This Agenda is posted pursuant to Chapter 551, Texas Government Code

Matters to Come Before a Meeting of the Board of Directors of Tarrant Regional Water District

To Be Held the 17th Day of November 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.

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1. **Pledges of Allegiance**

2. **Public Comment**

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

3. **Consider Approval of the Minutes from the Meeting Held on October 20, 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 with McKee Utility Contractors, LLC. for the Cedar Creek Section 2 Pipeline Replacement Phase 1 B Project**

- **Consider Approval of a Reconciliation Change Order with BAR Constructors Inc. for the Kennedale Balancing Reservoir Yard Piping and Inlet and Outlet Modifications Project**
- **Consider Approval of Agreement with Aviat U.S., Inc. for AviatCare Warranty and Support for TRWD's Microwave Communications System**

5. **Consider Approval of Contract with Walsh Construction Company II, LLC for Richland-Chambers and Cedar Creek Lake Pump Stations Electrical Buildings and Equipment Construction - Jason Gehrig, Infrastructure Engineering Director**

6. **Consider Approval of Contract with CDM Smith for Construction Management Services for the Richland-Chambers and Cedar Creek Lake Pump Stations Electrical Buildings and Equipment Project - Jason Gehrig, Infrastructure Engineering Director**

7. **Consider Approval of Contract Amendment with CDM Smith for Engineering Services Related to Construction Phases for the Richland-Chambers and Cedar Creek Lake Pump Stations Electrical Buildings and Equipment Project - Jason Gehrig, Infrastructure Engineering Director**

8. **Consider Approval of Contract with Kleinfelder, Inc. for Construction Materials Testing for Cedar Creek Section 4 Phase 1 Pipeline Replacement and Cedar Creek Lake Pump Station Improvements - Jason Gehrig, Infrastructure Engineering Director**

9. **Consider Approval of Contract with TAS Environmental Services for Cleaning Above Ground Storage Tanks at Cedar Creek Booster Station - Darrell Beason, Chief Operations Officer**

10. **Consider Approval of Agreement with Jeff Eubanks Roofing, Inc. for Drainage Improvements to and Replacement of the Glazer Building Roof - Steve Christian, Real Property Director**

11. **Consider Approval of Contract with Walsh Construction Company II, LLC dba Archer Western for Construction of Panther Island Phase I Canals C and D - Susan Alanis, Panther Island Program Director**

12. **Consider Approval of Acceptance of Funding Under Bandalong Litter Trap Partnership and Grant Agreement Between Streams and Valleys, Inc., Cox Enterprises, Inc., and TRWD - Darrell Beason, Chief Operations Officer**

13. **Consider Approval of Contract Amendment with Belmont Icehouse for Creative Services Support - Natasha Hill, Director of Communications and Outreach**

14. Presentations

- **Water Demands - Rachel Ickert, Chief Engineering Officer**
- **TRWD Service Center - Mick Maguire, Chief Administrative Officer**

15. Executive Session under Texas Government Code:

Section 551.071 of the Texas Government Code, for Private Consultation with its Attorney about Pending or Contemplated Litigation or on a Matter in which the Duty of the Attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Conflicts with Chapter 551; and

Section 551.072 of the Texas Government Code, to Deliberate the Purchase, Exchange, Lease or Value of Real Property, Including Real Property Related to the Marty Leonard Wetlands Reuse Project, the Cedar Creek Pipeline Rehab Project, and TRWD Office Space; and

Section 551.074 of the Texas Government Code, Regarding Personnel Matters Related to the Annual General Manager Compensation Package

16. Consider Approval of Authorization to Acquire Real Property Interests by Purchase for the Cedar Creek Pipeline Rehab Project - Steve Christian, Real Property Director

- **Parcel 4 AE**
  (Negem)

  Temporary easement interests across an approximately 1.4797-acre tract of land, an approximately 1.9214-acre tract of land, an approximately 2.4891-acre tract of land, and an approximately 0.1636-acre tract of land, each located in the H. Jeffries Survey, Abstract No. 393, Henderson County, Texas

- **Parcel 4 TCE**
  (Berea Baptist Church)

  Temporary easement interests across an approximately 0.967-acre tract of land and an approximately 0.762-acre tract of land, each located in Block 29, Shelby County School Land Survey, Abstract No. 1375, City of Forest Hill, Tarrant County, Texas

- **Parcel 7**
  (Calzada)

  A temporary easement interest across an approximately 0.173-acre tract of land located in Block 41, Shelby County School Land Survey, Abstract No. 1375, City of Forest Hill, Tarrant County, Texas

- **Parcels 8 & 9**
  (Panagopoulos)

  Temporary easement interests across an approximately 0.647-acre tract of land located in Block 44, Shelby County School Land Survey, Abstract No. 1375, City of Fort Worth, Tarrant County, Texas, and an approximately 1.357-acre tract of land located in Block 45, Shelby County School Land Survey, Abstract No. 1375, City of Fort Worth, Tarrant County, Texas

17. **Consider Approval to Enter into a Lease Agreement, as Tenant, with City Center Development Co., L.P.; SRB City Investments, L.P.; T-L City Investments, L.P. and DDR/DTC City Investments, L.P. for Approximately 4,378 Square Feet of Leased Space at 201 Main Street, Suite 1150, Fort Worth, Texas 76102 for a Five-Year Term - Steve Christian, Real Property Director**

18. **Discuss and Consider Approval of General Manager Compensation Package for Remainder of 2026 and 2027 - Kathyn Long, Partner, Thompson & Horton, LLC**

19. **Future Agenda Items**

20. **Schedule Next Board Meeting**

21. **Adjourn**

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF
TARRANT REGIONAL WATER DISTRICT
HELD ON THE 20th DAY OF OCTOBER 2026 AT 9:00 A.M.

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

Present
Leah King (joined the meeting at 9:17)
Paxton Motheral
C.B. Team
Skylar O'Neal (joined the meeting at 9:04)
Johnathan Killebrew

Also present were Dan Buhman, Chris Akers, Susan Alanis, Airin Barnett, Darrell Beason, Kate Beck, Lisa Cabrera, Steve Christian, John Farris, Ellie Garcia, Jason Gehrig, Royce Hansen, Zachary Huff, Rachel Ickert, Sandy Newby, Kathleen Ray, Jonathan Skinner, Stephen Tatum, Kirk Thomas and Ed Weaver of the Tarrant Regional Water District (District or TRWD).

Vice President Motheral presided over the meeting from 9:00am - 9:17am.

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 meetings held on September 10, 2026, and September 15, 2026. Director Killebrew seconded the motion, and the votes were 3 in favor, 0 against. It was accordingly ordered that these minutes be

placed in the permanent files of the District.

Director O'Neal joined the meeting at 9:04am.

4.

With the recommendation of management, Director Team moved to approve the consent agenda:

1) Purchase in the amount of $212,600 from Municipal Valve to replace all five (5) existing discharge butterfly valves at the Richland-Chambers Booster Station with new valves designed for isolation service and the pump station's operating conditions. [*Note*: The agenda item contained a clerical error, stating a contract amount of $162,600, but the correct amount of $212,600 was reflected in the supporting documentation.] Funding for this item is included in the Fiscal Year 2027 Revenue Fund.
2) Contract in the amount of $238,750 with H&H Services for Grounds Maintenance. This contract includes authority for four (4) additional one-year renewal options, for an initial term in the amount of $238,750, and a total amount not-to-exceed of $1,193,750. Funding for this item is included in the Fiscal Year 2027 Revenue Fund.
3) Purchase in the amount of $539,605 from Watson Drill Rigs for a Mounted Drill Unit. The District will purchase the truck and chassis for the mounted drill unit from Premier Truck Group for $148,159 for a total expenditure amount of $687,764. Funding for this item is included in the Fiscal Year 2027 Revenue Fund.
4) Two separate annual contracts for pest control services, the first being a one-year contract in an amount of $21,300 with Whearley Enterprises Inc. dba Fireman's

Pest Control and Termite of Texas with authority for four (4), one-year renewal terms for a total potential not-to-exceed amount of $106,500 and the second being a one-year contract in an amount of $49,740 with Cantu Enterprises (Dallas), LLC dba Cantu Pest Control with authority for four (4), one-year renewal terms for a total potential not-to exceed amount of $248,700. Funding for this item is included in the Fiscal Year 2027 General Fund Budget and the Fiscal Year 2027 Revenue Fund Budget.

5) 36-month contract in an amount not-to-exceed $170,000 with Windstream Services, LLC for dedicated internet services to support connectivity for District systems and operations for three District facilities. Funding for this item is included in the Fiscal Year 2027 General Fund Budget.
6) 48-month equipment lease with annual lease payments of $115,889.49 and a total amount not-to-exceed $463,557.95 with Dell Technologies for 241 District laptop computers. Funding for this item is included in the Fiscal Year 2027 General Fund Budget.
7) Contract in an amount not-to-exceed $615,815 with Lone Star Trucking and Excavation for routine hauling services. This contract includes authority for four (4) additional one-year renewal options, for an initial term in the amount of $615,815, and a total potential cost not-to-exceed $3,079,075. Funding for this item is included in the Fiscal Year 2027 General Fund Budget.

Director Killebrew seconded the motion, and the votes were 4 in favor, 0 against.

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

contract amendment in an amount not-to-exceed $454,435 with Kleinfelder, Inc. to provide additional construction materials inspection and testing services for the Section 19-2 Part A Pipeline Project of the Integrated Pipeline Program. The current contract amount is $2,757,150 and the revised not-to-exceed contract amount, including this change order, is $3,211,585. Funding for this item is included in the Dallas Bond Fund. Director O'Neal seconded the motion, and the votes were 4 in favor, 0 against.

