of ENGINEER's and TRWD's time and resources. ENGINEER will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the TRWD's Project Manager and others as necessary to make progress on the work. Please note that the scope of work contained within this task is considered subsidiary to the design and management of the project and will not be billed separately.

#### **1.1. Managing the Team**

- Lead, manage and direct design team activities
- Ensure quality control is practiced in performance of the work
- Communicate internally among team members
- Task and allocate team resources

#### **1.2. Communications and Reporting**

- Attend a pre-design project kickoff meeting and site visit with TRWD staff to confirm and clarify scope, understand objectives, and ensure economical and functional designs that meet TRWD requirements
- Conduct review meetings with the TRWD at the end of each design phase
- Prepare and submit baseline Project Schedule initially, and Project Schedule updates with a schedule narrative monthly, according to the TRWD requirements.
- Prepare invoices, in accordance with Attachment B to this Standard Agreement and submit monthly in the format requested by the TRWD.
- Prepare and submit monthly progress reports.
- Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure, and provide and obtain information needed to prepare the design
- With respect to coordination with permitting authorities, ENGINEER shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. ENGINEER shall work with regulatory authorities to obtain approval of the designs, and make changes necessary to meet their requirements, as part of the design scope.
- Personnel and Vehicle Identification: When conducting site visits to the project location, the ENGINEER or any of its sub-consultants shall carry readily visible information identifying the name of the company and the company representative.

### **ASSUMPTIONS**

- 18 Internal Design Team Meetings
- 18 Monthly Progress/Schedule

### **DELIVERABLES**

- A. Meeting summaries with action items
- B. Monthly invoices
- C. Monthly progress reports
- D. Baseline design schedule
- E. Monthly schedule updates with schedule narrative describing any current or anticipated schedule changes

## **TASK 2. LAND SURVEYING AND SUBSURFACE UTILITY ENGINEERING SERVICES.**

ENGINEER will provide survey support as follows.

### **2.1. Topographic Design Survey**

- ENGINEER will perform field surveys, to collect horizontal and vertical elevations and other information needed by ENGINEER in design and preparation of plans for the project. Information gathered during the survey shall include topographic data, elevations of project adjacent utilities, rim/invert elevations, location of buried utilities, structures, trees (measure caliper, identify overall canopy, and have qualified arborist identify species of trees), and other features relevant to the final plan sheets.
- The minimum survey information to be provided on the plans shall include the following:
  - A Project Control Sheet, showing **ALL** Control Points, used or set while gathering data. Generally on a scale of not less than 1:200:
  - The following information about each Control Point;
    - a. Identified (Existing. TRWD Monument #8901, PK Nail, 5/8" Iron Rod)
    - b. X, Y and Z Coordinates, in an identified coordinate system, and a referred bearing base. Z coordinate on TRWD Datum only.
    - c. Descriptive Location (Ex. Set in the centerline of the inlet in the South curb line of North Side Drive at the East end of radius at the Southeast corner of North Side Drive and North Main Street).
  - Coordinates on all P.C.'s, P.T.'s, P.I.'s, Manholes, Valves, etc., in the same coordinate system, as the Control.
  - No less than two horizontal bench marks, per line or location.
  - Bearings given on all proposed centerlines, or baselines.
  - Station equations relating utilities, including streetlights, markings and signs, to paving when appropriate.
- Boundary Surveying
  - ENGINEER shall determine property boundaries, rights-of-way and existing easements from readily identifiable recorded plats and easements.

### **2.2. Subsurface Utility Engineering**

Provide Subsurface Utility Engineering (SUE) to Quality Level B throughout the project limits as described below. The SUE shall be performed in accordance with CI/ASCE 38-02.

#### Quality Level D

- Conduct appropriate investigations (e.g., owner records, County/TRWD records, personal interviews, visual inspections, etc.), to help identify utility owners that may have facilities within the project limits or that may be affected by the project.
- Collect applicable records (e.g., utility owner base maps, “as built” or record drawings, permit records, field notes, geographic information system data, oral histories, etc.) on the existence and approximate location of existing involved utilities.
- Review records for: evidence or indication of additional available records; duplicate or conflicting information; need for clarification.
- Develop SUE plan sheets and transfer information on all involved utilities to appropriate design plan sheets, electronic files, and/or other documents as required. Exercise professional judgment to resolve conflicting information. For information depicted, indicate: utility type and ownership; date of depiction; quality level(s); end points of any utility data; line status (e.g., active, abandoned, out of service); line size and condition; number of jointly buried cables; and encasement.

