

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 27th Day of March 2026 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>.**

1. Pledges of Allegiance

2. Public Comment

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

3. Consider Approval of the Minutes from the Meeting Held on February 17, 2026

4. Consider Approval of Consent Agenda

All items listed on the consent agenda are considered to be regular, routine, and ministerial items that require little or no discussion. Therefore, in the interest of efficiency there will be no separate discussion of these items and the board will act on them through one motion and vote. If a board member wishes for an item to be discussed and considered individually, upon the board member's request the item will be removed from the consent agenda and considered separately.

- Consider Approval of Change in Calculation of Retainage to BAR Constructors, Inc. for the Kennedale Balancing Reservoir Yard Piping and Inlet and Outlet Modifications Project**

- **Consider Approval of Contract with Rexa, Inc. for the Purchase of Two (2) Hydraulic Valve Actuators Located in the Joe B. Hogsett Dam at Cedar Creek Reservoir**
 - **Consider Approval of Contract Amendment with Zone Industries for Additional Repairs on Hitachi Pump at Benbrook Booster Pump Station 2**
5. **Consider Approval of Contract with BAR Constructors, Inc. for Dallas Phase 3 Construction of Lake Palestine Pump Station Package 2 of the Integrated Pipeline Project - Ed Weaver, IPL Program Manager**
 6. **Consider Approval of Contract Amendment with CH2M Hill Engineers, Inc. for Construction Phase Engineering Services for Lake Palestine Pump Station Package 2 of the Integrated Pipeline Project - Ed Weaver, IPL Program Manager**
 7. **Consider Approval of Credit Change Order with McKee Utility Contractors Inc. for the Cedar Creek Section 2 Pipeline Replacement Phase 1B - Jason Gehrig, Infrastructure Engineering Director**
 8. **Consider Approval of Change Order with Gadberry Construction for Air Handler Unit Controller Modifications and Approval of an Owner-Controlled Contingency for the Electrical Room Cooling Improvements Project at the Richland-Chambers High-Capacity Pump Station in Waxahachie - Jason Gehrig, Infrastructure Engineering Director**
 9. **Consider Adoption of Resolution to Establish Developer Regulations for Community Facilities Agreements and Future Improvement Agreements to Govern Developer Construction of Public Infrastructure - Susan Alanis, Panther Island Program Director**
 10. **Consider Approval of Contract Amendment with Lawn Patrol for Pipeline Right of Way Mowing - Darrell Beason, Chief Operations Officer**
 11. **Consider Appointment of Trinity River Vision Authority Director - Stephen Tatum, General Counsel**
 12. **Presentations**
 - **Water Resources - Rachel Ickert, Chief Engineering Officer**
 13. **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

- 14. Consider Approval of Authorization of Demolition of Improvements Located on Integrated Pipeline Project Parcel No. 847 - Mick Magure, Chief Administrative Officer**
- 15. Consider Approval of Extension of Central City Office Lease - Steve Christian, Real Property Director**
- 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 17th DAY OF FEBRUARY 2026 AT 9:00 A.M.

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

Present
Leah King
Paxton Motheral
C.B. Team
Skylar O'Neal
Johnathan Killebrew

Also present were Dan Buhman, Susan Alanis, Jacob Asay, Darrell Beason, Lisa Cabrera, Ellie Garcia, Jason Gehrig, Zach Hatton, Zachary Huff, Rachel Ickert, Laramie LaRue, Mick Maguire, Matt Mancino, Sandy Newby, Stephen Tatum and Ed Weaver of the Tarrant Regional Water District (District or TRWD).

1.

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

2.

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

3.

Director Team moved to approve the minutes from the meeting held on January 20, 2026. Director Killebrew seconded the motion, and the votes were 5 in favor, 0 against. It was accordingly ordered that these minutes be placed in the permanent files of the District.

4.

With the recommendation of management, Director Killebrew moved to approve a change in the calculation of retainage being held for Traylor-Sundt Joint Venture to the amount of \$2,860,055.23, equal to two times the amount of the remaining work in the contract, for achieving project substantial completion for Section 19 Long Tunnel of the Integrated Pipeline Project. All remaining contract payments will be made in full. However, any additional changes to the contract price by change order will require adjustment to the retainage schedule and final contract amount. 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 Team seconded the motion, and the votes were 5 in favor, 0 against.

5.

With the recommendation of management, Director Team moved to approve a change in the calculation of the retainage being held for BAR Constructors, Inc. to the amount of \$293,219.85, equivalent to 2.5% of the contract price, for Cedar Creek Section II Pipeline Replacement Phase 1A. All remaining contract payments will 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. 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 5 in favor, 0 against.

6.

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

contract amendment in the amount of \$1,407,720 with Freese & Nichols Inc. for design of a one-mile pipeline to supply Westside Water Treatment Plant, for design modifications to the Eagle Mountain Outlet Structure, and to modify piping at the Eagle Mountain Balancing Reservoir. The current contract amount is \$8,895,932 and the revised not-to-exceed contract amount, including this contract amendment, will be \$10,303,652. Funding for this item is included in the Bond Fund. Director Killebrew seconded the motion, and the votes were 5 in favor, 0 against.

7.

With the recommendation of management, Director Team moved to approve a contract with SEDALCO, Inc. in the amount of \$58,293,776, along with an Owner's Contingency of 5% (\$2,914,776) to address unforeseen conditions, with the understanding that these contingency funds may not be fully expended, for a total authorization of \$61,208,465 for the construction of the TRWD Fort Worth Operations Compound. 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 5 in favor, 0 against.

8.

With the recommendation of management, Director Killebrew moved to approve renewal of the District's annual subscription to the Water Research Foundation in the amount of \$270,298. In addition, the General Manager or his designee is granted authority to renew the annual subscription for an additional four (4) years in an amount not-to-exceed \$280,000 per year to account for increased subscription costs over time

and contingent upon the Board's approval of the District's annual Fiscal Year Budget. Funding for this item is included in the Fiscal Year 2026 Revenue Fund Budget. Director O'Neal seconded the motion, and the votes were 5 in favor, 0 against.

9.

With the recommendation of management, Director Team moved to approve a resolution authorizing the issuance, sale, and delivery of the Tarrant Regional Water District, a Water Control and Improvement District, Water System Revenue Refunding and Improvement Bonds, Series 2026, pledging revenues for the payment of the bonds, approving an official statement, and authorizing other instruments and procedures relating thereto. The resolution authorizes the total amount of bonds to be issued in an amount not-to-exceed \$350,000,000. Director Motheral seconded the motion, and the votes were 5 in favor, 0 against.

10.

Presentations

- Water Resources presented by Rachel Ickert, Chief Engineering Officer
- Fly Fishers International Award presented by Darrell Beason, Chief Operations Officer

The Board of Directors recessed for a break from 9:36 a.m. to 9:44 a.m.

11.

The Board next held an Executive Session commencing at 9:44 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 on Panther Island.

Upon completion of the executive session at 10:12 a.m., the President reopened the meeting.

12.

There were no future agenda items approved.

13.

The next board meeting was scheduled for March 27, 2026.

14.

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

President

Vice President

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 4

DATE: March 27, 2026

SUBJECT: Consider Approval of Consent Agenda

RECOMMENDATION:

Management recommends approval of the Consent Agenda.

Item: Consider Approval of Change in Calculation of Retainage to BAR Constructors, Inc. for the Kennedale Balancing Reservoir Yard Piping and Inlet and Outlet Modifications Project

Vendor: BAR Constructors, Inc.

Amount: \$1,026,915.15, equivalent to 2.5% of the contract price
Bond Fund

Reviewed by: Construction and Operations Committee

Management recommends a change in the calculation of the retainage being held for BAR Constructors, Inc. to 2.5% of the contract price. All remaining contract payments will 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.

BAR Constructors, Inc. achieved substantial completion on February 4, 2026. The total current contract price is \$41,076,605.90 with total retainage held to date at \$2,053,830.30. With approval, \$1,026,915.15, equivalent to 2.5% of the contract price, will be retained until final completion of the project.

BAR Constructors, Inc.'s performance has been satisfactory to date and is working toward an anticipated final completion in 2026. BAR Constructors, Inc. has provided written consent of its Surety to the reduction in retainage. Project Staff is requesting permission to cease retainage on future payments and hold retainage equal to 2.5% of the Contract Price.

The construction management team's recommendation to change the calculation of the retainage being held and Consent of Surety to Reduction in Retainage are attached.

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

Item: Consider Approval of Contract with Rexa, Inc. for the Purchase of two (2) Hydraulic Valve Actuators Located in the Joe B. Hogsett Dam at Cedar Creek Reservoir

Vendor: Rexa, Inc.

Amount: Not-to-exceed \$333,024
Fiscal Year 2026 Revenue Fund

Reviewed by: Construction and Operations Committee

This contract with Rexa, Inc. is for the purchase one (1) actuator for a 60” pivot valve and one (1) actuator for a 60” gate valve. Both are replacements for existing actuators located in the low flow outlet of the Joe B. Hogsett Dam.

The District’s Asset Management Program determined that the two (2) actuators no longer meet operational standards. Having been in service since the reservoir’s construction 60 years ago, they are now considered obsolete due to age and lack of available support.

The actuators operate valves located on the 60” pipe in the low flow outlet of the dam and are essential to providing water delivery to the City of Trinidad.

Rexa, Inc., a recognized industry leader, estimates a delivery time of approximately twenty-eight (28) weeks for the new actuators and all supporting components. Installation will be completed in-house by District staff from the pipeline and reservoir departments and is expected to take about two (2) weeks.

Requests for Proposals were solicited (four vendors were contacted directly) per statute (Texas Local Government Code Chapter 252) and two (2) proposals were received. The evaluation team determined that Rexa, Inc. submitted the proposal providing the best value to the District.

Item: Consider Approval of Contract Amendment with Zone Industries for Additional Repairs on Hitachi Pump at Benbrook Booster Pump Station 2

Vendor: Zone Industries

Amount: \$18,500 (with this amendment, the final cost of the project is \$156,500)
Fiscal Year 2026 Revenue Fund

Reviewed by: Construction and Operations Committee

As part of the District’s preventative maintenance program, Pump #3 at the Benbrook Booster Pump Station 2 was identified for a preventative overhaul to avoid failure and extensive damage. This is the second of four pumps at this station to undergo a

preventative overhaul based on run time and observed wear, particularly on the wear sleeve. This pump was selected due to visible wear identified during inspection.