6.

With the recommendation of management, Director Killebrew moved to approve a contract in an amount not-to-exceed $107,110,641 with BAR Constructors, Inc. for Cedar Creek Section 4 Phase 1 Pipeline Replacement and Cedar Creek Lake Pump Station Improvements Construction. Funding for this item is included in the Bond Fund. Director Team seconded the motion, and the votes were 4 in favor, 0 against.

7.

With the recommendation of management, Director Team moved to approve contract amendment in the amount of $1,574,751 with STV Group, Inc. for construction phase engineering services. The current contract amount is $5,666,843 and the revised not-to-exceed contract amount, including this contract amendment, will be $7,241,594. Funding for this item is included in the Bond Fund. Director Killebrew seconded the motion, and the votes were 4 in favor, 0 against.

8.

With the recommendation of management, Director Killebrew moved to approve a contract in an amount not-to-exceed $3,748,682 with STV Group, Inc. for construction management services for the Cedar Creek Section 4 Phase 1 Pipeline Replacement and

Cedar Creek Lake Pump Station Improvements project. Funding for this item is included in the Bond Fund. Director O'Neal seconded the motion, and the votes were 4 in favor, 0 against.

President King joined the meeting at 9:17am and began to preside over the meeting.

9.

With the recommendation of management, Director Team moved to approve a contract in an amount not-to-exceed $267,330 with Accurate Inspections, LLC for manufacturing inspection and testing services for the Cedar Creek Section 4 Phase 1 Pipeline Replacement and Cedar Creek Lake Pump Station Improvements Project. Funding for this item is included in the Bond Fund. Director O'Neal seconded the motion, and the votes were 5 in favor, 0 against.

10.

With the recommendation of management, Director Team moved to approve a contract amendment in an amount not-to-exceed $449,750 for corrosion control engineering services during construction with HDR Engineering, Inc. for approximately 4.4 miles of the Cedar Creek Section 2 Phase 2 pipeline replacement project along with the adjacent Richland-Chambers pipeline, 8.6 miles of the Cedar Creek Section 4 pipeline replacement project, and improvements to the Cedar Creek Lake Pump Station and the Ennis Pump Station. The current contract amount is $424,533 and the revised not-to-exceed contract amount, including this contract amendment, is $874,283. Funding for this item is included in the Bond Fund. Director O'Neal seconded the motion, and the votes were 5 in favor, 0 against.

11.

With the recommendation of management, Director Team moved to approve a contract in an amount not-to-exceed $487,441 with Freese and Nichols, Inc. for engineering services for the Richland-Chambers Dam Seepage Remediation Design. Funding for this item is included in the Bond Fund. Director Motheral seconded the motion, and the votes were 5 in favor, 0 against.

12.

With the recommendation of management, President King moved to approve an Interlocal Agreement with the City of Fort Worth for stormwater, street, bridge, and open space infrastructure improvements for the Panther Island Project; and amend the TRWD Panther Island Canal System Manual to update references to this Interlocal Agreement and the current approved Panther Island Drainage Study and to align definitions. Director Motheral seconded the motion, and the votes were 5 in favor, 0 against.

13.

With the recommendation of management, the District's financial advisors and bond counsel, 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 Revenue Bonds, Series 2026A, through private placement with the State of Texas, pledging revenues for the payment of the bonds, and authorizing other instruments and procedures relating thereto. Director Motheral seconded the motion, and the votes were 5 in favor, 0 against.

14.

With the recommendation of management, the District's financial advisors and

bond counsel, Director Motheral moved to amend the Enterprise Fund (Water Supply) Master Resolution that established the Tarrant Regional Water District, a Water Control and Improvement District, Extendable Commercial Paper Mode to authorize from $400,000,000 to up $800,000,000 aggregate principal amount of the ECP Bonds. Director O'Neal seconded the motion, and the votes were 5 in favor, 0 against.

15.

With the recommendation of management, the District's financial advisors and bond counsel, Director Motheral moved to approve a resolution authorizing the issuance of Tarrant Regional Water District, a Water Control and Improvement District, Unlimited Tax Refunding Bonds (General Fund); Levying an Ad Valorem Tax in support of the Bonds; establishing the procedures of selling and delivering the bonds; and authorizing other matters related to the issuance of the bonds. Director Team seconded the motion, and the votes were 5 in favor, 0 against.

16.

With the recommendation of management, the District's financial advisors and bond counsel, Director Killebrew moved to approve a resolution authorizing the issuance, sale, and delivery of the Tarrant Regional Water District, a Water Control and Improvement District, Water Revenue ECP Series A (Water Supply) Refunding Bonds, pledging revenues for the payment of the bonds, approving an official statement, and authorizing other instruments and procedures relating thereto. Director Motheral seconded the motion, and the votes were 5 in favor, 0 against.

17.

Presentations

- Water Resources presented by Zachary Huff, Water Resources Engineering Director
- Bypass Channel Contract Award presented by Kate Beck, Central City Flood Control Program Director

The Board of Directors recessed for a break from 9:55 a.m. to 10:00 a.m.

18.

The Board next held an Executive Session commencing at 10:00 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 Conflicts with Chapter 551, Texas Government Code; Section 551.072 of the Texas Government Code to Deliberate the Purchase, Exchange, Lease or Value of Real Property including real property related to Panther Island and the Cedar Creek Pipeline Rehab Project; and Section 551.074 of the Texas Government Cod, Regarding Personnel Matters Related to the Annual General Manager Performance Review.

Upon completion of the executive session at 12:02 p.m., the President reopened the meeting.

19.

With the recommendation of management, Director Team moved to approve a resolution to amend Panther Island Developer Regulations for Community Facilities Agreements and Future Improvement Agreements that govern developer construction of certain infrastructure within the TRWD rights-of-way. Director Motheral seconded the

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

20.

With the recommendation of management, Director Team moved to accept a conveyance of real estate from 821 Investments, LLC. 821 Investments, LLC developed the Emerald Bay residential subdivision, which is adjacent to Cedar Creek Lake in Henderson County, Texas. The final plat of the Emerald Bay subdivision requires that Lot 77 and 78 of the subdivision be dedicated to TRWD. The plat that reflects Lot 77 & 78 is attached hereto as Exhibit “A”.

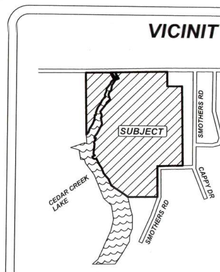
FILED FOR RECORD
2024 NOV 27 AM 8:30
MARY BRIGHT
COUNTY CLERK
HENDERSON COUNTY, TEXAS

EMERALD BAY SUBDIVISION

EXHIBIT A

Inst.#2024-00016946
Cab. H Slide 379

VICINITY MAP



NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT I, DAVID H. CRAIG MANAGING PARTNER OF 821 INVESTMENTS, LLC DO HEREBY ADOPT THIS PLAT OF 44.36 ACRES, DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS EMERALD BAY IN THE CITY OF CANEY, HENDERSON COUNTY, TEXAS, AND DO HEREBY DEDICATE, IN FEE SIMPLE, THE USE FOREVER EASEMENTS SHOWN THEREON. THE EASEMENTS SHOWN THEREON ARE HEREBY RESERVED FOR THE PURPOSES INDICATED. THE UTILITY AND FIRE LANE EASEMENTS SHALL BE OPEN TO FIRE AND POLICE UNITS, GARBAGE AND RUBBISH COLLECTION AGENCIES, AND ALL PUBLIC AND PRIVATE UTILITIES FOR EACH PARTICULAR USE. THE MAINTENANCE OF PAVING ON THE UTILITY AND FIRE LANE EASEMENTS IS THE RESPONSIBILITY OF THE PROPERTY OWNERS. NO BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED, RECONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN. SAID EASEMENTS BEING HEREBY RESERVED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES USING OR DESIRING TO USE SAME. ALL, AND ANY PUBLIC UTILITY SHALL WAY MAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF ITS RESPECTIVE SYSTEM ON THE EASEMENTS, AND ALL PUBLIC UTILITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INGRESS AND EGRESS TO OR FROM AND UPON THE SAID EASEMENTS FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PARTS OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE. (ANY PUBLIC UTILITY SHALL HAVE THE RIGHT OF INGRESS AND EGRESS TO PRIVATE PROPERTY FOR THE PURPOSE OF READING METERS AND ANY MAINTENANCE OR SERVICE REQUIRED OR ORDINARILY PERFORMED BY THAT UTILITY).

CANEY CITY AND/OR HENDERSON COUNTY SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF PRIVATE STREETS, DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS, AND OPEN SPACES; THE OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF PRIVATE STREETS, DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS, AND OPEN SPACES, AND SAID OWNERS AGREE TO INDEMNIFY AND SAVE HARMLESS CANEY CITY AND/OR HENDERSON COUNTY FROM ALL CLAIMS, DAMAGES AND LOSSES ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE OBLIGATIONS OF SAID OWNERS SET FORTH IN THIS PARAGRAPH

WATER MAIN AND WASTEWATER EASEMENTS SHALL ALSO INCLUDE ADDITIONAL AREA OF WORKING SPACE FOR CONSTRUCTION AND MAINTENANCE OF THE SYSTEMS. ADDITIONAL EASEMENT AREA IS ALSO CONVEYED FOR INSTALLATION AND MAINTENANCE OF MANHOLES, CLEAN OUTS, FIRE HYDRANTS, WATER SERVICES AND WASTE WATER SERVICES FROM THE MAIN TO THE CURB OR PAVEMENT LINE, AND DESCRIPTION OF SUCH ADDITIONAL EASEMENTS HEREIN GRANTED SHALL BE DETERMINED BY THEIR LOCATION AS INSTALLED.