#### Quality Level C (includes tasks as described for Quality Level D)

- Identify surface features, from project topographic data and from field observations, that are surface appurtenances of subsurface utilities.
- Include survey and correlation of aerial or ground-mounted utility facilities in Quality Level C tasks.
- Survey surface features of subsurface utility facilities or systems if such features have not already been surveyed by a professional surveyor. If previously surveyed, check survey data for accuracy and completeness.
- The survey shall also include (in addition to subsurface utility features visible at the ground surface): determination of invert elevations of any manholes and vaults; sketches showing interior dimensions and line connections of such manholes and vaults; any surface markings denoting subsurface utilities, furnished by utility owners for design purposes.
- Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.
- Update (or prepare) plan sheets, electronic files, and/or other documents to reflect the integration of Quality Level D and Quality Level C information.
- Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.
- Provide Quality Level C to identify overhead utilities on the project and provide the overhead utility information on the SUE plan sheets.

#### Level B (includes tasks as described for Quality Level C)

- Select and apply appropriate surface geophysical method(s) to search for and detect subsurface utilities within the project limits, and/or to trace a particular utility line or system.
- Based on an interpretation of data, mark the indications of utilities on the ground surface for subsequent survey. Utilize paint or other method acceptable for marking of lines.
- Unless otherwise directed, mark centerline of single-conduit lines, and outside edges of multi-conduit systems.

- Resolve differences between designated utilities and utility records and surveyed appurtenances.
- Recommend additional measures to resolve differences if they still exist. Recommendations may include additional or different surface geophysical methods, exploratory excavation, or upgrade to Quality Level A data.
- As an alternative to the physical marking of lines, the ENGINEER may, with TRWD's approval, utilize other means of data collection, storage, retrieval, and reduction, that enables the correlation of surface geophysical data to the project's survey control.

## **ASSUMPTIONS**

- Photogrammetric mapping and LIDAR based topography will be provided by TRWD.
- Detailed Topographic design survey is for select areas where surface disturbance and surface restoration is anticipated, at this time we anticipate roughly ½ of the scope will receive supplemental detailed design surveying.
- Property Boundary research includes review of property/right-of-way records based on current internet based Tarrant Appraisal District (TAD) information available at the start of the project and available on-ground property information (i.e. iron rods, fences, stakes, etc.). It does not include effort for chain of title research, parent track research, additional research for easements not included in the TAD, right-of-way takings, easement vacations and abandonments, right-of-way vacations, and street closures.
- SUE Level B provided throughout the project scope

## **DELIVERABLES**

- A. Copies of field survey data and notes signed and sealed by a licensed surveyor.
- B. Drawing of the project layout with dimensions and coordinate list.
- C. SUE plan drawings sealed by a professional engineer registered in the State of Texas.
- D. Survey and SUE data will be provided in PDF and GIS formats

## **TASK 3. CONCEPTUAL DESIGN (30 PERCENT).**

The Conceptual Design shall be submitted to TRWD per the approved Project Schedule.

The purpose of the conceptual design is for the ENGINEER to identify, develop, communicate through the defined deliverables, and recommend the design concept that successfully addresses the design problem, and to obtain the TRWD's endorsement of this concept. ENGINEER will utilize concepts and criteria contained in the current TRWD standards for conceptual planning and design including conceptual illumination, landscape and trail improvements.

ENGINEER will develop the conceptual design of the infrastructure as follows.

### **3.1. Data Collection**



- In addition to data obtained from the TRWD, ENGINEER will research and make efforts to obtain pertinent information to aid in coordination of the proposed improvements with any planned future improvements that may influence the project. ENGINEER will also identify and seek to obtain data for existing conditions that may impact the project including; utilities, agencies (TxDOT and railroads), TRWD Master Plans, and property ownership as available from the Tax Assessor's office.