The pump was installed in May 2008 and has accumulated approximately 30,000 hours of run time. Industry best practice supports performing a preventative overhaul at this stage to replace wear components and inspect for additional deterioration, thereby reducing the risk of unexpected downtime and costly emergency repairs.

The original approved repair quote was \$138,000. During teardown, Zone identified significant cavitation damage to the case ring, damage that exceeds normal wear and tear. This condition, if left unaddressed, would likely have resulted in pump failure and more extensive damage. The additional repairs will bring the total cost of the project to \$156,500.

The project was competitively bid, and multiple bidders submitted proposals. The contract was awarded to Zone Industries.



Memo

TO: Donna Stephens
FROM: Mark Lyon
COPY: Robert Allen
DATE: March 4, 2026
SUBJECT: Consider Approval of a Change in Calculation of Retainage for BAR Constructors, Inc. on KBR3E KBR Yard Piping and Inlet and Outlet Modifications.

BAR Constructors, Inc. reached the Substantial Completion milestone for the referenced project on February 4, 2026. In accordance with the terms of the Agreement, the District can, under these circumstances, change the calculation of the retainage being held. It is being requested to hold retainage to the amount representing 2.5% of the total Contract Price if they determine that the amount retained is adequate for the protection of the District.

The current Contract Price and amount subject to retainage is \$41,076,605.90. The District currently holds a total of \$2,053,830.30. It is recommended that District hold retainage in the amount of \$1,026,915.15 until the Project is complete. The amount of retainage will be adjusted if any changes are made to the Contract Price by Change Order or alternate base bid work for the Project.

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

The Consent of Surety to Reduction in Retainage is attached.

Project:	<u>KBR Yard Piping and Inlet and Outlet Modifications (KBR3E)</u>	Project Number:	<u>21-147</u>
Owner:	<u>Tarrant Regional Water District</u>		
Contractor:	<u>BAR Constructors, Inc.</u>		<u>289</u>
Engineer:	<u>Freese and Nichols, Inc.</u>		<u>TCW22114</u>

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

Surety Company agrees to the reduction in retainage to \$ 1,026,915.15 (2.5%)

Date: March 4, 2026

Name of Surety Company: Hartford Fire Insurance Company

Signature: *Dawn Davis*
 Authorized Representative

Title: Dawn Davis, Attorney-in-Fact

Address: 3000 Internet Drive, #600
Frisco, TX 75034

Email: dawn.davis@marshmma.com

(Attach Power of Attorney and place surety seal below)



POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
 BOND, T-11
 One Hartford Plaza
 Hartford, Connecticut 06155
 Bond.Claims@thehartford.com
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MARSH & MCLENNAN AGENCY LLC
 Agency Code: 46-461496

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Ashlie Atkins, Mistie Beck, Edward R. Bowles, Dawn Davis, Walter J. DeLaRosa, Donnie Doan, Christen Tyner of DALLAS, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
 My Commission HH 122280
 Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 4, 2026

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

Partial Utilization of Work

Project	<u>KBR Yard Piping and Inlet and Outlet Modifications (KBR3E)</u>	Project Number
Owner	<u>Tarrant Regional Water District</u>	<u>21-147</u>
Contractor	<u>BAR Constructors, Inc.</u>	<u>289</u>
Construction Manager	<u>Freese and Nichols, Inc.</u>	<u>TCW22114</u>
Design Professional	<u>Freese and Nichols, Inc</u>	<u>TCW22114</u>

The Work being accepted under partial utilization provisions of the Contract Documents has been inspected by authorized representatives of the Owner's Project Team and Contractor and the part of the Project described below is deemed to be substantially complete in accordance with the Contract Documents on the date indicated. A List of Deficiencies describing items required to be corrected for Final Completion of this Work is attached. The failure to include an item on the list does not alter the responsibility of the Contractor to complete the Work in accordance with the Contract Documents.

The following Work is considered to be substantially complete as of this date December 2, 2025

The following Work is accepted under the Partial Utilization provisions of the Contract:

- KBR3E Yard piping for conveyance

The Owner's and Contractor's responsibilities for this portion of the Work, if not otherwise stated in the Contract Documents, are as follows:

Item	Owner	Contractor
Security		X
Utilities		X
Insurance		X
Maintenance		X
Operations		X
Other		X

Recommended by Design Professional

Andrew R 12/9/2025
Name Date

Accepted by Contractor

Arute Anubey 12/11/25
Name Date

Recommended by Construction Manager

Mal Z 12/02/2025
Name Date

Approved by Owner

Name Date

Certificate of Substantial Completion

Project:	<u>KBR Yard Piping and Inlet and Outlet Modifications (KBR3E)</u>	Project Number:	<u>21-147</u>
Owner:	<u>Tarrant Regional Water District</u>		<u>289</u>
Contractor:	<u>BAR Constructors, Inc.</u>		<u>TCW22114</u>
Engineer:	<u>Freese and Nichols, Inc.</u>		

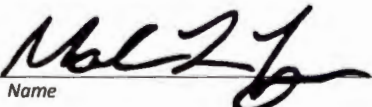
The Work performed under this Contract has been inspected by authorized representatives of the Owner's Project Team and Contractor and the Project (or part of as described below) is deemed to be substantially complete in accordance with the Contract Documents on the date indicated below. A tentative list of items to be corrected is appended to this certificate as Attachment "A". The failure to include an item on the list does not alter the responsibility of the Contractor to complete the Work in accordance with the Contract Documents.

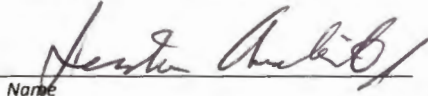
The following Work is considered to be substantially complete as of this date: 02/04/2026
 All Work Portions of Work as specified below

The following portions of the Project were offered for use under the Partial Utilization provisions of the Contract:
 Yard Piping
 Electrical

The Owner's and Contractor's responsibilities, if not otherwise stated in the Contract Documents are as follows:

<u>Item</u>	<u>Owner</u>	<u>Contractor</u>
Security	_____	X
Maintenance	_____	X
Utilities	_____	X
Insurance	_____	X
_____	_____	_____
_____	_____	_____

Recommended by: PCM

 Name _____ Date 02/04/2026

Accepted by: Contractor

 Name _____ Date 02/10/26

Approved by: Owner

 Name _____ Date _____



Final Scoring Sheet

26-058 CC Dam Valve House Accumulator

Technical Quality Criteria	Total Points Available	Municipal Valve & Equipment	REXA
Contract Price	40.00	26.15	40.00
	Price	\$509,354.00	\$333,024.00
Experience Completing Similar Projects	25.00	25.00	25.00
Project Delivery Approach	25.00	18.00	25.00
	Lead Time	38 wks	28 wks
References	10.00	10.00	10.00
Total	100.00	79.15	100.00

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 5

DATE: March 27, 2026

SUBJECT: Consider Approval of Contract with BAR Constructors, Inc. for Dallas Phase 3 Construction of Lake Palestine Pump Station Package 2 of the Integrated Pipeline Project

FUNDING: Dallas Bond Fund

RECOMMENDATION:

Management recommends approval of a contract **in the amount of \$131,103,528** with BAR Constructors, Inc. (BAR) for construction of the Lake Palestine Pump Station and Intake, Package 2 - pump station, chemical feed facilities and Owner Furnished Equipment installation.

DISCUSSION:

BAR is constructing the first phase (Package 1) of the Lake Palestine intake pump station, which is the intake channel and pump station wet well. That work is on schedule to be completed by the beginning of April 2026. The Package 2 contract includes site work, the pump station, chemical storage and chemical feed facilities, conveyance piping and appurtenances, Owner Furnished Equipment installation, and all supporting mechanical, electrical, instrument, control, security, communications, and civil systems.

Competitive sealed proposals were received from two prequalified Offerors on January 15, 2026. The proposals were evaluated by the IPL Project selection team, consisting of both Dallas Water Utilities and TRWD personnel. The evaluation determined that BAR's proposal is the best value to both the District and the City of Dallas. BAR submitted a proposal that offered the lowest proposed contract price and an acceptable completion date. BAR has successfully performed pipeline and facility project work for the Integrated Pipeline Program and separate water conveyance and facility work for both TRWD and Dallas Water Utilities.

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, Tabulation of Offers Received, and Contracting Summary are attached.

This item was reviewed by the Construction and Operations Committee on March 11, 2026.

Submitted By:

Ed Weaver
IPL Program Manager

Memo



TO: Ed Weaver

FROM: Matt Gaughan

DATE: February 19, 2026

SUBJECT: Recommendation for Award of Contract for Construction of Lake Palestine Lake Pump Station – Package 2 – of the Integrated Pipeline Project to BAR Constructors, Inc.

Competitive sealed proposals were received from two (2) Offerors on January 15, 2026 for the referenced project.

The two (2) Proposals were evaluated by the IPL selection team. Scoring by the selection team was made on the basis of reviews of the Proposals by members of the selection team. The selection team was assisted in their evaluation efforts by reports from the review team made up of IPL staff members charged with review of documents and investigation of references submitted by the Offerors. The results of the selection process are shown in the attached Offeror Evaluation Worksheet.

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

Both proposals received were over budget. Attached is a memo explaining why the budget Opinion of Probable Construction Cost (OPCC) was exceeded. BAR submitted a proposal demonstrating an excellent approach to the project and more qualified key personnel. BAR has successfully completed six (6) IPL projects (Section 15-2 Pipeline, S2x12 Interconnect, S1x10 Interconnect, JCC1 Pump Station Package 1, JCC1 Pump Station Package 2, and LP1 Pump Station Package 1). BAR is currently constructing the open cut portion of the IPL Section 19 Long Tunnel Project, the Section 19-1A Project, the Section 19-2A Project, the KBR Yard Piping and Inlet and Outlet Modifications project and Cedar Creek Section 2 Phase 1a Project. Following initial scoring, negotiations conducted regarding work that was moved from Package 2 into the Package 1 work and reducing overall cost of LP1 Package 2.

It is recommended that a contract be awarded to BAR Constructors, Inc. in the amount of \$131,103,528.00 to construct the Project. Note that this cost incorporates deducting work that is being performed in Package 1.