THIS PLAT, APPROVED IS SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE CITY OF CANEY, TEXAS.

SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF STATE LAW AND CITY ORDINANCES AND IS SUBJECT TO FINES AND WITHHOLDINGS OF UTILITIES AND BUILDING PERMITS.

DAVID H. CRAIG
821 INVESTMENTS, LLC

OWNER'S CERTIFICATE

BEING ALL THAT CERTAIN LOT TRACT OR PARCEL OF LAND LOCATED IN THE M.M. SANCHEZ SURVEY, A-697, HENDERSON COUNTY, TEXAS, BEING ALL OF A CALLED 9.89 ACRE TRACT OF LAND DESCRIBED IN DEED TO 821 INVESTMENTS LLC, RECORDED IN DOC 2023-00008126, ALL OF A CALLED 4.20 ACRE TRACT OF LAND (TRACT A), ALL OF A CALLED 30.27 ACRE TRACT OF LAND (TRACT B), DESCRIBED IN DEED TO 821 INVESTMENTS LLC, RECORDED ON DOC 2022-00011173 OF THE DRHCT. SAID LOT TRACT OR PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT A:

BEGINNING AT A ½" IRON ROD FOUND IN THE SOUTH LINE OF FM 1214, THE NORTHEAST CORNER OF THE CLAUDE RANDALL DAWSON ET AL 3.53 ACRE TRACT RECORDED IN VOLUME 2306, PAGE 286 OF THE DRHCT, BEING THE NORTHWEST CORNER OF THIS TRACT;

THENCE, N 88°37'58" E (CONTROL LINE), 347.56 FEET ALONG THE SOUTH LINE OF FM 1214 TO A ½" IRON ROD SET IN THE DEEDED 325' ELEVATION LINE OF CEDAR CREEK LAKE, BEING THE NORTHEAST CORNER OF THIS TRACT;

THENCE, ALONG THE DEEDED 325' LINE AS FOLLOWS: S 28°00'00" E, 109.72 FEET; S 48°39'51" W, 45.49 FEET; S 24°33'43" W, 39.99 FEET; S 36°32'49" W, 80.00 FEET; S 10°33'43" W, 49.99 FEET; S 24°32'59" W, 40.00 FEET; S 00°28'03" E, 30.00 FEET; S 19°25'25" E, 80.00 FEET; S 23°33'31" W, 50.01 FEET; S 39°33'08" W, 50.00 FEET; S 20°32'55" W, 80.00 FEET; S 00°26'28" E, 40.00 FEET; S 89°34'43" W, 15.00 FEET; S 05°33'10" W, 65.00 FEET; S 01°31'14" W, 80.00 FEET; S 14°33'07" W, 50.01 FEET; S 42°33'22" W, 41.50 FEET TO A POINT IN THE EAST LINE OF SAID 3.53 ACRE TRACT, BEING THE SOUTHWEST CORNER OF THIS TRACT, WHICH BEARS S 07°43'30" W, 15.95 FEET FROM A FENCE CORNER;

THENCE, N 01°04'01" W, 880.18 FEET ALONG THE COMMON LINE OF THE 3.53 ACRE TRACT AND THIS TRACT TO THE POINT OF BEGINNING AND CONTAINING 4.20 ACRES OF LAND MORE OR LESS.

TRACT B:

BEGINNING AT A ½" IRON ROD FOUND IN THE SOUTH LINE OF FM 1214 THE NORTHWEST CORNER OF THE CANEY CITY HALL, BEING THE NORTHERLY NORTHEAST CORNER OF THE 34.361 ACRE TRACT AND THIS TRACT;

THENCE, ALONG THE COMMON LINE OF THE CANEY CITY HALL AND THIS TRACT AS FOLLOWS: S 00°48'15" E (CONTROL LINE), 205.73 FEET TO A ½" IRON ROD FOUND; N 89°58'42" E, 105.81 FEET; N 88°39'45" E, 104.36 FEET TO A ½" IRON ROD FOUND IN THE WEST LINE OF BRIDGEVIEW ADDITION ACCORDING TO THE PLAT RECORDED IN VOLUME 4, PAGE 24, PRHCT, BEING THE NORTHEAST CORNER OF THE 34.361 ACRE TRACT AND THIS TRACT;

THENCE, ALONG THE COMMON LINE OF BRIDGEVIEW ADDITION AND THIS TRACT AS FOLLOWS: S 01°16'24" E, 1006.29 FEET TO A ½" IRON ROD FOUND; S 00°58'16" E, 119.76 FEET TO A POINT FOR CORNER IN NORTH RIGHT OF WAY LINE OF SMOTHERS ROAD, THE MOST EASTERLY SOUTHEAST CORNER OF THIS TRACT;

THENCE ALONG THE RIGHT OF WAY LINE OF SMOTHERS ROAD AS FOLLOWS: S 87°57'47" W, 360.83 FEET TO A ½" IRON ROD SET; S 00°58'13" E, 434.51 FEET TO A ½" IRON ROD SET IN THE NORTH LINE OF BRIDGEVIEW ADDITION, AT THE MOST SOUTHERLY SOUTHEAST CORNER OF THIS TRACT;

THENCE S 88°58'59" W, 418.39 FEET ALONG THE COMMON LINE OF BRIDGEVIEW ADDITION AND THIS TRACT TO A 1" IRON PIPE FOUND IN THE DEED 325' ELEVATION LINE OF CEDAR CREEK RESERVOIR, AT THE SOUTHWEST CORNER OF THIS TRACT;

THENCE ALONG THE DEEDED 325' ELEVATION LINE AS FOLLOWS: N 51°36'11" W, 44.99 FEET; N 56°29'13" W, 240.00 FEET; N 24°29'13" W, 100.00 FEET; N 41°29'13" W, 110.00 FEET; N 20°29'13" W, 80.00 FEET; N 37°05'22" W, 50.38 FEET; N 26°29'13" W, 100.00 FEET; S 81°30'47" W, 30.00 FEET; N 60°29'13" W, 25.00; N 17°59'56" W, 21.85 FEET; N 65°33'20" E, 40.01 FEET; N 48°27'20" W, 29.99 FEET; N 05°33'01" E, 145.00 FEET; N 27°25'28" W, 20.00 FEET; N 24°33'22" E, 70.00 FEET; S 89°34'15" W, 20.00 FEET; N 00°27'11" W, 20.00 FEET; N 37°33'01" E, 60.00 FEET; N 26°33'15" E, 150.00 FEET; N 12°26'50" W, 85.00 FEET; N 19°33'00" E, 40.00 FEET; N 20°27'09" W, 59.99 FEET; N 36°33'17" E, 140.01 FEET; N 10°32'24" E, 15.00 FEET; N 46°33'20" E, 70.00 FEET; N 21°27'22" W, 65.00 FEET; N 16°33'11" E, 50.00 FEET; N 60°33'16" E, 25.00 FEET; N 08°33'17" E, 80.00 FEET; N 32°33'20" E, 90.00 FEET; N 68°33'18" E, 49.99 FEET; N 30°26'43" W, 85.01 FEET; S 14°26'46" E, 70.01 FEET; S 69°33'40" W, 19.99 FEET; N 31°26'31" W, 60.01 FEET; N 43°27'01" W, 49.85 FEET TO A ½" IRON ROD SET IN THE SOUTH LINE OF FM 1214, BEING THE NORTHWEST CORNER OF THIS TRACT;

THENCE, N 88°37'58" E, 794.25 FEET ALONG THE SOUTH LINE OF FM 1214 AND THE NORTH LINE OF THIS TRACT TO THE POINT OF BEGINNING AND CONTAINING 40.16 ACRES OF LAND MORE OR LESS.

STATE OF TEXAS, COUNTY OF
BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS ON THIS DAY PERSONALLY APPEARED DAVID H. CRAIG, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT; AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 21st DAY OF NOVEMBER 2024

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SANDRA D. MAYO
Notary Public
STATE OF TEXAS
Notary ID # 129036577-4
My Comm. Exp. June 27, 2028

CITY OF CANEY CITY
CANEY CITY, TEXAS

APPROVED BY CITY OF CANEY CITY, HENDERSON COUNTY, TEXAS,
THIS THE 26 DAY OF November 2024.

MAYOR

Blake Box
CITY SECRETARY

CANEY CITY AND/OR HENDERSON COUNTY WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SAID DRAINAGE EASEMENTS OR FOR THE CONTROL OF EROSION.

CANEY CITY AND/OR HENDERSON COUNTY WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY, OR LOSS OF LIFE, OR PROPERTY OCCASIONED BY FLOODING OR FLOODING CONDITIONS.

WATER SERVICE AND SANITARY SEWER IS AVAILABLE AND NO O.S.S.F. WILL BE ALLOWED

ACCEPTED BY _____ DATE 11/20 20 24
TARRANT REGIONAL WATER DISTRICT

SURVEYOR'S CERTIFICATE

I, GARY L. HARDIN, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4207, DO HEREBY CERTIFY THAT THE PLAT HEREON REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION, THE LINES AND DIMENSIONS OF SAID PROPERTY BEING AS INDICATED.

GARY L. HARDIN, RPLS NO. 4207

STATE OF TEXAS
REGISTERED
GARY L. HARDIN
4207
PROFESSIONAL
LAND SURVEYOR

FLOOD LINE NOTE
FLOOD LINE SHOWN IS FROM THE NATIONAL FLOOD HAZARD LAYER, A GIS DATABASE OF FLOOD RISKS AND REGULATORY FLOOD DETERMINATION DATA. THIS ITEM IS A REFERENCE TO THE FEMA REST URL AND PROVIDED SO IT CAN BE MORE EASILY DISCOVERED IN ARCGIS ONLINE.