### 3.2 Pre-Project Site Photometric Survey

- To determine pre-project existing light level throughout the project scope limits to be utilized as a basis of design and impact of the proposed improvements.
- Will include GPS light logger for site survey and transposing to map.

### 3.3 The Conceptual Design Package shall include the following:

- Conceptual cover and index of sheets including project limits, area location map and beginning and end station limits.
- SUE Plan sheets sealed by a licensed professional engineer registered in the State of Texas.
- Conceptual trail illumination plans showing proposed locations of pedestrian lights identifying fixture types. Included in this effort lighting alternatives will be developed utilizing solar fixtures as well as traditional line voltage installations providing alternatives to provide the desired lighting levels and security improvements throughout the trail segments. Also included in this effort is photometric analysis and security coverage of each alternative to ensure that the lighting provided meets both the desired lighting level for safety and visibility as well as minimizing the impacts to the adjacent property owners. This phase is expected to have a high coordination and research to provide TRWD with options that can be used for future sites. Future Conceptual phases would not be expected to have this level of research and coordination.
- Conceptual landscaping improvements will be providing identifying locations of potential tree plantings throughout the trail segment within the project.
- Conceptual trail improvements will be identified with conceptual horizontal alignments provided. Improvements may include but are not limited to:
  - Concrete trail extensions and supplemental trail segments
  - Improvements to the Riverglen Trail head including security lighting.
- QAQC checklists

### 3.4 Project Decision Log

- The ENGINEER shall prepare a project decision log identifying resolutions to previously identified conflicts and design challenges.

### 3.5 Construction Opinion

- The ENGINEER shall prepare an opinion of probable construction cost consistent with the TRWD's standard bid items were possible.

#### **ASSUMPTIONS**

- 2 Pedestrian lighting and security alternatives will be developed.
- 0 sets of 22x34 size hard copy plans will be delivered for the 30% design.
- 0 sets of 11x17 size hard copy plans will be delivered for the 30% design.
- PDF files created from design CAD drawings will be digitally submitted to the TRWD.
- ENGINEER shall not proceed with Preliminary Design activities without written approval by the TRWD of the Conceptual Design Package.
- 1 Concept Design Review Meeting w/ TRWD Staff

#### **DELIVERABLES**

- A. Conceptual Design Package (pdf format)

### **TASK 4. PRELIMINARY DESIGN (60 PERCENT).**

Preliminary plans and specifications shall be submitted to TRWD per the approved Project Schedule.

ENGINEER will develop the preliminary design of the infrastructure as follows.

#### 4.1 Development of Preliminary Design Drawings and Specifications shall include the following:

- Preliminary cover and index of sheets including project limits, area location map and beginning and end station limits
- A Project Control Sheet, showing all Control Points, used or set while gathering data. Generally on a scale of not less than 1:200. The following information shall be indicated for each Control Point: Identified (existing TRWD Monument #8901, PK Nail, 5/8" Iron Rod); X, Y and Z Coordinates, in an identified coordinate system, and a referred bearing base. Z coordinate on TRWD Datum only; descriptive location (i.e. set in the centerline of the inlet in the South curb line of North Side Drive at the East end of radius at the Southeast corner of North Side Drive and North Main Street).
- SUE plan drawings.
- Preliminary Trail Illumination