Tabulation of Offers Received

Project: IPL Lake Palestine Pump Station – Package 2 (LP1)
Owner: Tarrant Regional Water District
Engineer: Jacobs Engineering

Project Number: IPL-CSP-25-138
Date: January 15, 2026

Name of Offeror	Addenda Received	Bid Bond Attached	Total Offer Amount	Substantial Completion Days	Final Completion Days	Comments
BAR Constructors	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$132,540,168.00	996	1,078	Base + Add Alt + Allowances + EW Items
Walsh Const	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$164,232,177.00	1,080	1,140	

IPL Project

IPL Lake Palestine Lake Pump Station – Package 2 (LP1)

Offeror Selection Worksheet

Tabulation of Scoring

Item	Criteria	Points	BAR Constructors	Archer Western
A	Proposed Contract Price and Contract Time		\$132,540,168.00	\$164,232,177.00
	Proposed Contract Price with Approved Alternates		\$131,103,528.00	
	Proposed Substantial Completion Contract Days		996	1080
	Point Value	40	40	32.1
B	Contractor's Approach to the Project	20	19.0	17.2
C	Experience / past performance of Offeror	20	19.4	19.0
D	Experience and qualifications of proposed key personnel	20	19.2	18.8
Total Points			97.6	87.1



Memo

To: Ed Weaver
From: Shelly Hattan, Matt Gaughan, Jonathan Tran, Brett Isbell
Copy: Coy Veach
Date: February 26, 2026
Subject: Explanation of Exceeding Budget for Award of Lake Palestine Package 2

The budget for Lake Palestine Intake Pump Station (LP1) Package 2 was established in November 2019 and was based on the costs of the Integrated Pipeline Cedar Creek Intake Pump Station (JCC1) Package 2 at the time. It was considered conservative since JCC1 has 2 more pump bays and is larger than LP1.

The budget amount was escalated by 4% each year thereafter and adjusted using vendor quotes and industry recognized escalation factors for materials and skilled labor as published by Engineering News Record (ENR). By 2025, the budget Opinion of Probable Construction Cost (OPCC) amount was estimated at \$97,344,184.

When opening the proposals in January 2026, we received two proposals – both exceeding the budget amount. BAR Constructors, Inc. (BAR) submitted a proposal for \$132,540,168 and Archer Western submitted a proposal for \$164,232,177. Proposals were evaluated using the Competitive Sealed Proposal rating criteria resulting in BAR Constructors, Inc. being rated as the Best Value Offeror. BAR's proposal was approximately 36% higher than the budget OPCC amount.

BAR Constructors provided a high-level Schedule of Values (SOV) for major components which is compared to the Budget breakdown is shown in Table 1. The SOV from BAR did not explicitly breakdown the electrical – so some assumptions were made to distribute electrical among major categories. Some of the main differences are in the Pump Station (+\$14M), Chemical Facility (+\$11M), Site Work and Site Elec (+3.8M), Large Diameter Valve Vaults (+\$3.5M) and the Storage Building (+\$2.1M), shaded in tan in Table 1.

Table 1 - LP1 SOV - OPCC versus Bid Result				
Area	LP1-Budget Opinion of Probable Construction Cost	LP1-Bid Schedule of Values	Ratio	Difference
MOB	\$ 2,375,170	\$ 4,225,000	1.78	\$ 1,849,830
Site Work	\$ 3,174,495	\$ 5,460,000	1.72	\$ 3,837,311
Elec Site	\$ 10,068,119	\$ 11,619,925	1.15	
Paving	\$ 3,654,702	\$ 3,200,000	0.88	\$ (454,702)
Pump Station	\$ 39,729,519	\$ 54,985,015	1.35	\$14,270,708
AHU Area	\$ 343,213			
Chilled Water Area	\$ 641,574			
Exposed Header Pipe	\$ 3,449,343	\$ 4,092,500	1.19	\$ 643,157
Chem Facility	\$ 11,622,290	\$ 22,358,101	1.92	\$10,735,811
Truck Spill Area	\$ 107,835	\$ 60,750	0.56	\$ (47,085)
Valve Vault	\$ 1,212,710	\$ 2,700,500	2.23	\$ 3,451,080
Xtra Valve Vault	\$ 1,212,710	\$ 3,176,000	2.62	
Oil storage Bldg	\$ 94,439	\$ 290,000	3.07	\$ 195,561
WQAS	\$ 377,340	\$ 865,650	2.29	\$ 488,310
Propane-Fire-Generator	\$ 42,473	\$ 30,000	0.71	\$ (12,473)
Yard Pipe	\$ 8,038,740	\$ 8,544,500	1.06	\$ 505,760
Storage	\$ 1,923,075	\$ 3,978,000	2.07	\$ 2,054,925
T-Screen	\$ 4,181,529	\$ 2,401,500	0.57	\$(1,780,029)
Misc Adjust	\$ 1,122,910	\$ 686,060	0.61	\$ (436,850)
MW Tower	\$ 3,600,000	\$ 3,494,668	0.97	\$ (105,332)
FM2588 Site	\$ 372,000	\$ 372,000	1.00	\$ -
Total	\$ 97,344,184	\$132,540,168	1.36	\$35,195,984

Some general trends which help explain the difference in budget estimate to bid day proposal:

1. Material Cost Increases – example year over year 2026:2025 - Steel (40% increase), PVC (50% increase), Copper (30% increase) , Aluminum (22% increase), Concrete (20% increase)
2. Fuel price increase – and remote site distance – haulage costs are higher than anticipated – Diesel (18% increase)
3. Labor rates have increased – Executive Order 14026 increased hourly base rate from \$13.30 to \$17.65 (33% increase).

4. Tariff uncertainty – has caused increased costs especially for subcontractors and suppliers – including electrical - with high material inputs and long lead times.
5. Remote Project Site - the location of LP1 increases the Contractor's direct costs. An example is typical contractor per diem offered to hire or keep employees went from \$140/day to \$210/day in the last year or so. The remote location can also increase supply costs compared to other locations.
6. Duration of Project – multi-year duration projects may have significant cost increases in materials, fuel and labor throughout project. Bid day pricing is typically held for short durations – 30 to 90 days – and contractors / subcontractors are exposed to market uncertainty and price escalation for scope that cannot be “bought-out” early in project.
7. DFW Construction Labor Shortage – a boom in regional data centers and other construction has increased labor competition in the past year. Contractors report that it continues to be a challenge to find qualified laborers. Skilled labor that may be available is priced at a premium.
8. Contractor's Risk – because of the above, BAR and subcontractors / suppliers may have priced additional risk into bid items. An example of this is when the batch plant went down during LP1 Package 1, BAR was not afforded a reasonable backup plan because having the only other batch plant in the area “on-call” was not feasible/cost effective.

Other agencies in the area are also experiencing price escalation. Below is a table showing the results of proposals/budget from recently procured projects. Data was collected from 11 recent (2022-2025) comparable projects as shown in Table 2. Five of the 11 projects are valued at \$50M or higher – and these five similarly large projects averaged the apparent low bid as being 30% higher than engineer's Opinion of Probable Construction Cost.

Table 2 - Regional Project Opinion of Probable Construction Cost and Bid Results					
	Bid Date	Project	Opinion of Probable Construction Cost	Bid Range	% Diff.
	11/6/2025	Regional Wastewater Treatment Plant	\$30-40M	\$37-58M	106%
	9/4/2025	Water Treatment Plant chemical facilities, large diameter piping	\$18-21M	\$24-30M	123%
	6/26/2025	Water Treatment Plant Expansion	\$122-156M	\$149-247M	107%
	5/20/2025	Regional Water Resource Recovery Facility	\$129-140M	\$187-197M	139%
	5/14/2025	Lift Station Expansion	\$2-3M	\$4.1M	164%
	3/12/2025	Wastewater Treatment Plant Expansion	\$125-140M	\$140-212M	106%
	1/16/2025	Several Lift Stations	\$7-10M	\$9.8-11.7M	115%
	Jun-22	Water Treatment Plan Filters	\$150-160M	\$270M	174%
	CMAR-2023-2025	Wastewater Treatment Plant	\$201-261M	\$288M	125%
	CMAR-2022-2025	36-inch Pipeline and Lake Texoma Pump Station Expansion	\$67M	\$88M	131%
	CMAR-2023-2025	Concentrate Discharge Pump Station	\$11.6M	\$11.2M	97%

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 6

DATE: March 27, 2026

SUBJECT: Consider Approval of Contract Amendment with CH2M Hill Engineers, Inc. for Construction Phase Engineering Services for Lake Palestine Pump Station Package 2 of the Integrated Pipeline Project

FUNDING: Dallas Bond Fund

RECOMMENDATION:

Management recommends approval of a contract amendment **in an amount not-to-exceed \$2,877,452** with CH2M Hill Engineers, Inc. for Construction Phase Engineering Services for the Lake Palestine Pump Station Package 2 Project. The current total contract amount is \$46,874,175 and the revised not to exceed contract amount, including this amendment, will be \$49,751,627.

DISCUSSION:

CH2M Hill was initially evaluated, selected, and contracted in 2011 to provide Integrated Pipeline (IPL) pump station design and subsequent construction services for three lake pump stations – Cedar Creek (TRWD), Richland-Chambers (TRWD), and Lake Palestine (Dallas). This proposed amendment includes Construction Phase Engineering Services for the Lake Palestine Pump Station (LP1) Package 2 construction phase. The total contract value, including this proposed amendment, will be \$49,751,627.00 as follows:

IPL Lake Pump Station Engineering Services	Amount
Preliminary Pump Station Designs (original Contract & Amendment 1 & 2)	\$7,196,700.00
Phase 2 - Final design of JCC1 (Amendments 3, 4, & 5)	\$22,911,975.00
Phase 3 - Final design of LP1 (Amendment 6)	\$5,194,000.00
Phase 4 - Preliminary design for JRC1 (Amendments 7, 8 & 9)	\$11,571,500.00
Proposed Amendment 10: Phase 3 – LP1 Construction Phase Services	\$2,877,452.00
Total	\$49,751,627.00

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 and Fee Summary are attached.

This item was reviewed by the Construction and Operations Committee on March 11, 2026.