FLOOD STATEMENT
THIS TRACT DOES LIE WITHIN A FLOOD HAZARD AREA KNOWN AS ZONE "A" AS INDICATED ON FEMA FIRM MAP COMMUNITY PANEL NO. 48213C0300 E. THIS STATEMENT IS BASED SOLEY ON THE FEMA FIRM MAP AND IS NOT INTENDED TO IMPLY THAT ANY FIELD VERIFICATION WAS MADE TO MAKE THIS DETERMINATION.

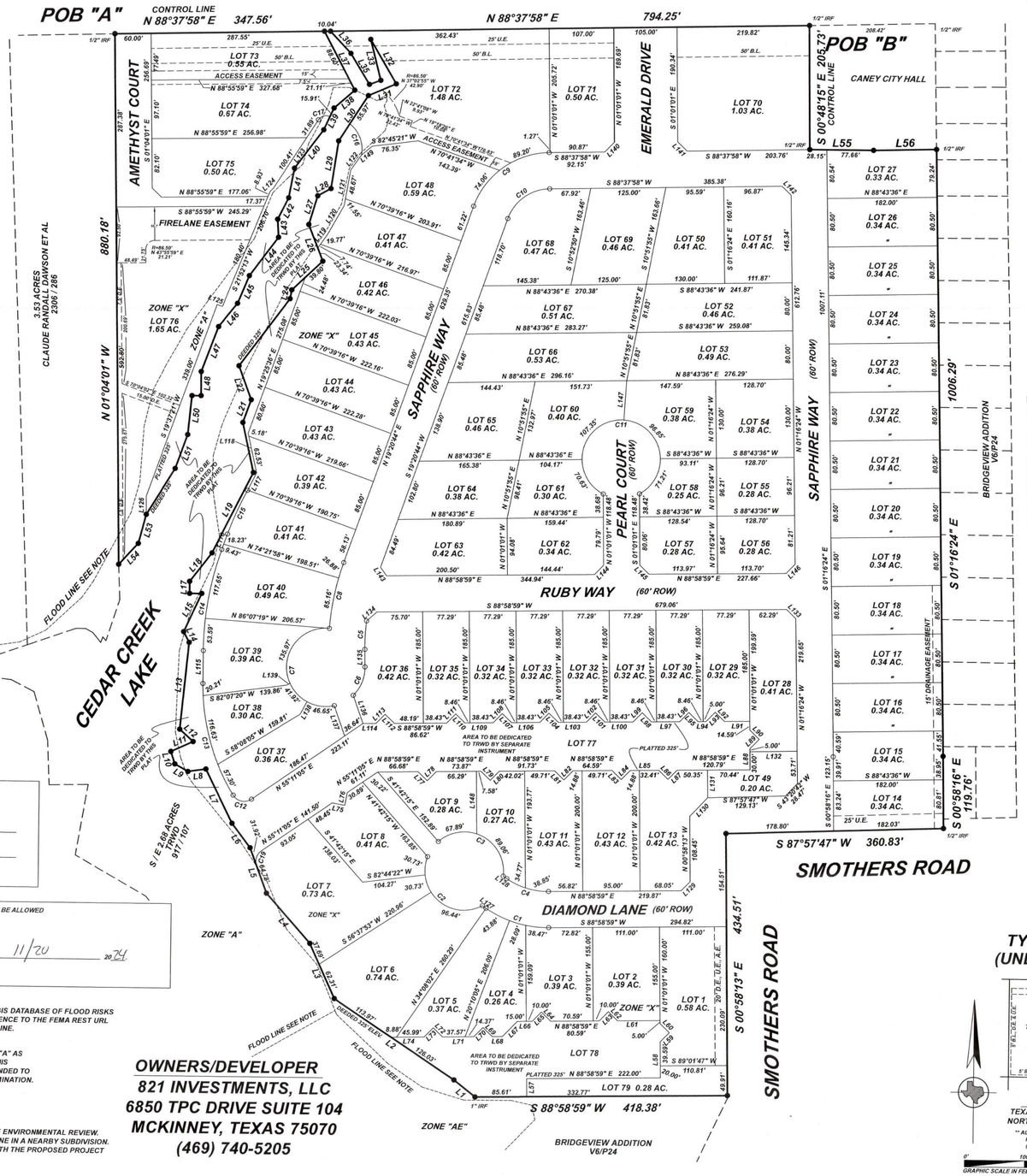
GENERAL NOTE: REFER TO GRADING AND DRAINAGE PLANS FOR ADDITION INFORMATION

THERE WAS A HISTORICAL ASSESSMENT COMPLETED AS A PART OF THE ENVIRONMENTAL REVIEW. THE ONLY ITEMS OF HISTORICAL SIGNIFICANCE NOTED WAS A HEADSTONE IN A NEARBY SUBDIVISION. THE HEADSTONE WAS LOCATED AND FOUND TO NOT BE IN CONFLICT WITH THE PROPOSED PROJECT

OWNERS/DEVELOPER
821 INVESTMENTS, LLC
6850 TPC DRIVE SUITE 104
MCKINNEY, TEXAS 75070
(469) 740-5205

CHANNEL MAINTENANCE PLAN FOR EMERALD BAY SUBDIVISION IN CANEY CITY:
IN THE EVENT THAT ANY OF THE CHANNELS INCLUDED IN THE PROPOSED EMERALD BAY SUBDIVISION ARE DETERMINED TO BE IMPASSABLE DUE TO EXCESSIVE SILTATION OF THE CHANNEL, IT IS PROPOSED THAT THE HOME OWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR ARRANGING THE DREDGING OF THE CHANNELS AT THE EXPENSE OF THE HOME OWNER'S ASSOCIATION, AND/OR WATERFRONT LOT OWNERS. ADDITIONALLY, THE HOME OWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR ENSURING ALL NECESSARY PERMITS ARE OBTAINED PRIOR TO ALLOWING DREDGING OPERATIONS TO BEGIN. TARRANT REGIONAL WATER DISTRICT WILL NOT BE RESPONSIBLE FOR DREDGING OR MAINTAINING THE CHANNELS CREATED BY EMERALD BAY SUBDIVISION IMPROVEMENTS. THE PROCESS FOR DREDGING, DEWATERING, AND REMOVAL OF SILT SHOULD BE SIMILAR TO PROCESS PROVIDED BELOW, AND SHALL ALSO COMPLY WITH US ARMY CORPS OF ENGINEERS, AND TARRANT REGIONAL WATER DISTRICT.

DREDGING WILL BE ACCOMPLISHED USING A "ONE-STEP REMOVAL" TECHNIQUE THAT ALLOWS NO MORE THAN INCIDENTAL FALLBACK INTO THE LAKE. SILT FROM THE CHANNELS SHALL BE DREDGED FROM A BARGE, MECHANICALLY OR HYDRAULICALLY, AND LOADED INTO A TEMPORARY STORAGE CONTAINER (DCY CONTAINER OR SIMILAR) ON A SEPARATE BARGE. THE TEMPORARY STORAGE CONTAINER SHALL BE A TYPE THAT DOES NOT ALLOW LEAKING WATER TO RETURN TO THE LAKE, SUCH AS SEALED ROLL-OFF DUMPSTER. THE LOADED BARGE WILL BE TRANSPORTED TO THE SHORE WHERE THE STORAGE CONTAINER WILL THEN BE UNLOADED ABOVE 322.60 MSL. MULTIPLE BARGES MAY BE USED FOR TRANSPORTING THE DREDGED MATERIAL. AFTER A PERIOD OF 24-48 HOURS AS REQUIRED FOR DEWATERING AND SETTLING OF DREDGED MATERIAL, CLEAN WATER WILL BE REMOVED FROM STORAGE BY PUMP OR OTHER APPROPRIATE MEANS. ALTERNATIVELY, THE ONE-STEP REMOVAL TECHNIQUE FOR WET SOIL MANAGEMENT ALLOWS FOR THE CONSTRUCTION OF AN UPLAND BERM WHICH A CONCAVE DEWATERING AND LOADING AREA FOR DEWATERING, EITHER METHOD OF DEWATERING SHALL MAKE USE OF PUBLIC ROW, EASEMENTS, OR PRIVATE LOT WITH OWNER'S PERMISSION. STORAGE CURRENTLY PROVIDED BY PUBLIC ROW OR EASEMENTS WITHIN EMERALD BAY SUBDIVISION CURRENTLY INCLUDES LOTS 1, 14, 27, 71, 72, 73, 74, 75, 76 OR APPROXIMATELY 5.0 ACRES. DRY EARTH MATERIAL WILL BE REMOVED FROM THE TEMPORARY STORAGE LOCATION AND HAULED OFF-SITE BY TRUCK TO A LOCATION TO BE DETERMINED PRIOR TO BEGINNING DREDGING OPERATIONS.