- The ENGINEER shall provide illumination layout plans, electrical circuit plans and details for trail lighting system. These plans shall include trail illumination as well as at all other locations that are required to meet TRWD standards for spacing. The design shall provide clearance of all horizontal or vertical conflicts (above or below ground or overhead) that would prevent the location of any foundations, poles, or luminaires. The ENGINEER shall tabulate all quantities and provide specifications. Lighting poles, fixtures, and attachment details shall be designed per TRWD's guidelines and as previously approved and coordinated through the Conceptual Phase. The plans shall include, but not be limited to, the following; pole heights and types, pole locations, circuitry routing and other pertinent conduit information for lighting, signal and IT needs, junction box type and locations, electrical panel location and subsidiary panel information, etc. Any wiring diagrams and labeling protocols required shall be in conformance with the TRWD's requirements.
- The ENGINEER will meet with the TRWD in the field to discuss the electric service for proposed trail lighting, if Solar options are not viable. All existing and proposed utilities, pavement widths, lane configurations, and traffic control devices will be determined based on field observations and the record drawings provided by the TRWD.
- Preliminary Landscape Improvements
  - The ENGINEER shall provide landscape improvement plans for the trail segments. These plans shall include tree planting along the trail.
- Preliminary Trail Improvements
  - Updated trail plan and profile sheets displaying station and coordinate data for all horizontal alignment P.C.'s, P.T.'s, P.I.'s; station and elevation data of all vertical profile P.C.'s, P.T.'s, P.I.'s, low points, and high points; lengths of vertical curves, grades, K values, e, and vertical clearances where required.
  - Updated trail cross section sheets displaying existing and proposed grades, pavement section.
  - Updated site grading plans
  - No less than two benchmarks plan/profile sheet.
  - Bearings given on all proposed centerlines, or baselines.
  - Station equations relating utilities to paving, when appropriate.
  - Preliminary trail details to include, but not limited to pavement details, pavement connections, drainage details.
  - Preliminary erosion control plan and details.

## 4.2 Public Meeting

After the preliminary plans have been reviewed and approved by the TRWD, the ENGINEER shall prepare project exhibits, and attend one (1) public meeting to help explain the proposed project to residents. The TRWD shall select a suitable location,

time and date. The Engineer needs to coordinate with the TRWD's project manager to format the mailing list of all affected property owners accordingly.

#### 4.3. Utility Clearance

- The ENGINEER will consult with the TRWD, City's Public Works and Transportation Department, Water Department, and other public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. ENGINEER will design TRWD facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs.

#### 4.4 Project Decision Log

- The ENGINEER shall prepare a project decision log identifying resolutions to previously identified conflicts and design challenges.

#### 4.5 Construction Opinion

- The ENGINEER shall prepare an opinion of probable construction cost consistent with the TRWD's standard bid items were possible and submit this opinion to the TRWD.

### **ASSUMPTIONS**

- 0   sets of   22 x 34   size hard copy plans will be delivered for the 60% design.
- 0   sets of   11 x 17   size hard copy plans will be delivered for the 60% design.
- 0   sets of hard copy specifications will be delivered for the 60% design.
- PDF files created from design CAD drawings will be uploaded to the TRWD
- All submitted documents and checklists will be uploaded to the TRWD.
- The ENGINEER shall provide supplemental the technical specifications as needed.
- 0   sets of full size hard copy drawings will be delivered for Utility Clearance.
- 1   Preliminary Design Review Meeting with TRWD Staff
- ENGINEER shall not proceed with Final Design activities without written approval by the TRWD of the Preliminary Design plans.

### **DELIVERABLES**

- A. Preliminary Design drawings, supplemental technical specifications and detailed bid items lists for use in bidding documents. (pdf format)
- B. Estimates of probable construction cost

### C. QA/QC Checklist

#### **TASK 5. FINAL DESIGN (90 PERCENT) AND FINAL CONSTRUCTION DOCUMENTS (100 PERCENT).**

Upon approval of the Preliminary plans, ENGINEER will prepare construction plans as follows:

- 5.1. Final draft construction plans (90%) and supplemental technical specifications shall be submitted to TRWD per the approved Project Schedule.
- 5.2. Following a 90% construction plan review meeting with the TRWD, the ENGINEER shall submit Final Plans (100%) to the TRWD per the approved Project Schedule. Each plan sheet shall be stamped, dated, and signed by the ENGINEER registered in State of Texas.
- 5.3 Project Decision Log
  - The ENGINEER shall prepare and submit a project decision log identifying resolutions to previously identified conflicts and design challenges with both the 90% and 100% design packages.
- 5.4 Construction Opinion
  - The ENGINEER shall prepare and submit an opinion of probable construction cost consistent with the TRWD's standard bid items where possible and submit this opinion to the TRWD with both the 90% and 100% design packages.