Submitted By:

Ed Weaver
IPL Program Manager



Memo

TO: Ed Weaver

FROM: Shelly Hattan

COPY: Coy Veach

DATE: February 27, 2026

SUBJECT: Recommendation for Approval of Contract Amendment with CH2M Hill Engineers, Inc. for Construction Phase Engineering Services for Lake Palestine Pump Station Package 2 of the Integrated Pipeline (IPL) Project

On January 18, 2011, the District executed a contract with CH2M Hill Engineers, Inc. (CH2M) to provide Engineering Services for preliminary design of the Lake Pump Stations for the Integrated Pipeline Project in a not-to-exceed amount of \$6,513,600.00. The following table summarizes all the contract amendments to date

IPL Lake Pump Station Engineering Services		
Date	Services	Amount
1/18/2011	Preliminary Pump Station design – Original Contract	\$ 6,513,600.00
10/19/2011	Preliminary Pump Station Design – Amendment 1	\$ 579,100.00
3/1/2012	Preliminary Design - Invasive Species Control Study - Amendment 2	\$ 683,100.00
8/22/2012	Phase 2 - Lake Pump Station Engineering - Amendment 3	\$ 16,171,772.00
1/11/2013	Phase 2 - Final Design Scope Changes Lake Pump Station Engineering - Amendment 4	\$ -
6/21/2016	Phase 2 - JCC1 Package 2, Bid-Ready Documents, Bid Phase and Services During Construction - Amendment 5	\$ 6,740,203.00
10/8/2021	Phase 3 - LP1 Intake and Pump Station Final Design - Amendment 6	\$ 5,194,000.00
2/28/2024	Phase 4 - Joint Richland Chambers Lake Intake and Pump Station Engineering Services - Amendment 7	\$ 825,000.00
7/31/2024	Phase 4 - Joint Richland Chambers Lake Intake and Pump Station Time Extention - Amendment 8	\$ -
6/3/2025	Phase 4 - Joint Richland Chambers Lake Intake and Pump	\$ 10,746,500.00

	Station Final Design - Amendment 7	
3/17/2026	Phase 3 - Construction Phase Services LP1 - Amendment 10	\$ 2,877,452.00
	Total	\$50,330,727.00

This proposed tenth amendment includes Construction Phase Engineering Services for the Lake Palestine Pump Station (LP1) Package 2 in the amount of \$2,877,452.00. The total contract value, including this proposed amendment, will be \$ 49,751,627.00

Included for reference is the fee summary.

Fee Summary

CH2M Hill Engineers, Inc.

**Construction Phase Engineering Services for IPL Lake Palestine Package 2
Project**

Task No.	Description	Estimated Fee
Basic Services		
1.00	Engineering Services During Construction	\$ 1,124,137.00
2.00	Submittals and Shop Drawings	\$ 861,453.00
3.00	Interpretation of Contract Docs	\$ 473,770.00
Subtotal Basic Services		\$2,459,360.00
Additional Services		
1.00	Factory Witness Testing	\$175,960.00
2.00	Additional Supplemental Services	\$ 242,132.00
Subtotal Additional Services		\$418,092.00
Total Budget for All Services		\$ 2,877,452

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 7

DATE: March 27, 2026

SUBJECT: Consider Approval of Credit Change Order with McKee Utility Contractors Inc. for the Cedar Creek Section 2 Pipeline Replacement Phase 1B

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends approval of a credit change order **in the amount of \$(364,260)** from McKee Utility Contractors Inc. for the Cedar Creek Section 2 Pipeline Replacement Phase 1B project. The current contract price is \$132,500,000 and the revised contract price, including this change order, will be \$132,135,740.

DISCUSSION:

The Cedar Creek Section 2 Pipeline Replacement Phase 1B construction includes the removal and replacement of approximately 55,000 linear feet of existing 72-inch Cedar Creek pipeline with new 90-inch and 102-inch spiral welded steel pipe. Installation of this new Cedar Creek pipe located in the Mansfield to Midlothian area is primarily through open cut trench excavation from the surface. Trenchless construction includes five new tunnels and reuse of two existing casing/liner plate crossings.

The purpose of this Change Order is to approve a change in the method of pipe installation below Walnut Creek in Mansfield, from open trench installation to tunneling. By installing the new pipe within a tunnel, the contractor avoids impacting existing utilities and creek embankments, while preserving public access to the James McKnight Park surface trails. The total deduction in contract cost for this modification is \$(364,260).

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 March 11, 2026.

Submitted By:

Jason Gehrig, P.E.
Infrastructure Engineering Director



Memo

TO: Donna Stephens
FROM: Mark Lyon
COPY: Robert Allen
DATE: February 24, 2026
SUBJECT: Consider Approval of a Change Order with McKee Utility Contractors Inc. for the PL02PH1B Cedar Creek Replacement Section 2 Phase 1B Project.

The purpose of this Memo is to document the items proposed in Change Order 0001.

Walnut Creek Tunnel	\$(364,260.00)
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The original contract value was \$132,500,000.00. Approved change orders to date totaling \$0.00 put the current contract value at \$132,500,000.00. The total amount of this credit change order of \$(364,260.00) reduces the total contract value to \$132,135,740.00.

Change Order

Project:	PL02PH1B (CC Replacement Section 2 Phase 1B)	Project Number:	
Owner:	Tarrant Regional Water District		21-106
Contractor:	McKee Utility Contractors Inc.		10000421
Engineer:	Black & Veatch		403740

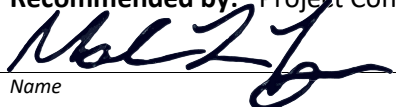
Change Order No.:	0001	Date:	02/24/2026
Funding Source:	Bond		

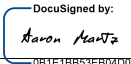
Make the following additions, modifications, or deletions to the Work described in the Contract Documents:
RE: CP0002A Tunnel Walnut Creek

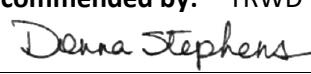
Lump Sum	<u>(\$364,260.00)</u>
Net Change to Contract Amount:	<u>(\$364,260.00)</u>

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

a Original Contract Price	\$132,500,000.00
b Previously Approved Change Order Amounts	\$0.00
c Adjusted Contract Price (a + b)	\$132,500,000.00
d Change Order Amount	\$(364,260.00)
e Revised Contract Price (c + d)	\$132,135,740.00
f Percent Change to Date: -1.75%	g Change in Days this Change Order: 0
Completion Dates:	Original Previous Current
Substantial h 04/04/2024	i 11/15/2027 j 11/15/2027
Final k 06/03/2024	l 01/06/2028 m 01/06/2028

Recommended by: Project Construction Manager

 Name _____ Date 02/24/2026

Approved by: McKee Utility Contractors, LLC

 Name _____ Date 2/26/2026

Recommended by: TRWD Project Manager

 Name _____ Date 02/26/2026

Approved by: Tarrant Regional Water District
 Name _____ Date _____

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 8

DATE: March 27, 2026

SUBJECT: Consider Approval of Change Order with Gadberry Construction for Air Handler Unit Controller Modifications and Approval of an Owner-Controlled Contingency for the Electrical Room Cooling Improvements Project at the Richland-Chambers High-Capacity Pump Station in Waxahachie

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends approval of **a change order in the amount of \$238,893.92** with Gadberry Construction for the Air Handler Unit Controller Modifications on the Electrical Room Cooling Improvements Project at the Richland Chambers High-Capacity Pump Station in Waxahachie. In addition, management recommends approval of **an owner-controlled contingency in the amount of \$233,852.55**, equal to 3% of the original contract amount. The current contract price is \$7,832,452.66, and the revised contract price, including this change order and owner-controlled contingency, will be \$8,305,199.13.

DISCUSSION:

In January 2025 the District approved the Electrical Room Cooling Improvements Project at the Richland-Chambers High-Capacity Pump Station in Waxahachie to replace aging cooling equipment. The project will improve operating efficiency and safety by moving the air handling equipment out of the electrical room where it is currently located and into a dedicated mechanical room with economizers, which will allow the use of outside air for cooling during the winter months.

The purpose of this change order is to modify the controllers for the new air handler units that are necessary to circulate the chilled air for the pump station electrical room. The air handler unit controllers are a specific component of the system that regulates temperature, controls airflow, manages dampers, and monitors safety conditions. Removing the proposed air handler cooling controls and replacing them with the recommended equipment will substantially improve the reliability of pumping operations at this mission critical booster pump station. With the ongoing standardization of cooling controls across TRWD's pump stations, the District's in-house personnel have the knowledge and required software to troubleshoot and program the equipment in real time, both during emergencies as well as planned maintenance without relying on third-party vendors.

Due to the complexity and schedule implications of this retrofit project of an existing booster pump station, management also recommends approval of an owner controlled contingency amount of \$233,852.55, equal to 3% of the original contract amount. This will facilitate agile decision-making at the TRWD staff level to keep the project advancing should unforeseen project needs arise.

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

This item was reviewed by the Construction and Operations Committee on March 11, 2026.

Submitted By:

Jason Gehrig, P.E.
Infrastructure Engineering Director

2026-March-03

Mr. Jason Gehrig, P.E.
Infrastructure Engineering Director
Tarrant Regional Water District
800 East Northside Drive
Fort Worth, Texas 76102

RE: Change Order Recommendation Letter
Project: RC3H Electrical Room Cooling Improvements in Waxahachie, TX
TRWD CSP #: 24-094
Contractor: Gadberry Construction

Dear Mr. Gehrig:

AACE is recommending the change order to remove the proposed controls scope for the RC3H Air Handling Units in its entirety from Texas Air Systems and include the controls supplied and installed by Bosch for the control of the RC3H Air Handling Units utilizing "Alerton" controllers. The District has the software and knowledge to modify and make repairs to the "Alerton" systems without having to employ a third-party vendor.

Regards,



Ricardo J. Azcarate, P.E.
President
AACE, LLC

Change Order

Project: RC3H Electrical Room Cooling Improvements	Project Number:
Owner: Tarrant Regional Water District	6912
Contractor: Gadberry Construction	125-01
Engineer: AACE LLC	60010

Change Order No.: 002	Date: 03/03/2026
Funding Source: Bond Funds	

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

1. Change in AHU controllers	\$238,893.92
2.	_____
3.	_____
4.	_____
5.	_____
Net Change to Contract Amount:	\$238,893.92

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

a Original Contract Price	\$7,795,085.00
b Previously Approved Change Order Amounts	\$37,367.66
c Adjusted Contract Price (a + b)	\$7,832,452.66
d Change Order Amount	\$238,893.92
e Revised Contract Price (c + d)	\$8,071,346.58
f Percent Change to Date: 3.5%	g Change in Days this Change Order: 60
Completion Dates:	Original Previous Current
Substantial h 10/19/2026	i 10/26/2026 j 12/25/2026
Final k 12/17/2026	l 12/24/2026 m 02/22/2027

<p>Recommended by: Project Construction Manager</p> <p>Sheila Fagg 3/3/2026 <small>Name</small> <small>Date</small></p> <p>Approved by: Gadberry Construction</p> <p>_____ <small>Name</small> 3/4/2026 <small>Date</small></p>	<p>Recommended by: District Construction Manager</p> <p>Scott A. Walker 3/3/2026 <small>Name</small> <small>Date</small></p> <p>Approved by: Tarrant Regional Water District</p> <p>_____ <small>Name</small> <small>Date</small></p>
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TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 9

DATE: March 27, 2026

SUBJECT: Consider Adoption of Resolution to Establish Developer Regulations for Community Facilities Agreements and Future Improvement Agreements to Govern Developer Construction of Public Infrastructure

FUNDING: N/A

RECOMMENDATION:

Management recommends the Board of Directors adopt a Resolution to establish Panther Island Developer Regulations for Community Facilities Agreements and Future Improvement Agreements (“Developer Regulations”) that govern developer construction of certain infrastructure within TRWD rights-of-way.