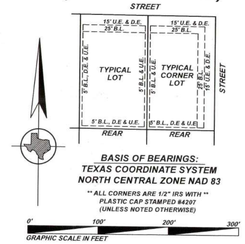
CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	180.00'	110.43'	N 73°25'29" W	108.71'
C2	65.00'	197.90'	N 48°47'06" W	121.64'
C3	65.00'	156.96'	S 63°31'42" E	121.51'
C4	120.00'	73.63'	S 73°26'29" E	72.47'
C5	355.00'	47.46'	S 02°46'47" W	47.43'
C6	65.00'	51.31'	S 21°57'11" W	50.59'
C7	65.00'	224.55'	N 04°13'49" W	128.42'
C8	415.00'	112.04'	N 17°39'40" W	111.70'
C9	135.00'	163.25'	N 53°59'21" E	153.49'
C10	75.00'	90.78'	N 53°59'21" E	85.37'
C11	65.00'	346.04'	N 88°58'59" E	60.00'
C12	21.50'	34.91'	N 79°17'58" W	31.20'
C13	350.00'	194.14'	N 15°53'27" W	191.67'
C14	500.00'	171.24'	N 09°46'41" E	170.40'
C15	552.66'	79.94'	N 23°55'54" E	79.87'
C16	53.80'	58.28'	N 20°50'58" W	55.49'
C17	15.00'	21.49'	S 73°48'06" W	19.70'
	21.50'	28.39'	S 17°21'03" W	26.38'

LINE TABLE

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 51°36'11" W	44.99'	L76	N 10°11'05" E	21.50'
L2	N 56°29'13" W	240.00'	L77	S 46°01'01" E	21.50'
L3	N 24°29'13" W	100.00'	L78	N 43°58'59" E	21.50'
L4	N 41°29'13" W	110.00'	L79	S 46°01'01" E	21.50'
L5	N 20°29'13" W	80.00'	L80	N 43°58'59" E	21.50'
L6	N 37°05'22" W	50.38'	L81	S 46°01'01" E	21.50'
L7	N 26°29'13" W	100.00'	L82	N 43°58'59" E	21.50'
L8	S 81°30'47" W	30.00'	L83	S 46°01'01" E	21.50'
L9	N 60°29'48" W	25.01'	L84	N 43°58'59" E	21.50'
L10	N 17°59'56" W	21.85'	L85	N 88°58'59" E	47.38'
L11	N 65°22'20" E	40.01'	L86	S 46°01'01" E	40.01'
L12	N 48°27'20" W	29.99'	L87	N 43°58'59" E	21.50'
L13	N 05°33'01" E	145.00'	L88	N 01°01'01" W	35.00'
L14	N 27°25'28" W	20.00'	L89	N 43°58'59" E	21.50'
L15	N 24°33'22" E	70.00'	L90	N 46°01'01" W	21.50'
L16	S 89°34'15" W	20.00'	L91	S 88°58'59" W	21.50'
L17	N 00°27'11" W	20.00'	L92	N 46°01'01" W	21.50'
L18	N 37°33'01" E	60.00'	L93	N 43°58'59" E	21.50'
L19	N 26°33'15" E	150.00'	L94	S 88°58'59" W	13.46'
L20	N 12°26'50" W	85.00'	L95	N 46°01'01" W	21.50'
L21	N 19°33'00" E	40.00'	L96	S 43°58'59" W	21.50'
L22	N 20°27'09" W	59.99'	L97	S 46°01'01" E	46.89'
L23	N 36°33'17" E	140.01'	L98	N 46°01'01" W	21.50'
L24	N 10°32'24" E	15.00'	L99	S 43°58'59" W	21.50'
L25	N 46°33'20" E	70.00'	L100	S 88°58'59" W	46.89'
L26	N 21°27'22" W	65.00'	L101	N 46°01'01" W	21.50'
L27	N 16°33'11" E	50.00'	L102	S 43°58'59" W	21.50'
L28	N 60°33'16" E	25.00'	L103	S 88°58'59" W	46.89'
L29	N 08°33'17" E	80.00'	L104	N 46°01'01" W	21.50'
L30	N 32°33'20" E	90.00'	L105	S 43°58'59" W	21.50'
L31	N 68°33'18" E	49.99'	L106	S 88°58'59" W	46.89'
L32	N 30°26'43" W	85.01'	L107	N 46°01'01" W	21.50'
L33	S 14°26'46" E	70.01'	L108	S 43°58'59" W	21.50'
L34	S 69°33'40" W	19.99'	L109	S 88°58'59" W	46.89'
L35	N 31°26'31" W	60.01'	L110	N 46°01'01" W	21.50'
L36	N 43°27'01" W	49.85'	L111	S 43°58'59" W	21.50'
L37	S 28°00'00" E	109.72'	L112	N 46°01'01" W	21.50'
L38	S 48°39'51" W	45.49'	L113	S 43°58'59" W	21.50'
L39	S 24°33'43" W	39.99'	L114	S 88°58'59" W	21.63'
L40	S 36°32'49" W	80.00'	L115	North	34.47'
L41	S 10°33'43" W	49.99'	L116	N 19°37'21" E	57.65'
L42	S 24°32'59" W	40.00'	L117	N 28°33'15" E	32.11'
L43	S 03°28'03" E	30.00'	L118	N 12°26'50" W	67.71'
L44	S 36°33'02" W	80.00'	L119	N 34°58'32" E	37.51'
L45	S 22°33'31" W	50.01'	L120	N 29°19'38" E	55.40'
L46	S 39°33'08" W	50.00'	L121	N 10°30'10" E	60.22'
L47	S 20°32'55" W	80.00'	L122	N 34°57'36" E	30.26'
L48	S 00°26'28" E	40.00'	L123	N 00°00'00" E	135.76'
L49	S 89°34'43" W	15.00'	L124	S 44°46'10" W	7.90'
L50	S 05°33'10" W	65.00'	L125	N 70°23'29" W	9.47'
L51	S 19°33'00" W	60.00'	L126	S 00°00'00" E	39.33'
L52	S 01°31'14" W	80.00'	L127	N 55°51'58" W	7.34'
L53	S 14°33'07" W	50.00'	L128	S 55°51'58" E	7.34'
L54	S 42°33'22" W	47.50'	L129	N 44°00'23" E	21.22'
L55	N 89°58'42" E	105.81'	L130	N 44°00'23" E	42.83'
L56	N 88°39'45" E	104.36'	L131	N 01°01'44" W	46.01'
L57	N 01°01'01" W	30.00'	L132	N 88°43'36" E	79.33'
L58	N 01°01'01" W	59.59'	L133	N 46°08'42" W	21.26'
L59	N 43°58'59" E	21.50'	L134	S 46°08'42" E	22.29'
L60	N 46°01'01" W	21.50'	L135	S 01°01'01" E	29.28'
L61	S 88°58'59" W	70.59'	L136	S 01°01'01" E	45.01'
L62	N 46°01'01" W	21.50'	L137	N 19°26'09" W	53.15'
L63	S 43°58'59" W	21.50'	L138	S 88°58'59" W	23.52'
L64	N 46°01'01" W	21.50'	L139	S 44°27'11" E	6.21'
L65	S 88°58'59" W	21.50'	L140	N 43°58'59" E	22.81'
L66	S 46°01'01" E	25.00'	L141	S 46°01'01" E	21.63'
L67	S 43°58'59" W	35.35'	L142	N 46°18'13" W	21.20'
L68	S 88°58'59" W	16.51'	L143	S 35°30'06" E	17.13'
L69	N 46°01'01" W	21.50'	L144	N 43°58'59" E	21.21'
L70	S 43°58'59" W	21.50'	L145	S 46°01'01" E	21.21'
L71	S 88°58'59" W	51.94'	L146	N 43°51'18" E	21.17'
L72	N 46°01'01" W	21.50'	L147	N 03°21'12" E	65.42'
L73	S 43°58'59" W	21.50'	L148	N 01°01'01" W	103.82'
L74	S 88°58'59" W	54.97'	L149	S 49°37'23" W	23.37'
L75	S 79°46'55" E	21.50'			

TYPICAL LOT (UNLESS NOTED)



BASIS OF BEARINGS:
TEXAS COORDINATE SYSTEM
NORTH CENTRAL ZONE NAD 83
** ALL CORNERS ARE 1/2" IRS WITH ** PLASTIC CAP STAMPED 4207 (UNLESS NOTED OTHERWISE)

0' 100' 200' 300'
GRAPHIC SCALE IN FEET

HARDIN SURVEYING
201 E. MASON STREET
MABANK, TEXAS 75147
(903) 887-5674
FIRM# 10114700

DATE PERFORMED: NOVEMBER 14, 2024
SCALE: 1"= 100 FEET
WORK ORDER # 2208056 DRAWN BY: BH
FIELDED BY: TS CHECKED BY: TP

FINAL PLAT EMERALD BAY SUBDIVISION

79 LOTS
44.36 ACRES
M.M. SANCHEZ SURVEY, A-697
CANEY CITY
HENDERSON COUNTY, TEXAS

Director O’Neal seconded the motion, and the votes were 5 in favor, 0 against.

21.

With the recommendation of management, Director Team moved to approve authority to acquire, by purchase, interests in the following described tract(s), which are necessary for the public use and purpose of construction and operation of the Cedar Creek Pipeline Rehab Project.

Temporary easement interests across an approximately 0.0660-acre tract of land, an approximately 0.4591-acre tract of land, and an approximately 0.2296-acre tract of land, each located in the W. Newell Survey, Abstract No. 593, Henderson County, Texas, and being portions of a called 100-acre tract of land conveyed to Delbert R. Litchfield and Joyce Litchfield, by deed thereof filed for record in Volume 1537, Page 296, Deed Records, Henderson County, Texas, and being further described in the accompanying resolution and in the survey plat(s) attached hereto for the negotiated compensation of $19,925.