#### **ASSUMPTIONS**

- 0   sets of   22 x 34   size hard copy plans will be delivered for the 90% design.
- 0   sets of   11 x 17   size hard copy plans will be delivered for the 90% design.
- 0   sets of hard copy specifications will be delivered for the 90% design.
- A PDF file for the 90% Design will be created from design CAD drawings and will be uploaded to the TRWD.
- 0   Final Design Review meeting and site visit with TRWD Staff
- 0   sets of   22 x 34   size plans will be delivered for the 100% design.
- 1   sets of   11 x 17   size plans will be delivered for the 100% design.
- 1   sets of hard copy specifications will be delivered for the 100% design.
- A PDF file for the 100 % Design will be created from design CAD drawings and will be uploaded to the TRWD.

#### **DELIVERABLES**

- A. 90% construction plans, supplemental technical specifications and detailed bid items lists for use bidding documents. (pdf format)
- B. 100% construction plans supplemental technical specifications and detailed bid items lists for use in bidding documents. (pdf format)

C. Detailed estimates of probable construction costs including summaries of bid items and quantities using the TRWD's standard bid items and format (pdf format).

D. CAD base files with accompanying surface models in .XML and GIS format

#### **TASK 6. PERMITTING.**

ENGINEER will provide permitting support for the TRWD to obtain any and all agreements and/or permits normally required for a project of this size and type, as follows

##### **6.1 Texas Department of Licensing and Regulation (TDLR)**

- Identify and analyze the requirements of the Texas Architectural Barriers Act, Chapter 68 Texas Administrative Code, and become familiar with the governmental authorities having jurisdiction to approve the design of the Project.
- ENGINEER is responsible for providing plans that are in compliance with TDLR requirements.
- Submit construction documents to the TDLR
- Completing all TDLR forms/applications necessary
- Obtain the Notice of Substantial Compliance from the TDLR
- Request an inspection from TDLR or a TDLR locally approved Registered Accessibility Specialist no later than 30 calendar days after construction substantial completion. Advise the TRWD in writing of the results of the inspection.
- Responding to agency comments and requests
- All costs associated with TDLR plan review and inspections are to be paid by the ENGINEER during the course of the project.

##### **6.2 Storm Water Pollution Prevention Plan**

- For projects that disturb an area greater than one (1) acre, the Contractor will be responsible for preparing and submitting the Storm Water Pollution Prevention Plan (SWPPP) with appropriate regulatory agencies. The Engineer will prepare the iSWM Construction Plan according to the current Federal, State and Local Criteria which will be incorporated into the SWPPP by the contractor.

#### **ASSUMPTIONS**

- Environmental services including waters of the US delineation and USACE permit coordination will be provided by and performed by TRWD staff.
- Flood Study efforts related to permitting needs will be provided by and performed by TRWD staff.
- Flood Plain Development Permit Fees are excluded from this scope of work.
- Permit preparation will begin after approval of the Conceptual Design.

## **DELIVERABLES**

- A. Copies of Permit Applications
- B. Copies of Approved Permits

## **TASK 7. BID PHASE SERVICES.**

ENGINEER will support the bid phase of the project as follows.

### **7.1. Bid Support**

The ENGINEER shall upload all plans and contract documents onto the TRWD's document management system for records.

- Project Manual shall be uploaded in a single PDF file as well as individual files as required to be included in the TRWD's procurement portal.
- Bid Proposal Document of the Contract documents shall be uploaded in a file format of filename extension ".xls".
- Unit Price Proposal documents are to be created utilizing the TRWD's standard bid items and combined in a specified spreadsheet workbook, Bid Proposal Worksheet Template, that will be populated and configured so that all pages are complete and the Summary Worksheet(s) in the workbook detail and automatically summarize the totals from the inserted Unit Price Proposal document worksheets.
- Plan Sets are to be uploaded to the TRWD's document management system in PDF format. The PDF will consist of one file of the entire plan set.
- The ENGINEER will coordinate with the PM to respond to Vendor Discussions (RFI) and issue Public Notices (addenda) when necessary. The ENGINEER will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidder's questions and requests in the form of addenda. The ENGINEER will coordinate with the TRWD PM to upload all approved addenda.
- Attend the pre-bid conference in support of the TRWD.
- Assist the TRWD in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.
- When substitution prior to award of contracts is allowed in the contract documents, the ENGINEER will advise the TRWD as to the acceptability of alternate materials and equipment proposed by bidders.
- Review all materials received from bidders/proposers, assist the TRWD in evaluating them, and recommend award of the contract. A copy of all submitted materials is to be uploaded into the project's Bid Results folder on the TRWD's document management system (eBuilder)

- The Engineer will compile all received bid and provide a bid tabulation and letter of award recommendation

## 7.2 Final Conformed Design Drawings

- Final conformed Design Drawings and Specifications incorporating all addenda and other bid phase modifications shall be submitted as an **Adobe Acrobat PDF format** file.