DISCUSSION:

The Panther Island Canal System Manual, adopted by Resolution of the TRWD Board, outlines instances when developers may be responsible for construction of the Paseo (walkways adjacent to canal basin). In addition, in rare instances where existing or imminent canal facilities will not serve the drainage requirements of a new development, a developer may propose to:

1. Construct segments of the Canal no less than one block in length; or
2. Provide funding for future improvements to be constructed by the District while providing temporary on-site detention.

To govern private construction of and financial commitments for these public facilities, management is recommending that the Board adopt new regulations to establish community facilities agreements (CFA) and future improvement agreements (FIA).

The Developer Regulations will apply to the design, construction of, or payment for public infrastructure, and the dedication of property by developers to ensure that all developments are adequately served by the public infrastructure and that the public infrastructure is constructed according to District standards.

Specifically, the Regulations establish:

1. Responsibilities and authority of the Panther Island Program Office, on behalf of the District, to review plans and provide ongoing inspection and acceptance of

facilities that are built;

2. Qualifications of engineers and contractors engaged by the developer;
3. Provision of financial guarantees to ensure completion;
4. Risk assignment to the developer for any phased or concurrent CFA projects;
5. Purpose of any District participation in a Developer-built project and resulting public procurement processes; and
6. Potential requirements for maintenance agreements for any enhanced features constructed by a developer.

Management will publish administrative guidelines, standard agreements, and processes to carry out these Regulations. In addition, management is authorized to establish appropriate fees for plan review and inspection, when and if deemed necessary to recover the cost of staff dedicated to these services.

This item was reviewed by the Construction and Operations Committee on March 11, 2026.

Submitted By:

Susan Alanis
Panther Island Program Director

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

**TO ADOPT REGULATIONS FOR COMMUNITY FACILITIES AGREEMENTS AND
FUTURE IMPROVEMENT AGREEMENTS (“DEVELOPER REGULATIONS”)**

WHEREAS, under Article XVI, Sec. 59 of the Texas Constitution Chapter 340 of the General and Special Laws enacted by the 44th Legislature of Texas, and the laws and regulations governing Texas water control and improvement districts, the governing body of a Water Control and Improvement District may adopt, following appropriate public notice, rules to afford protection of the lands, physical properties and improvements of the District; and to safeguard the quality of the water stored in the reservoirs owned and controlled by the District;

WHEREAS, the Board of Directors has determined that it is necessary to promulgate District policies related to community facilities agreements and future improvement agreements, along with the Panther Island Canal System Manual and the Canal Connection Fee adopted separately by the Board, which are incorporated herein by reference and collectively referred to as Developer Requirements to manage and facilitate development on Panther Island;

WHEREAS, while the District intends to construct most segments of the Canal, there may be instances when a Developer accepts responsibility for construction; and

WHEREAS, in many instances, the Developer will be responsible for construction of all or portions of the Paseo;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE TARRANT REGIONAL WATER DISTRICT, THAT:

ARTICLE I: GENERAL

A. PURPOSE AND SCOPE

This Section applies to the design, construction of or payment for public infrastructure, and the dedication of property by Developers on Panther Island, to ensure that all developments are adequately served by public infrastructure and that the public infrastructure is constructed according to District standards. This Ordinance is intended to operate consistently with the authorizations and procedures established under Texas law.

B. DEFINITIONS

The following terms, when used in this Chapter, shall have the meanings respectively ascribed to them by this section:

CANAL – The 19-foot to 42-foot-wide concrete drainage structure with a normal water surface elevation of 525 feet. Also known as the Canal basin.

CANAL SYSTEM All canal segments and TRWD improvements within the Canal ROW which includes the Canal and the Paseos.

COMMERCIAL DEVELOPMENT. The development of property for commercial and industrial use, or multi-family developments.

COMMUNITY FACILITIES. Canal System including the Canal and the Paseo and other public infrastructure constructed pursuant to a Community Facilities Agreement or other agreement between the District and a Developer.

COMMUNITY FACILITIES AGREEMENT – TRWD (CFA – TRWD). A contract between a Developer and the District for the construction of Community Facilities, on property in which the District has or will have an ownership or other legal interest, that the District requires to be constructed as a condition issuance of a building permit or a certificate of occupancy by the City.

COMPLIANCE REVIEW. The infrastructure plan review stage at which the District confirms that the Design Engineer has revised the engineering plans to adequately address the comments received and ensures that the Submittal Package is complete and complies with the District's policies and specifications. This is required for any portions of the Canal System that will be constructed by the Developer and for which the District has not provided a complete set of plans.

CONCURRENT CFAs. A CFA in which one or more of the Community Facilities being constructed by a Developer is dependent upon connecting to Community Facilities being constructed by a different Developer pursuant to a separate CFA, either with the City or with TRWD.

CONSTRUCTION INSPECTOR. An employee or contractor of the District responsible for inspecting Community Facilities.

DESIGN ENGINEER. A professional engineer, licensed by the State of Texas, working for a Developer, who performs studies and tests, and prepares a complete set of plans, specifications, and contract documents for the construction of Community Facilities.

DEVELOPER. The owner, or the agent of an owner, of a tract of land that requires the construction of any portion of the Canal System as a condition of the approval of a building permit, a certificate of occupancy, or other plans by the District or the City.

DEVELOPMENT. Property on or to which a Developer is extending or constructing public infrastructure to provide service to one or more existing or proposed lots,

regardless of whether the property is located in an area that was previously developed, or the act of making improvements to property.

DISTRICT PARTICIPATION. The District's financial participation in a Community Facilities Agreement for the construction of public infrastructure.

PANTHER ISLAND PROGRAM MANAGER. An employee of the District responsible for the contract administration of engineering related to Community Facilities.

ENGINEERING SHEET. Each page of plans, drawings or documents prepared by the Design Engineer for the design of Community Facilities.

FUTURE IMPROVEMENTS AGREEMENT. An agreement between the District and a Developer through which the Developer pays to the District the cost of constructing one or more public improvements in lieu of constructing the public improvements.

GOVERNMENTAL ENTITY. The State, the federal government, or a political subdivision of the State or federal government.

OVERSIZING. When District Participation in a CFA – TRWD is used to make the public improvements larger, longer, or more enhanced than the Developer is required to construct.

PARENT PROJECT. The public infrastructure being constructed pursuant to a CFA - TRWD that some or all of the public infrastructure constructed pursuant to a Phased CFA will directly connect to and is dependent upon.

PASEO. The area between the outer boundary Canal ROW and edge of the Canal water surface including the sidewalks, pedestrian walkways, planter boxes, plantings, walls, irrigation systems, decorative features, and all other areas to which the public has access adjacent to the Canal. The Paseo will be publicly accessible.

PHASED CFA. Community Facilities being constructed by a Developer that will connect to public infrastructure being constructed in a Parent Project by the same Developer.

PRE-APPLICATION MEETING. A required meeting a Developer must have with District staff to discuss a proposed Project to assist in determining capacity of existing or planned Canal System to support the development and related requirements. City Stormwater staff will participate.

STORMWATER PRE-DEVELOPMENT MEETING. A required meeting a Developer must have with City staff to discuss a proposed Project to assist in determining the requirements for and feasibility of the Project. District staff will participate.

PRIMARY PROJECT. Community Facilities being constructed by a Developer that will be connected to and relied upon by Community Facilities being constructed pursuant to a Concurrent CFA.

PROJECT. A Developer's plan to develop a specific area.

PROJECT MANAGER. An employee of IPRC responsible for managing a CFA – TRWD Project for the City.

RECORD DRAWINGS. As-built drawings prepared by a Design Engineer after construction that show the public infrastructure that was constructed.

STANDARD CONDITIONS. Any requirements promulgated by the District regarding construction requirements.

SUBMITTAL PACKAGE. Design plans and related documentation submitted by a Design Engineer to TRWD for review of a Project.

ARTICLE II: DETERMINATION OF REQUIRED PUBLIC INFRASTRUCTURE

- A.** As a condition of District approval of the City's issuance of a building permit or a certificate of occupancy for a property development project, the District requires Developers to bear a portion of the costs of the Canal System by the making of dedications, the payment of fees, or the payment of construction costs.
- B.** A Developer must deliver to the District studies and other information necessary for the District to determine if the existing Canal System can serve the development or, alternatively, to make a determination if additional drainage solutions are required, consistent with the Panther Island Canal System Manual. The information the Developer submits to the District must include site grading plans, assessments of existing site drainage, stormwater management plans, or other information necessary for the District to make a determination.
- C.** Fees for access to drainage and stormwater facilities ("Canal Connection Fee") assessed and collected adopted by the TRWD Board shall be charged by the District independently of a Developer's requirement to bear a roughly proportionate cost of City drainage and stormwater infrastructure improvements. Credits to Canal Connection Fees for actual construction of a segment of the Canal System by the Developer may be available as provided by District regulations.

ARTICLE III: INFRASTRUCTURE PLAN REVIEW PROCESS

A. PANTHER ISLAND PROGRAM OFFICE (PIPO)

PIPO will be responsible for managing the design and construction of community facilities on behalf of the District to ensure the community facilities comply with the District's policies and specifications. The PIPO is comprised of a team of professional engineers and administrative staff. The professional engineers serve as project managers for their assigned projects. PIPO, in conjunction with city staff responsible for public infrastructure, will review and provide comments on engineering plans, contract documents, and other documents necessary for the construction of public infrastructure. The PIPO will accept final plans for construction, assist with public bidding, and coordinate with the developer, the design engineer, the construction inspector, and city staff during construction of community facilities. Developers and design engineers must comply with the processes established by PIPO for the submission, review, and approval of construction plans and related information by the PIPO.

B. SUBMITTAL

1. Pursuant to a Pre-Application Meeting with TRWD where the capacity of the existing Canal System was evaluated and it was determined that the proposed development cannot be served without additional construction and/or the developer is required to construct the Paseo, a complete set of engineering plans and all detailed checklists must be fully completed, executed, and delivered to PIPO in the form and manner specified by PIPO.
2. Pre-submittal meetings with PIPO staff are available to the Developer for iterative consultation prior to submittal as needed.