TARRANT REGIONAL WATER DISTRICT
CEDAR CREEK SECTION IV PIPELINE REPLACEMENT
AND CC1 IMPROVEMENTS

PARCEL NO. 5
W. NEWELL SURVEY, ABSTRACT NO. 593
HENDERSON COUNTY, TEXAS

BEING a 0.0660 acre tract of land located in the W. Newell Survey, Abstract No. 593, Henderson County, Texas, said 0.0660 acre tract of land being a portion of a called 100 acre tract of land conveyed to **DELBERT R. LITCHFIELD and JOYCE LITCHFIELD**, by deed thereof filed for record in Volume 1537, Page 296, Deed Records, Henderson County, Texas (D.R.H.C.T.), said 0.0660 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 4 inch metal post found at the northwest property corner of the said 100 acre tract, same being a southeast property corner of a called 1,157.303 acre tract of land conveyed to Jimmy Michael Negem, Sr., by deed thereof filed for record in Henderson County Clerk's Instrument No. 2021-00023756, Official Public Records, Henderson County, Texas, said post found being South 89°16'34" West, a distance of 844.63 feet from a 1/2 inch iron rod found (Controlling Monument) at a southeast property corner of the said 1,157.303 acre tract, same being the most southerly southwest property corner of a called 411.866 acre tract of land conveyed to Donald J. Rice, by deed thereof filed for record in Volume 2944, Page 278, D.R.H.C.T.;

THENCE South 01°22'15" East, along the west property line of the said 100 acre tract, same being an east property line of the said 1,157.303 acre tract, a distance of 792.72 feet to the intersection of the said property lines with the south line of an existing 100 feet wide Pipeline Right-of-Way Easement to Tarrant County Water Control & Improvement District No. 1, described as "Tract H-5" in the deed thereof filed for record in Volume 676, Page 638, D.R.H.C.T., and being at the **POINT OF BEGINNING** of the herein described tract of land, said beginning point also having a NAD83 Texas North Central Zone (4202) grid coordinate of N: 6,786,890.48 and E: 2,665,659.73 and Station No. 3581+18.11, 66.29 feet right;

THENCE South 77°17'35" East, along the said south line of the existing easement, a distance of 146.26 feet to a point for corner having a Station No. 3582+64.37, 66.17 feet right;

THENCE South 12°42'25" West, over and across the said 100 acre tract, a distance of 20.00 feet;

THENCE North 77°17'35" West, continuing over and across the said 100 acre tract, and along a line 20 feet south of and parallel with the said existing easement line, a distance of 141.25 feet to the aforesaid west property line of the said 100 acre tract, same being the aforementioned east property line of the 1,157.303 acre tract;

THENCE North 01°22'15" West, along the said property lines, a distance of 20.62 feet to the **POINT OF BEGINNING.**

The hereinabove described tract of land contains a computed area of **0.0660 acres (2,875 square feet)** of land, more or less.

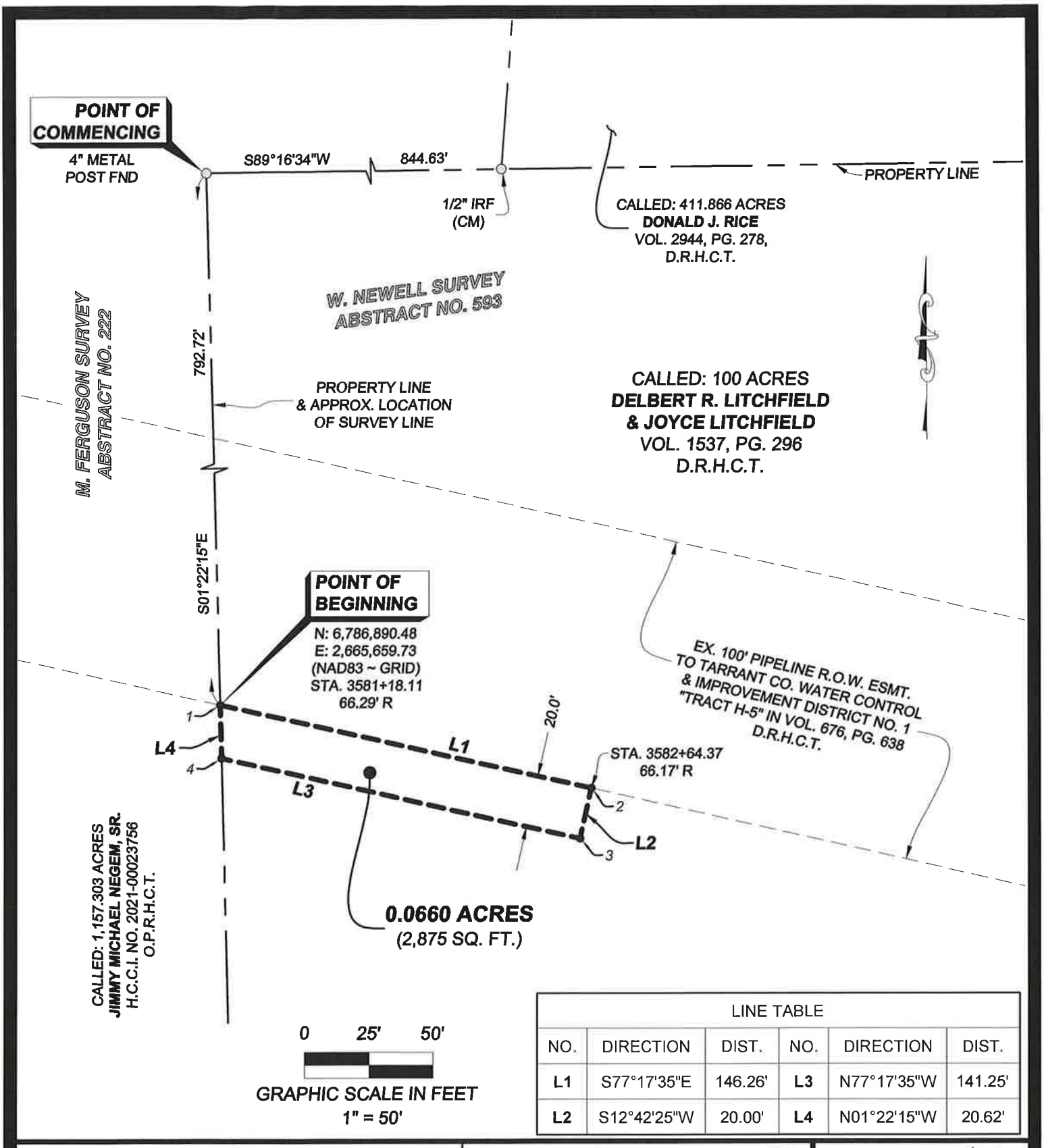
The bearings recited hereinabove are referenced to the Texas Coordinate System of 1983, Texas North Central Zone 4202, NAD83, 2011 Adjustment.

I Eric S. Spooner, a Registered Professional Land Surveyor in the State of Texas, do hereby state that the foregoing description accurately sets out the metes and bounds description of the easement tract described herein.

2/18/26



Eric S. Spooner, RPLS
Spooner & Associates, Inc.
Texas Registration No. 5922
TBPLS Firm No. 10054900



LINE TABLE					
NO.	DIRECTION	DIST.	NO.	DIRECTION	DIST.
L1	S77°17'35"E	146.26'	L3	N77°17'35"W	141.25'
L2	S12°42'25"W	20.00'	L4	N01°22'15"W	20.62'

TARRANT REGIONAL WATER DISTRICT

CEDAR CREEK SECTION IV PIPELINE REPLACEMENT & CC1 IMPROVEMENTS

HENDERSON COUNTY, TEXAS

THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE 4202, NAD83, 2011 ADJUSTMENT.

PROPERTY: DELBERT & JOYCE LITCHFIELD, VOL. 1537, PG. 296, D.R.H.C.T.
WHOLE PROPERTY ACREAGE: CALLED 100 ACRES (DEED)
24121 P5 LITCHFIELD TCE A.dwg

S&A JOB NO.: 24121
DATE: 02/18/2026
DRAWN BY: C. REEDER
CHECKED BY: E. SPOONER

SPOONER & ASSOCIATES
REGISTERED PROFESSIONAL LAND SURVEYORS
OVER 30 YEARS OF SERVICE
309 BYERS STREET, SUITE 100, EULESS, TEXAS 76039
(817) 685-8448 WWW.SPOONERSURVEYORS.COM
TBPLS FIRM NO. 10054900

2/18/26
STATE OF TEXAS
REGISTERED
ERIC S. SPOONER
5922
PROFESSIONAL
LAND SURVEYOR

PARCEL 5 ~ LITCHFIELD

POINT TABLE				
POINT	PROJECT N	PROJECT E	GRID N	GRID E
1	6,787,297.69	2,665,819.67	6,786,890.48	2,665,659.73
2	6,787,265.52	2,665,962.35	6,786,858.31	2,665,802.41
3	6,787,246.01	2,665,957.95	6,786,838.80	2,665,798.01
4	6,787,277.08	2,665,820.16	6,786,869.87	2,665,660.22

COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE (4202), AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. PROJECT COORDINATES ARE SCALED AT 0,0 USING A COMBINED SCALE FACTOR OF 1.000060.

TARRANT REGIONAL WATER DISTRICT

CEDAR CREEK SECTION IV PIPELINE REPLACEMENT & CC1 IMPROVEMENTS

HENDERSON COUNTY, TEXAS

THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE 4202, NAD83, 2011 ADJUSTMENT.