## ASSUMPTIONS

- The project will be bid only once and awarded to one contractor.
- 0 sets of 22 x 34 size hard copy plans (conformed, if applicable) will be delivered to the TRWD.
- 0 sets of 11 x 17 size hard copy plans (conformed if applicable) will be delivered to the TRWD.
- PDF files will be uploaded to the TRWD.

## DELIVERABLES

- A. Construction documents (conformed, if applicable)
- B. Bid Tabulation
- C. Letter of Award Recommendation
- D. CAD and GIS base files with accompanying surface models in .XML format

## TASK 8. CONSTRUCTION PHASE SERVICES.

ENGINEER will support the construction phase of the project as needed on an hourly basis as follows.

### 8.1 Construction Support

- The ENGINEER shall attend the preconstruction conference.
- The ENGINEER shall visit the project site at requested intervals as construction proceeds to observe and report on progress.
- As requested by the TRWD, the ENGINEER shall provide necessary interpretations and clarifications of contract documents and make recommendations as to the acceptability of the work.
- The ENGINEER shall attend the “Final” project walk through and assist with preparation of final punch list.

### 8.2 Post-Project Site Photometric Survey

- To determine post-project lighting levels throughout the project scope limits to be utilized as a basis of design and impact of the proposed improvements and verification of design for application on future projects.
- Will include GPS light logger for site survey and transposing to map.



### 8.3 Record Drawings

- The ENGINEER shall prepare record drawings from information provided by the TRWD depicting any changes made to the Final Drawings during construction. The following information shall be provided by the TRWD:
  - As-Built Survey
  - Red-Line Markups from the Contractor
  - Red-Line Markups from TRWD Inspector
  - Copies of Approved Change Orders
  - Approved Substitutions
- 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.
- The following or similar 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.
- The ENGINEER shall submit a set of sealed Final Drawings, modified and stamped as Record Drawings, on mylar for record storage. The ENGINEER may keep copies of the information provided by the TRWD for their files, but all original red-lined drawings shall be returned to the TRWD with the mylars.

### **ASSUMPTIONS**

- 1 Preconstruction conference is assumed
- 2 construction period site visits are assumed.
- 2 RFI's are assumed.
- 1 Final Walkthrough is assumed

### **DELIVERABLES**

- A. Response to Contractor's Request for Information
- B. Final Punch List items
- C. Record Drawings

## **TASK 9. ADDITIONAL SERVICES NOT INCLUDED IN THE SCOPE OF SERVICES**

**Additional Services not included in the existing Scope of Services** – TRWD and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon the TRWD's written request. Any additional amounts paid to the ENGINEER as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Negotiation of easements, TROEs or property acquisition.
- Geotechnical engineering reporting and recommendations
- Traffic engineering analysis and recommendations
- Environmental services
- Hydrologic and Hydraulic studies for floodplain services
- CLOMR/LOMR services for floodplain reclamation services
- Services related to coordination with USACE and City of Fort Worth for permit review and approvals
- Services related to development of the TRWD's project financing and/or budget.
- Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.
- Construction management and inspection services
- Performance of materials testing or specialty testing services.
- Services necessary due to the default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement and inspection after final completion.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the TRWD.
- Performance of miscellaneous and supplemental services related to the project as requested by the TRWD.

## **TARRANT REGIONAL WATER DISTRICT**

### **AGENDA ITEM 13**

**DATE:** August 19, 2025

**SUBJECT:** **Vote to Place a Proposal to Adopt a Tax Year 2025 Tax Rate of \$.0265/\$100 on the Agenda of the September 16, 2025, Board of Directors Meeting**

**Establish a Date for a Public Hearing to be Held September 10, 2025, at 9:30 AM on the Proposed Tax Year 2025 Tax Rate of \$.0265/\$100**

**FUNDING:** N/A

#### **RECOMMENDATION:**

Management recommends the Board vote to place a proposal to adopt a tax year 2025 tax rate of \$.0265/\$100 on the agenda of the September 16, 2025 Board of Directors Meeting.