C. ACCEPTANCE OF PLANS

1. The District's signing of the cover sheet for the plans and specifications shall not constitute or be deemed to be a release of the responsibility and liability of the developer, the design engineer, or the developer and design engineer's officers, agents, employees, and subcontractors, for the accuracy and competency of the plans and specifications, including but not limited to surveys, location of subsurface investigations, design, working drawings and specifications, and other engineering documents.
2. The District's provision of plans and specifications to the Developer shall not constitute or be deemed to be a release of the responsibility and liability of the developer, the design engineer, or the developer and design engineer's officers, agents, employees, and subcontractors, for the accuracy and competency of the plans and specifications, including but not limited to surveys, location of subsurface investigations, design, working drawings and specifications, and other engineering documents.
3. The District's signing of the cover sheet for the plans and specifications shall not be deemed to be an assumption of such responsibility and liability by the District for any negligent act, error or omission in the conduct or preparation of the subsurface

investigation, surveys, designs, working drawings and specifications, and other engineering documents by the developer, the design engineer, or the developer and design engineer's officers, agents, employees, and subcontractors, it being the intent of the developer, design engineer and the city that acceptance by the city of the plans, contracts between the developer and the developer's contractors, payment, performance, and maintenance bonds, insurance certificates, and other documents signifies the city's acceptance only of the format of the documents and the general design concept of the community facilities.

D. REQUIREMENTS OF CONTRACTORS

1. The contracts between the developer and the developer's contractors must incorporate any requirements promulgated by the District regarding construction requirements.
2. The insurance policy from the developer's contractor must be in the amounts required by the standard conditions and must name the District as an additional insured under all insurance policies.
3. The payment, performance, and maintenance bonds must be in the total amount of the construction contract between the developer and the contractor. The bonds must meet the requirements of the District's standard conditions, Tex. Government Code Chapter 2253, and the Texas Insurance Code. The maintenance bond must cover the community facilities to be constructed against defects in materials and workmanship for a period of two years after completion and final acceptance of the community facilities by the District.

E. ADJUSTMENT OR DISTURBANCE OF INFRASTRUCTURE DURING MAINTENANCE BOND PERIOD

If a project requires an adjustment, cut, relocation, or disturbance of public infrastructure that has been accepted by the District and is covered by a maintenance bond, the contractor for the project must provide the District with a new maintenance bond covering the scope of work being performed by the contractor that is valid for a period of two years from acceptance of the community facilities. Compliance with the city's utility construction policy, if applicable, is required.

F. DESIGN STANDARDS; REQUESTS FOR ALTERNATIVE SPECIFICATIONS

1. All engineering plans must be designed in accordance with state and federal law, and with all applicable District policies, design specifications, and design standards, including but not limited to the:
 - a) Panther Island Canal System Manual
 - b) Water Quality Guidance Manual; and
 - c) City of Fort Worth Stormwater Criteria Manual.
2. All engineering plans and CFA – TRWD exhibits must identify the public infrastructure that the Community Facilities will connect to. If the public infrastructure that Community Facilities will connect to has not been

constructed and accepted by the District, the engineering plans and CFA – TRWD exhibits must identify that the public infrastructure has not been constructed and appropriate temporary condition shall be constructed

3. Any request for an alternative to a District design specification must be submitted in writing to the PIPO by the Design Engineer.

G. EXPIRATION OF ENGINEERING PLANS

Engineering plans accepted by the District shall be valid for a period of four (4) years. A CFA – TRWD will not be executed for engineering plans that are more than four (4) years old unless validated by the Design Engineer that they conform to current requirements.

ARTICLE IV: COMMUNITY FACILITIES AGREEMENTS

A. CFA – TRWD APPLICATION

Before submitting engineering plans to PIPO, the Developer must submit a completed CFA – TRWD application and any CFA – TRWD application fee established by the District.

B. MATERIAL TESTING

1. The District shall determine the estimated amount of material testing necessary for a CFA – TRWD based upon the engineering plans submitted to the District. The estimated cost of material testing will be provided by the District to the Developer.
2. The District will maintain a list of pre-approved material testing laboratories. The Developer must contract with material testing laboratories acceptable to the District. Material testing laboratories must provide copies of all test results directly to the District and the Developer. If the community facilities being constructed fail a test, the Developer must correct or replace the community facilities until the community facilities pass a retest. The Developer must pay the material testing laboratories directly for all material testing and retesting. The District will obtain proof from the material testing laboratories that the material testing laboratories have been paid in full by the Developer before the District will accept the Community Facilities that were tested.
3. The Developer shall pay any administrative material testing service fee established by the District set for each material test required for Community Facilities constructed pursuant to a CFA – TRWD to reimburse the District for the District's cost incurred for material testing.

C. INSPECTION FEES

The District will inspect Community Facilities being constructed to ensure that the

Community Facilities are constructed in accordance with the engineering plans. The Developer must pay any construction inspection service fees established by the District to cover the District's cost for performing inspections.

D. CALCULATION AND PAYMENT OF ANY ESTIMATED FEES

1. The District will calculate the estimated cost of any administrative material testing service fees and any construction inspection service fees based on the engineering plans and construction schedule submitted to PIPO. PIPO will deliver a copy of the written estimate of the fee to the Developer with the comments on the engineering plans submitted.
2. The Developer must pay the estimated cost of any administrative material testing service fees and construction inspection service fees to the District before the CFA – TRWD is executed. If there is District Participation in the Project; the District will be responsible for any administrative material testing service fees and construction inspection service fees attributable to the District Participation.

E. STANDARD FORM OF CONTRACTS; CHANGES

The District uses standardized forms for Community Facilities Agreements and financial guarantees. The Developer may request changes to the language in the forms. The District is not required to accept the changes requested by the Developer.

F. TERM OF THE CFA – TRWD

1. The term for completing construction of Community Facilities pursuant to a CFA – TRWD shall be three (3) years. The District and the Developer may agree upon a term of less than three (3) years.
2. If construction of the Community Facilities has commenced before the end of the term, the CFA – TRWD may be amended to extend the term for up to one (1) additional year. The maximum term of a CFA – TRWD may not be more than four (4) years.
3. If construction of Community Facilities pursuant to a CFA – TRWD has not begun ninety days before the end of the term, the District may send written notice to the Developer of the District's intent to use the Developer's financial guarantee to construct the Community Facilities. If the Developer and the District do not agree on an extension of the term within sixty days before the term expires or if the term of the CFA – TRWD is already three years, the District may use the Developer's financial guarantee to construct all or some of the Community Facilities contemplated by the CFA – TRWD.

G. CFA – TRWD AMENDMENTS AND ASSIGNMENTS

All requests to amend or assign an executed CFA – TRWD must be submitted by the Developer to the Panther Island Program Office. The Developer must pay any

CFA – TRWD amendment fee established by the District before an amendment or a consent to an assignment of a CFA – TRWD will be executed by the District. An amendment or assignment of a CFA – TRWD shall be at the discretion of the District.

H. FINANCIAL GUARANTEE REQUIRED

The Developer must provide the District with adequate financial security to guarantee the Developer's obligations under the CFA – TRWD, which include, but are not limited to, the Developer's obligations to construct all the Community Facilities contemplated by the CFA – TRWD and the payment by the Developer to all contractors and material suppliers with whom the Developer has a contract for the Project. No construction of Community Facilities shall ever begin until the financial guarantee has been delivered to and approved by the District and the CFA – TRWD has been executed by the Developer and the District.

I. TYPES OF FINANCIAL GUARANTEES

1. One or more of the following types of financial guarantees shall be provided by the Developer to the District to guarantee the Developer's obligations under the CFA – TRWD:
 - a) *Development Bond* A development bond in the amount of 100% of the total amount of the Developer's share of the construction costs in the CFA – TRWD. The development bond shall be executed by the Developer and guarantee that the Developer will construct the Community Facilities and pay all contractors, material suppliers, and equipment suppliers for the Project. The development bond must meet the requirements of Chapter 2253 of the Texas Local Government Code, and the Texas Insurance Code.
 - b) *Cash Deposit*. A cash deposit with the District in the amount of 125% of the total amount of the Developer's share of construction costs in the CFA – TRWD. The additional 25% above the Developer's share of the construction costs shall cover change orders to the CFA – TRWD. The District will not pay any interest on cash deposits made with the District;
 - c) *Letter of Credit*. A letter of credit in the amount of 125% of the total amount of the Developers share of the construction costs in the CFA – TRWD. The additional 25% above the Developer's share of the construction costs shall cover change orders to the CFA – TRWD. The expiration date of a Letter of Credit shall be no less than ninety (90) days after the Term of the CFA – TRWD expires;
 - d) *Escrow Agreement*. An escrow agreement between the District, the Developer and a financial institution or escrow agent in the amount of 125% of the Developer's share of the construction costs in the CFA – TRWD. The additional 25% above the Developer's share of the construction costs shall cover change orders to the Community Facilities Agreement;
2. All financial guarantees must be on forms prescribed by or acceptable to the

District.

3. Reductions in Financial Guarantees requested by the Developer may be allowed in one-third increments at the sole discretion of the District when construction is partially complete and project completion is delayed solely by the construction schedule of the District on connected facilities.

J. PHASED CFA

1. A Phased CFA allows a Developer constructing a multi-phased Development to construct subsequent phases of the Development before construction of the Community Facilities for the previous phases have been completed and accepted by the District. A Phased CFA is also allowed when one Developer is constructing two different Developments and would like to simultaneously construct the Community Facilities in the two Developments that will be connected to each other.
2. The Developer or Design Engineer must notify the District on the CFA application that the CFA – TRWD will be a Phased CFA.
3. The plans for a Phased CFA may be reviewed simultaneously with the review of the plans for the Parent Project regardless of whether the Parent Project includes on-site or off-site Community Facilities.
4. The Parent Project and the Phased CFA must be constructed by the same Developer.
5. Any type of financial guarantee a Developer is authorized by this Ordinance to use may be used for a Phased CFA.
6. The District will direct the City to withhold a Certificate of Occupancy for any buildings until the Community Facilities being constructed pursuant to the Phased CFA have been completed and accepted by the District, unless otherwise agreed to by the District and the City.
7. The Developer must notify all of the Developer's contractors performing work on the Phased CFA that the Developer has elected to construct a Phased CFA, the provisions relating to Phased CFAs in the Community Facilities Agreement, the risks associated with a Phased CFA, and that the District will not bear any responsibility for the Developer's decision to proceed with a Phased CFA. The Developer will be responsible for resolving any disputes between contractors performing work on the Parent Project and contractors performing work on the Phased CFA. Technical conflicts relating to connection of the Community Facilities between the Parent Project and the Phased CFA are part of the at-risk nature of a Phased CFA and the Developer must resolve all conflicts.
8. A Developer may not make the final connection of the Community Facilities in the Phased CFA to the Community Facilities in the Parent Project until the Community Facilities in the Parent Project have been constructed and accepted by the District and the City has consented to the Developer making the connection.
9. The Developer of a Phased CFA must assume all risks associated with a Phased CFA and must indemnify, defend and hold the District harmless for the construction of the Community Facilities pursuant to a Phased CFA and

the Developer's decision to construct Community Facilities pursuant to a Phased CFA.