PROPERTY: DELBERT & JOYCE LITCHFIELD, VOL. 1537, PG. 296, D.R.H.C.T.
WHOLE PROPERTY ACREAGE: CALLED 100 ACRES (DEED)
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2/18/26
STATE OF TEXAS
REGISTERED
ERIC S. SPOONER
5922
PROFESSIONAL
LAND SURVEYOR

PARCEL 5 ~ LITCHFIELD

TARRANT REGIONAL WATER DISTRICT
CEDAR CREEK SECTION IV PIPELINE REPLACEMENT
AND CC1 IMPROVEMENTS

PARCEL NO. 5
W. NEWELL SURVEY, ABSTRACT NO. 593
HENDERSON COUNTY, TEXAS

BEING a 0.4591 acre tract of land located in the W. Newell Survey, Abstract No. 593, Henderson County, Texas, said 0.4591 acre tract of land being a portion of a called 100 acre tract of land conveyed to **DELBERT R. LITCHFIELD and JOYCE LITCHFIELD**, by deed thereof filed for record in Volume 1537, Page 296, Deed Records, Henderson County, Texas (D.R.H.C.T.), said 0.4591 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 4 inch metal post found at the northwest property corner of the said 100 acre tract, same being a southeast property corner of a called 1,157.303 acre tract of land conveyed to Jimmy Michael Negem, Sr., by deed thereof filed for record in Henderson County Clerk's Instrument No. 2021-00023756, Official Public Records, Henderson County, Texas, said post found being South 89°16'34" West, a distance of 844.63 feet from a 1/2 inch iron rod found (Controlling Monument) at a southeast property corner of the said 1,157.303 acre tract, same being the most southerly southwest property corner of a called 411.866 acre tract of land conveyed to Donald J. Rice, by deed thereof filed for record in Volume 2944, Page 278, D.R.H.C.T.;

THENCE South 01°22'15" East, along the west property line of the said 100 acre tract, same being an east property line of the said 1,157.303 acre tract, a distance of 792.72 feet to the intersection of the said property lines with the south line of an existing 100 feet wide Pipeline Right-of-Way Easement to Tarrant County Water Control & Improvement District No. 1, described as "Tract H-5" in the deed thereof filed for record in Volume 676, Page 638, D.R.H.C.T.

THENCE South 77°17'35" East, departing the said property lines, over and across the said 100 acre tract, and along the said south line of the existing easement, a distance of 361.26 feet to the **POINT OF BEGINNING** of the herein described tract of land, said beginning point having a NAD83 Texas North Central Zone (4202) grid coordinate of N: 6,786,811.02 and E: 2,666,012.12, and Station No. 3584+79.37, 66.01 feet right;

THENCE South 77°17'35" East, along the said existing easement line, at a distance of 115.67 feet passing the southeast corner of said Tract H-5, same being a southwest easement corner of an existing 100 feet wide Pipeline Right-of-Way Easement to Tarrant County Water Control and Improvement District No. 1, described as "Tract H-18" in the deed thereof filed for record in Volume 679, Page 497, D.R.H.C.T., and continuing along the south line of said Tract H-18, in all a total distance of 1,000.00 feet to a point for corner having a Station No. 3594+79.37, 65.23 feet right;

THENCE South 12°42'25" West, departing the said existing easement line, continuing over and across the said 100 acre tract, a distance of 20.00 feet;

THENCE North 77°17'35" West, continuing over and across the said 100 acre tract, and along a line 20 feet south of and parallel with the said south lines of Tracts H-18 and H-5, a distance of 1,000.00 feet;

THENCE North 12°42'25" East, continuing over and across the said 100 acre tract, a distance of 20.00 feet to the **POINT OF BEGINNING.**

The hereinabove described tract of land contains a computed area of **0.4591 acres (20,000 square feet)** of land, more or less.

The bearings recited hereinabove are referenced to the Texas Coordinate System of 1983, Texas North Central Zone 4202, NAD83, 2011 Adjustment.

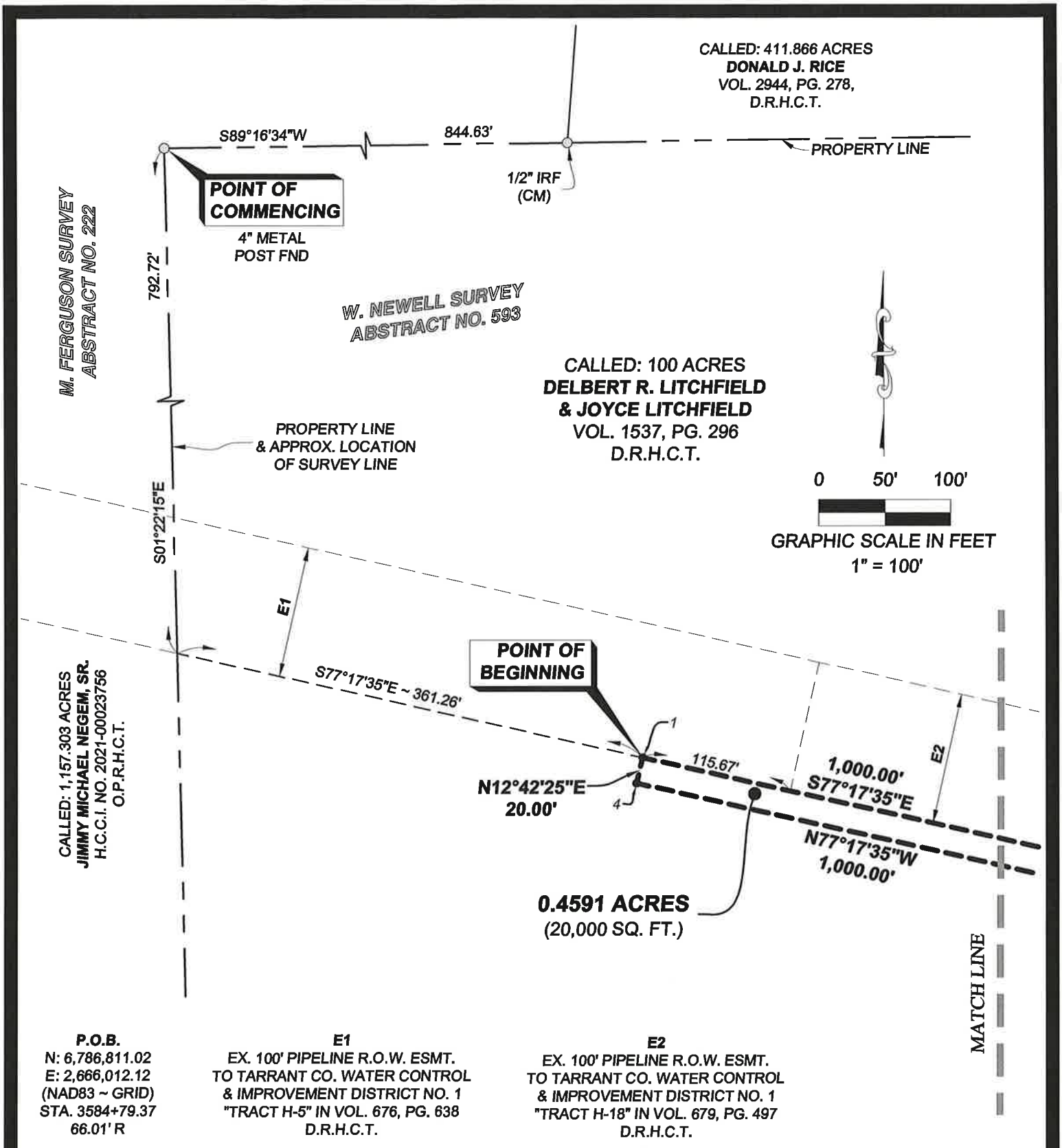
I Eric S. Spooner, a Registered Professional Land Surveyor in the State of Texas, do hereby state that the foregoing description accurately sets out the metes and bounds description of the easement tract described herein.

2/18/26

Eric S. Spooner, RPLS
Spooner & Associates, Inc.
Texas Registration No. 5922
TBPLS Firm No. 10054900



Spooner & Associates, Inc., 309 Byers Street, Suite 100, Euless, Texas 76039 - PH. 817-685-8448 - espooner@spoonersurveyors.com - S&A 24121



P.O.B.
N: 6,786,811.02
E: 2,666,012.12
(NAD83 ~ GRID)
STA. 3584+79.37
66.01' R

E1
EX. 100' PIPELINE R.O.W. ESMT.
TO TARRANT CO. WATER CONTROL
& IMPROVEMENT DISTRICT NO. 1
"TRACT H-5" IN VOL. 676, PG. 638
D.R.H.C.T.

E2
EX. 100' PIPELINE R.O.W. ESMT.
TO TARRANT CO. WATER CONTROL
& IMPROVEMENT DISTRICT NO. 1
"TRACT H-18" IN VOL. 679, PG. 497
D.R.H.C.T.

TARRANT REGIONAL WATER DISTRICT

CEDAR CREEK SECTION IV PIPELINE REPLACEMENT & CC1 IMPROVEMENTS

HENDERSON COUNTY, TEXAS

THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE 4202, NAD83, 2011 ADJUSTMENT.