Management also recommends establishing the date for a public hearing to be held September 10, 2025 at 9:30 AM on the proposed tax year 2025 tax rate of \$.0265/\$100.

#### **DISCUSSION:**

In accordance with both the Texas Water Code and the Texas Tax Code, the Board must vote to place a proposal to adopt the tax year 2025 tax rate on the agenda of the September 16, 2025 Board Meeting.

Prior to the adoption of the tax rate, the District is required to establish a public hearing date, publish a notice titled "Water District Notice of Public Hearing on Tax Rate", and conduct a public hearing.

A sample of the proposed hearing notice is attached for review and will be placed in the Commercial Recorder on September 2, 2025.

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

#### **Submitted By:**

Sandy Newby  
Chief Financial Officer

**DRAFT**

# Water District

## Notice of Public Hearing on Tax Rate

Please be advised that a quorum of the Board of Directors of Tarrant Regional Water District (TRWD) will convene on the below date and time for the purpose of conducting a Public Hearing on the TRWD tax rate. Please be further advised that some members of the Board of TRWD may participate remotely by videoconference.

The link to view and listen to the meeting via internet is

<https://www.trwd.com/boardvideos/>

Citizens may present public comment at this time, limited to three (3) minutes per speaker, unless the speaker addresses the Board through a translator, in which case the limit is 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.

The Tarrant Regional Water District will hold a public hearing on a proposed tax rate for the tax year 2025 on September 10, 2025 9:30 a.m. at 800 East Northside Drive Fort Worth, Texas 76102. Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the tax rate that is adopted and on the change in the taxable value of your property in relation to the change in taxable value of all other property. The change in the taxable value of your property in relation to the change in the taxable value of all other property determines the distribution of the tax burden among all property owners.

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

**FOR** the proposal: \_\_\_\_\_ (names of all members of the

**AGAINST** the proposal: \_\_\_\_\_ governing body and how each

**PRESENT** and not voting: \_\_\_\_\_ voted on the proposed tax rate)

**ABSENT:** \_\_\_\_\_

The following table compares taxes on an average residence homestead in this taxing unit last year to taxes proposed on the average residence homestead this year.

	<b>Last Year</b>	<b>This Year</b>
Total tax rate (per \$100 of value)	<u>0.0267</u> /\$100 Adopted	<u>0.0265</u> /\$100 Proposed
Difference in rates per \$100 of value	\$ <u>-0.0002</u> /\$100	
Percentage increase/decrease in rates(+/-)	<u>-0.75</u> %	
Average appraised residence homestead value	\$ <u>289,918</u>	\$ <u>290,901</u>
General homestead exemptions available (excluding 65 years of age or older or disabled person's exemptions)	\$ <u>0</u>	\$ <u>0</u>
Average residence homestead taxable value	\$ <u>289,918</u>	\$ <u>290,901</u>
Tax on average residence homestead	\$ <u>77.41</u>	\$ <u>77.09</u>
Annual increase/decrease in taxes if proposed tax rate is adopted (+/-)	\$ <u>-0.32</u>	
and percentage of increase (+/-)	<u>-0.41</u> %	

## NOTICE OF TAXPAYERS' RIGHT TO ELECTION TO REDUCE TAX RATE

If the district adopts a combined debt service, operation and maintenance, and contract tax rate that would result in the taxes on the average residence homestead increasing by more than eight percent, the qualified voters of the district by petition may require that an election be held to determine whether to reduce the operation and maintenance tax rate to the voter-approval tax rate under Section 49.23603, Water Code.

**The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.**



## **TARRANT REGIONAL WATER DISTRICT**

### **AGENDA ITEM 15**

**DATE:** August 19, 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; and

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

#### **DISCUSSION:**

- Pending litigation
- Real property issues

#### **Submitted By:**

Stephen Tatum  
General Counsel





## Next Scheduled Board Meetings

September 10, 2025 at 9:30 AM (Special Called Meeting)

September 16, 2025 at 9:00 AM