K. CONCURRENT CFAS

1. A Concurrent CFA allows a Developer to construct Community Facilities that will connect to and are dependent upon Community Facilities being constructed by another Developer, before the construction and acceptance by the District of the Community Facilities being constructed by the other Developer.
2. The Developer or Design Engineer must notify the District on the CFA – TRWD application the CFA – TRWD will be a Concurrent CFA.
3. The Primary Project must have reached Compliance Review before the engineering plans for a Concurrent CFA may be submitted to PIPO for Pre-submittal Review.
4. Any type of financial guarantee a Developer is authorized by this Ordinance to use may be used for a Concurrent CFA.
5. The District will direct the City to withhold a Certificate of Occupancy for any buildings until the Community Facilities being constructed pursuant to the Concurrent CFA have been completed and accepted by the District, unless otherwise agreed to by the District and the City.
6. The Developer of a Concurrent CFA must acknowledge in writing to the District that due to the Developer's election to proceed with a Concurrent CFA, the potential exists for technical, delivery, acceptance, or performance problems which could result in the Developer having to remove and reconstruct, at the Developer's expense, the Community Facilities constructed under the Concurrent CFA.
7. The Developer of a Concurrent CFA must agree that the Developer will resolve all disputes with the Developer of the Primary Project and between contractors and subcontractors performing work on the Concurrent CFA and contractors and subcontractors performing work on the Primary Project.
8. The Developer of a Concurrent CFA must execute a written agreement with the Developer of the Primary Project that includes the following provisions:
 - a) Provides access to the Developer of the Concurrent CFA onto property owned or controlled by the Developer of the Primary Project that is necessary for the construction of the Community Facilities pursuant to the Concurrent CFA;
 - b) Stipulates that the Developer of the Concurrent CFA and the Developer of the Primary Project must resolve all disputes regarding the design and construction of the Concurrent CFA and the Primary Project; and
 - c) Provides that the Developer of the Primary Project must notify the Developer of the Concurrent CFA of all changes to the design or construction of the Community Facilities in the Primary Project, including any field changes.
 - d) The written agreement between the Developer of the Concurrent CFA and the Developer of the Primary Project does not have to be delivered to the District for review.

- e) The Developer of a Concurrent CFA must certify to the District in an attachment to the Developer's CFA – TRWD that the written agreement required by this subsection has been executed.
- f) The Developer of a Concurrent CFA must notify all of Developer's contractors performing work on the Concurrent CFA that:
 - (i) the Developer has elected to construct Community Facilities pursuant to a Concurrent CFA;
 - (ii) the provisions relating to Concurrent CFAs in the Community Facilities Agreement;
 - (iii) the risks associated with a Concurrent CFA; and
 - (iv) the District will not bear any responsibility for the Developer's decision to construct Community Facilities pursuant to a Concurrent CFA.
- g) A Developer shall not make the final connection of Community Facilities constructed pursuant to a Concurrent CFA to Community Facilities in the Primary Project until the Community Facilities in the Primary Project have been constructed and accepted by the District and the District has consented to Developer making the connection.
- h) The Developer of a Concurrent CFA must assume all risks associated with a Concurrent CFA and must indemnify, defend and hold the District harmless for the construction of the Community Facilities pursuant to a Concurrent CFA and the Developer's decision to construct Community Facilities pursuant to a Concurrent CFA.

L. EXECUTION OF CFA – TRWDS BASED ON ESTIMATES OF PROBABLE COSTS

1. At the discretion of the Project Manager, a CFA – TRWD may be executed based upon the Design Engineer's estimate of probable costs before the engineering plans for the CFA – TRWD have been accepted by the District. The engineering plans must have completed first review before a CFA – TRWD may be executed based upon the Design Engineer's estimate of probable costs.
2. The Project Manager shall review the cost estimates and must agree with the Design Engineer's estimate of probable costs before the CFA – TRWD is executed.
3. The Developer's financial guarantee must be in the amount of one hundred fifty percent (150%) of the Design Engineer's estimate of probable costs.
4. Before a pre-construction meeting can be scheduled, the Developer must amend the financial guarantee if the financial guarantee is less than one hundred twenty-five percent (125%) of the cost of the Community Facilities based upon the bids received by the Developer's contractors.
5. If the CFA – TRWD exhibits must be revised or the cost of the public infrastructure for the engineering plans accepted by the District is more than the amount in the CFA – TRWD, the CFA – TRWD must be amended and the Developer shall pay any CFA – TRWD amendment fee.

M. PROCUREMENT AND AWARD OF CONSTRUCTION CONTRACTS FOR COMMUNITY FACILITIES WITHOUT DISTRICT PARTICIPATION

If there is no District Participation in a CFA – TRWD, the Developer may procure the construction contracts by public or private bids, or any other lawful manner.

N. REQUIREMENTS FOR CONTRACTORS CONSTRUCTING COMMUNITY FACILITIES

1. Community Facilities must be constructed by contractors that:
 - a) are in good standing with the District;
 - b) are licensed, bonded, and insured; and
 - c) have the proper permits required by the District policies.
2. If the Developer provides a development bond as the financial guarantee for a CFA – TRWD that does not involve District Participation, the Developers contractors will not be required to provide the District with payment and performance bonds but must provide a maintenance bond for the Community Facilities.

O. REQUIREMENTS FOR A NOTICE TO PROCEED TO CONSTRUCTION

The following items are required before the District will issue a notice to proceed to construction for a CFA – TRWD:

1. A complete set of engineering plans accepted by the District;
2. Proof of conveyance of all easements and temporary construction easements for the Community Facilities, and proof that all required permits have been issued;
3. A CFA – TRWD executed by the District and the Developer;
4. A financial guarantee acceptable to the District;
5. Payment of any required fees;
6. Complete Contract Document Books that have been accepted by the District;
7. A maintenance bond in the amount of the construction contracts executed in the name of the District covering Community Facilities to be constructed against defects in materials and workmanship for a period of two (2) years after completion and acceptance of the Community Facilities by the District; and
8. Payment and performance bonds provided by the contractors, or a development bond provided by the Developer for a CFA – TRWD that does not have District Participation which eliminates the requirement that the contractors provide payment and performance bonds as specified in Article IV, Section I.

ARTICLE V: DISTRICT PARTICIPATION IN COMMUNITY FACILITIES AGREEMENTS

A. PURPOSE OF DISTRICT PARTICIPATION

1. District Participation in a CFA – TRWD may be used to enlarge the scope of the Project beyond what the Developer is responsible for constructing or as an economic incentive.
2. District Participation in a CFA – TRWD allows the District to:
 - a) Take advantage of the Developer's construction mobilization, allowing for faster delivery of public infrastructure;
 - b) Increase the extent or capacity of the public infrastructure beyond what the Developer is responsible for constructing; or
 - c) Replace or improve existing public infrastructure that is deficient or in a deteriorating condition.

B. PUBLIC PROCUREMENT REQUIREMENTS

The District must comply with state laws relating to the expenditure of public funds. No District Participation will be paid for work performed prior to a CFA – TRWD being executed or for work performed that was not procured in accordance with state law. Contractors working pursuant to a CFA – TRWD that includes District Participation must be selected in accordance with state laws relating to the expenditure of public funds and the procurement of contractors for public works projects. The method of selection may include lowest responsive and responsible bid, or best value, as allowed by state law.

C. CALCULATING DISTRICT PARTICIPATION

District Participation in a CFA – TRWD shall be calculated in accordance with the Developer's Estimate of Probable Construction Cost as agreed to by the District. Final participation payments shall be based on actual costs up to the amount of the estimate. District participation in any cost overruns resulting from higher than anticipated bids or change orders must be agreed to in writing by the District prior to commencement of construction and are subject to TRWD Board approval if greater than \$150,000 in aggregate.

D. LIMITS ON DISTRICT PARTICIPATION

District Participation is limited to the availability of District funds and subject to approval of the TRWD Board when required. The District's obligation to participate in a CFA – TRWD will terminate if construction of the Community Facilities is not completed within the term of the CFA – TRWD, including any extension period.

E. AWARD OF PUBLICLY BID CONTRACTS WITH DISTRICT PARTICIPATION

1. All public bids involving District Participation in a CFA – TRWD will be opened at District offices or an alternative location as designated by PIPO. The District's Project Manager, or District staff designated by the Project Manager, will attend the bid opening.
2. Before construction contracts for a CFA – TRWD that is publicly bid are awarded, the Developer must deliver the following items to the District:
 - a) A bid tabulation showing the bid proposals of all prospective bidders;
 - b) A publisher's affidavit from the newspaper showing that the notice of public bidding was properly advertised;
 - c) A letter of recommendation from the Developer for contract award; and
 - d) A breakdown of the Developer cost and District Participation based upon the bid items contained in the winning bid.

F. CHANGE ORDERS

All change orders must be approved in writing by the Developer and the contractor and then submitted to the District for approval. If a change order increases District Participation by more than the current amount authorized by the TRWD Board for administrative approval, the change order must be submitted to the TRWD Board for approval if they exceed \$150,000 in aggregate. The additional District Participation is contingent upon compliance with public procurement laws, the approval of the TRWD Board, and the availability of funds.

ARTICLE VI: ALTERNATIVE METHODS OF DELIVERING COMMUNITY FACILITIES

A. FUTURE IMPROVEMENTS IN LIEU OF CONSTRUCTION

1. At the discretion of the District and in conformance with the Panther Island Canal System Manual, the immediate construction of the public infrastructure required for a Development may be infeasible or impractical until a later date for reasons including, but not limited to:
 - a) Scheduling or other conflicts with other planned public improvements the District or other entities may be making in the same general area; or
 - b) The public infrastructure creates a potentially hazardous condition if they are constructed immediately.
2. To accommodate the later construction of the public improvements, the District may require a Developer to enter into a Future Improvements Agreement in lieu of the Developer constructing the public improvements.
3. The Design Engineer must deliver to the District an estimated construction cost for the public infrastructure required for the Development as validated by the District.
4. After the District and Developer agree to the estimate, the Future

Improvements Agreement will be executed by the District and the Developer and the Developer shall deliver a check to the District in the amount of one hundred twenty-five percent (125%) of the total estimated construction costs for the Community Facilities.

5. After the Future Improvements Agreement has been executed by the District and the Developer, and the Developer has paid the District the amount required by this section, the Developer's requirement to construct public infrastructure for the Development contained in the Future Improvements Agreement shall be met unless the Developer makes changes to the design of the Development that would require additional or different public infrastructure.

ARTICLE VII: CONSTRUCTION, FINAL INSPECTION, AND CFA – TRWD CLOSEOUT

A. CONSTRUCTION NOTICE

For all construction activities in the right-of-way that impact traffic or pedestrian access, the Developer must provide notice to residences and businesses. The notice must be posted by the Developer in the manner, form, and times proscribed by the District.

B. FINAL INSPECTIONS

1. Except as otherwise provided in this Ordinance, a final inspection will not be scheduled until:
 - a) The Community Facilities are fully constructed as determined by the Construction Inspector;
 - b) All required material testing has been completed with a passing result and delivered to the Construction Inspector;
 - c) Redline engineering sheets completed by the contractors showing differences between the engineering plans and the Community Facilities that have been constructed have been delivered to the Construction Inspector; and
 - d) Compliance with the rules established by PIPO for obtaining a final inspection.
2. Any deficiencies in or adjustments needed to the Community Facilities that are found by the Construction Inspector during a final inspection shall be listed on a punch list. Once all items on the punch list have been addressed and closed, a follow-up final inspection may be scheduled with the Construction Inspector.
3. Once the construction passes final inspection, an acceptance letter is initiated by the Construction Inspector. The acceptance letter starts the closeout of the CFA – TRWD and the process by which the District accepts and capitalizes the Community Facilities.

C. REQUIREMENTS FOR PROJECT CLOSEOUT

The following items must be delivered to the District before a CFA – TRWD can be closed out:

1. An affidavit of bills paid and final lien waiver executed by the Developer's contractors on forms provided by the District;
2. Consent of surety forms for the payment and performance bonds executed by the surety company issuing the bonds; and
3. Record Drawings completed by the Design Engineer.

D. ACCURACY OF RECORDS

1. The Developer, the Developer's contractors, and the Design Engineer must ensure that all changes to the Record Drawings have been made by making adequate and proper entries on each page of the specifications, each sheet of engineering plans, and on any other documents where such notations are required to reflect the change properly.
2. All changes to the Record Drawings shall be made in a manner that all information contained in the Record Drawings may be reasonably relied upon.
3. To ensure the accuracy of records, all redline changes or entries should be made within twenty-four (24) hours after the changes have occurred.
4. The Developer, the Developer's contractors, and the Design Engineer must provide factual information regarding all aspects of the Community Facilities that were constructed to enable future modifications of the Community Facilities to be made without extensive site measurement, investigation, or examination.

E. RECONCILIATION

1. PIPO will reconcile the final actual construction costs with the costs reflected in the CFA – TRWD.
2. PIPO will reconcile the actual cost of any administrative material testing service fees and construction inspection service fees with any estimated fees paid by the Developer. If the actual fees are more than the estimated payments made by the Developer, the Developer must pay the difference to the District before the improvements are accepted by the District. If the actual fees are less than the estimated payments made by the Developer, the District will refund the difference to the Developer. If the difference between the actual costs and the estimated payments made by the Developer for administrative material testing service fees and construction inspection service fees is less than one hundred dollars (\$100.00), the District will not issue a refund and the Developer will not be responsible for paying the difference.
3. If the Developer owes the City any administrative material testing service fees or construction inspection service fees, the fees shall be paid before the financial guarantee can be released by the District. Any refunds for any

administrative material testing service fees or construction inspection service fees owed by the District to the Developer shall be processed after reconciliation of the CFA – TRWD is complete.

4. Once the CFA – TRWD has been fully reconciled and all fees have been paid to the District, the financial guarantee for the CFA – TRWD will be released.

F. MAINTENANCE AGREEMENTS

The District may allow a Developer to install Community Facilities that are enhanced beyond the District's standard specifications, including but not limited to, water features and specialty tiles in the Paseo. If enhanced public infrastructure is authorized by the District and not to be maintained by a Special District, the Developer must execute a maintenance agreement with the District by which the Developer agrees to maintain the enhanced Community Facilities. The maintenance agreement must be executed by the Developer before the Community Facilities are constructed.

PASSED, APPROVED AND ADOPTED THIS 27TH DAY OF MARCH, 2026.

TARRANT REGIONAL WATER DISTRICT

BY: _____
Leah M. King, President
Board of Directors

ATTEST:

Paxton Motheral, Vice President

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 10

DATE: March 27, 2026

SUBJECT: Consider Approval of Contract Amendment with Lawn Patrol for Pipeline Right of Way Mowing

FUNDING: Fiscal Year 2026 Revenue Fund Budget - \$638,500

RECOMMENDATION:

Management recommends approval of a contract amendment **in an amount not-to-exceed \$1,518,702** with Lawn Patrol to assume all of the pipeline right of way mowing. With this amendment, the final project cost will be an amount not-to-exceed is \$1,674,702.

DISCUSSION:

In 2023 the District advertised per statute to contract out the pipeline right of way mowing. At that time, the work was split between three vendors. Each contract was for a one (1) year period with up to four (4) renewals based on performance. Lawn Patrol's contracted value was for \$31,200 annually, Green World's was for \$220,352 annually, and Manual Chores was for \$152,624 annually. The total of all mowing at these rates was for \$404,176 annually for a total not to exceed \$2,020,880 over the five year period.

In 2024, Manual Chores closed the business and Green World was given the option to take over those contracted sections as the second lowest bid bringing their contracted annual value to \$434,942. However, due to performance issues with Green World, a vendor change is necessary and Lawn Patrol will now assume all of the right of way mowing. Lawn Patrol has performed successfully for the District and are able to take on the additional work.

This amendment would be for Lawn Patrol to perform all of the right of way mowing for the remainder of the contract, which is for up to three (3) more years. The original contract value was for \$31,200 annually and a total of up to \$156,000. This amendment would bring the value up to two (2) years at \$31,200 and three (3) years at \$537,434 for a total not to exceed \$1,674,702.

This item was reviewed by the Construction and Operations Committee on March 11, 2026.

Submitted By:

Darrell Beason
Chief Operations Officer

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 11

DATE: March 27, 2026

SUBJECT: Consider Appointment of Trinity River Vision Authority Director

FUNDING: N/A

RECOMMENDATION:

Management recommends that TRWD appoint Paxton Motheral to the Board of Directors of the Trinity River Vision Authority for a four-year term.

DISCUSSION:

By Resolution dated July 18, 2006, the Board of Directors of TRWD authorized the incorporation of Trinity River Vision Authority ("TRVA") and appointed the initial directors of TRVA. The Bylaws of TRVA, which were adopted by the Board of Directors of TRVA on October 5, 2006 and approved by the Board of Directors of TRWD on October 17, 2006, call for a TRVA Board of Directors of up to seven (7) in number with each Director to serve for a term of four (4) years.

In July 2025, Paxton Motheral was appointed to fill the unexpired vacated seat of former TRVA Director James Hill. That term expires on April 4, 2026.

To maintain consistency of leadership on the TRVA board, staff recommends reappointing Paxton Motheral for a four-year term that expires on March 27, 2030.

This item was reviewed by the Administration and Policy Committee on March 9, 2025.

Submitted By:

Stephen Tatum
General Counsel

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

WHEREAS, under the authority granted by House Bill 2639 of the 79th Texas Legislature, on July 18, 2006 the Board of Directors of the Tarrant Regional Water District (“TRWD”) authorized the creation of a nonprofit corporation to act on behalf of TRWD as TRWD’s authority and instrumentality;

WHEREAS, such a nonprofit corporation was thereafter incorporated as Trinity River Vision Authority (“TRVA”) as evidenced by the Certificate of Filing issued by the Texas Secretary of State dated effective July 21, 2006;

WHEREAS, the Bylaws of TRVA, which were adopted by the Board of Directors of TRVA on October 5, 2006 and approved by the Board of Directors of TRWD on October 17, 2006, call for a TRVA Board of Directors of up to seven (7) in number with each Director serving for a term of four (4) years;

WHEREAS, James Hill was appointed as a director of TRVA on March 22, 2022, for a four-year term that will expire on April 4, 2026;

WHEREAS, In July 2025, Paxton Motheral was appointed to fill the unexpired term of the TRVA board seat vacated by former TRVA Director James Hill that will expire on April 4, 2026; and

WHEREAS, in recognition of the expiring term of TRVA Board member Paxton Motheral, the Board of Directors of TRWD has determined that it is appropriate to reappoint Motheral as a member of the Board of Directors of TRVA for a four-year term ending on March 27, 2030.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TARRANT REGIONAL WATER DISTRICT:

1. The following individual is appointed to a four (4) year term as a Director of TRVA:

Name

Paxton Motheral

PASSED, APPROVED AND ADOPTED THIS 27TH DAY OF MARCH, 2026.

TARRANT REGIONAL WATER DISTRICT

BY: _____

Leah M. King, President
Board of Directors

ATTEST:

Paxton Motheral, Vice President

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 13

DATE: March 27, 2026

SUBJECT: Executive Session

FUNDING: N/A

RECOMMENDATION:

Section 551.071 of the Texas Government Code, for Private Consultation with its Attorney about Pending or Contemplated Litigation or on a Matter in which the Duty of the Attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Clearly Conflicts with this Chapter; and

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

DISCUSSION:

- Pending litigation
- Real property issues

Submitted By:

Stephen Tatum
General Counsel

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 14

DATE: March 27, 2026

SUBJECT: Consider Approval of Authorization of Demolition of Improvements
Located on Integrated Pipeline Project Parcel No. 847

DISCUSSION:

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

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 15

DATE: March 27, 2026

SUBJECT: Consider Approval of Extension of Central City Office Lease

DISCUSSION:

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

Next Scheduled Board Meeting

April 21, 2026 at 9:00 AM