PROPERTY: DELBERT & JOYCE LITCHFIELD, VOL. 1537, PG. 296, D.R.H.C.T.
WHOLE PROPERTY ACREAGE: CALLED 100 ACRES (DEED)
24121 P5 LITCHFIELD TCE B.dwg

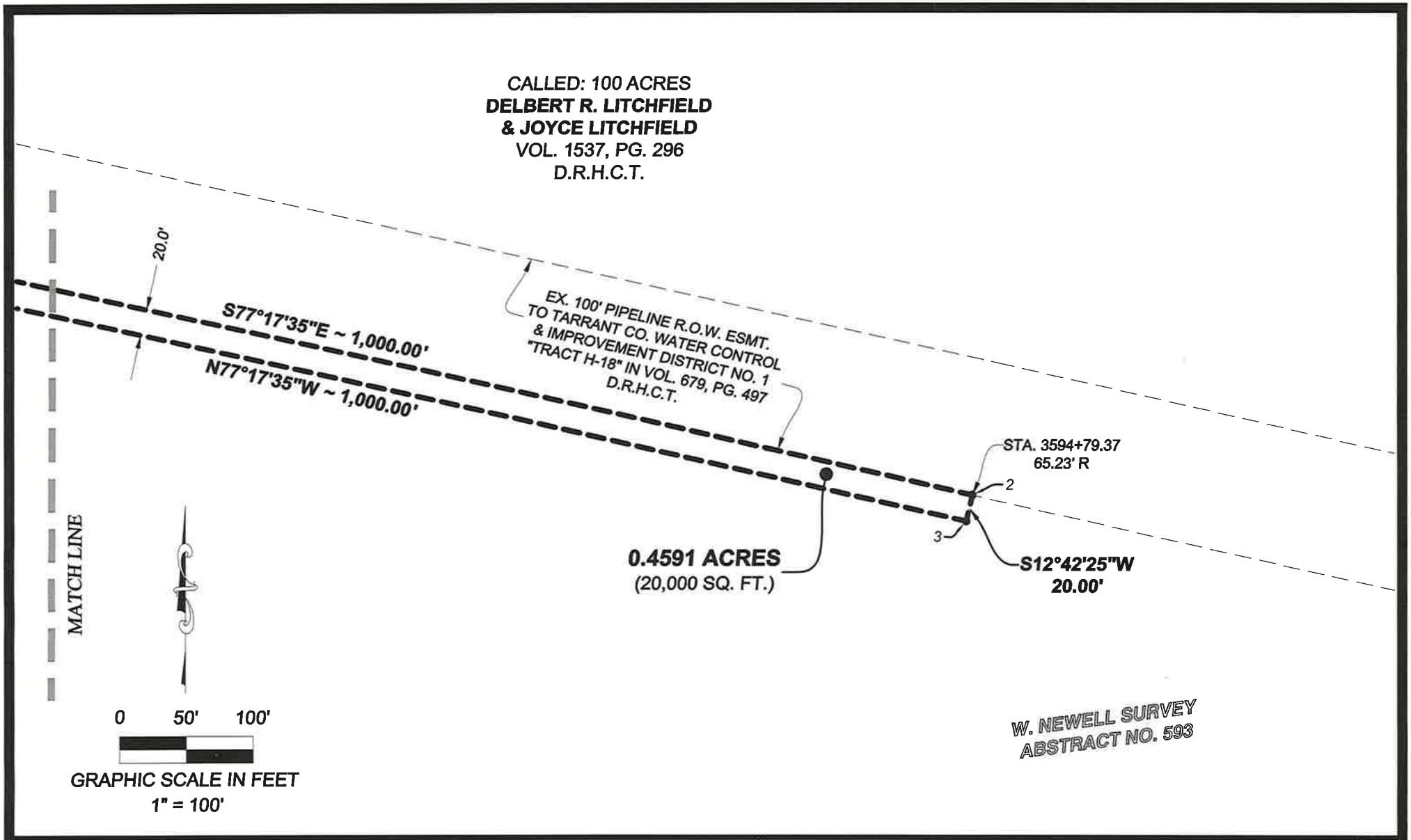
S&A JOB NO.: 24121
DATE: 02/18/2026

DRAWN BY: C. REEDER
CHECKED BY: E. SPOONER

SPOONER & ASSOCIATES
REGISTERED PROFESSIONAL LAND SURVEYORS
OVER 30 YEARS OF SERVICE
309 BYERS STREET, SUITE 100, EULESS, TEXAS 76039
(817) 685-8448 WWW.SPOONERSURVEYORS.COM
TBPLS FIRM NO. 10054900

2/18/26
STATE OF TEXAS
REGISTERED
ERIC S. SPOONER
5922
PROFESSIONAL
LAND SURVEYOR

PARCEL 5 ~ LITCHFIELD



TARRANT REGIONAL WATER DISTRICT
CEDAR CREEK SECTION IV PIPELINE REPLACEMENT & CC1 IMPROVEMENTS
HENDERSON COUNTY, TEXAS

THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE 4202, NAD83, 2011 ADJUSTMENT.

PROPERTY: DELBERT & JOYCE LITCHFIELD, VOL. 1537, PG. 296	PROPERTY ACREAGE: CALLED 100 ACRES (DEED)	
24121 P5 LITCHFIELD TCE B.dwg	DRAWN BY: C. REEDER	CHECKED BY: E. SPOONER

SPOONER & ASSOCIATES
REGISTERED PROFESSIONAL LAND SURVEYORS
OVER 30 YEARS OF SERVICE
309 BYERS STREET, SUITE 100, EULESS, TEXAS 76039
(817) 685-8448 WWW.SPOONERSURVEYORS.COM
TBPLS FIRM NO. 10054900

PARCEL 5 ~ LITCHFIELD

2/18/24

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

POINT TABLE				
POINT	PROJECT N	PROJECT E	GRID N	GRID E
1	6,787,218.23	2,666,172.08	6,786,811.02	2,666,012.12
2	6,786,998.26	2,667,147.59	6,786,591.07	2,666,987.57
3	6,786,978.75	2,667,143.19	6,786,571.56	2,666,983.17
4	6,787,198.72	2,666,167.68	6,786,791.51	2,666,007.73

COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE (4202), AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. PROJECT COORDINATES ARE SCALED AT 0,0 USING A COMBINED SCALE FACTOR OF 1.000060.

TARRANT REGIONAL WATER DISTRICT
CEDAR CREEK SECTION IV PIPELINE REPLACEMENT & CC1 IMPROVEMENTS
HENDERSON COUNTY, TEXAS

THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE 4202, NAD83, 2011 ADJUSTMENT.

PROPERTY: DELBERT & JOYCE LITCHFIELD, VOL. 1537, PG. 296	PROPERTY ACREAGE: CALLED 100 ACRES (DEED)	
24121 P5 LITCHFIELD TCE B.dwg	DRAWN BY: C. REEDER	CHECKED BY: E. SPOONER

SPOONER & ASSOCIATES
REGISTERED PROFESSIONAL LAND SURVEYORS
OVER 30 YEARS OF SERVICE
309 BYERS STREET, SUITE 100, EULESS, TEXAS 76039
(817) 685-8448 WWW.SPOONERSURVEYORS.COM
TBPLS FIRM NO. 10054900

PARCEL 5 ~ LITCHFIELD

2/18/26
STATE OF TEXAS
REGISTERED
ERIC S. SPOONER
5922
PROFESSIONAL
LAND SURVEYOR

TARRANT REGIONAL WATER DISTRICT
CEDAR CREEK SECTION IV PIPELINE REPLACEMENT
AND CC1 IMPROVEMENTS

PARCEL NO. 5
W. NEWELL SURVEY, ABSTRACT NO. 593
HENDERSON COUNTY, TEXAS

BEING a 0.2296 acre tract of land located in the W. Newell Survey, Abstract No. 593, Henderson County, Texas, said 0.2296 acre tract of land being a portion of a called 100 acre tract of land conveyed to **DELBERT R. LITCHFIELD and JOYCE LITCHFIELD**, by deed thereof filed for record in Volume 1537, Page 296, Deed Records, Henderson County, Texas (D.R.H.C.T.), said 0.2296 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1 inch iron pipe found (Controlling Monument) at the northeast property corner of the said 100 acre tract, same being the northwest property corner of a called 81.90 acre tract of land conveyed to Marty L. Henderson and Stephanie A. Henderson, by deed thereof filed for record in Volume 1913, Page 318, D.R.H.C.T., and being on the most southerly property line of a called 411.866 acre tract of land conveyed to Donald J. Rice, by deed thereof filed for record in Volume 2944, Page 278, D.R.H.C.T., from which a 1/2 inch iron rod found (Controlling Monument) at the most southerly southwest property corner of the said 411.866 acre tract bears South 89°28'51" West, a distance of 2,152.10 feet;

THENCE South 02°14'18" East, along the east property line of the said 100 acre tract and along the west property line of the said 81.90 acre tract, a distance of 1,405.01 feet to the intersection of the said property lines with the north line of an existing 100 feet wide Pipeline Right-of-Way Easement to the Tarrant County Water Control and Improvement District No. 1, described as "Tract H-18" in the deed thereof filed for record in Volume 679, Page 497, D.R.H.C.T.;

THENCE North 77°17'35" West, along the said existing easement line, a distance of 355.80 feet to the **POINT OF BEGINNING** of the herein described tract of land, said beginning point having a NAD83 Texas North Central Zone (4202) grid coordinate of N: 6,786,387.50 and E: 2,668,344.97, and Station No. 3608+48.38, 35.50 feet left;

THENCE North 77°17'35" West, continuing along the said existing easement line, a distance of 500.00 feet to a point for corner having a Station No. 3603+48.30, 35.45 feet left;

THENCE North 12°42'25" East, over and across the said 100 acre tract, a distance of 20.00 feet;

THENCE South 77°17'35" East, continuing over and across the said 100 acre tract, and along a line 20 feet north of and parallel with the said existing easement line, a distance of 500.00 feet;

THENCE South 12°42'25" West, continuing over and across the said 100 acre tract, a distance of 20.00 feet to the **POINT OF BEGINNING**.

The hereinabove described tract of land contains a computed area of **0.2296 acres (10,000 square feet)** of land, more or less.

The bearings recited hereinabove are referenced to the Texas Coordinate System of 1983, Texas North Central Zone 4202, NAD83, 2011 Adjustment.

I Eric S. Spooner, a Registered Professional Land Surveyor in the State of Texas, do hereby state that the foregoing description accurately sets out the metes and bounds description of the easement tract described herein.

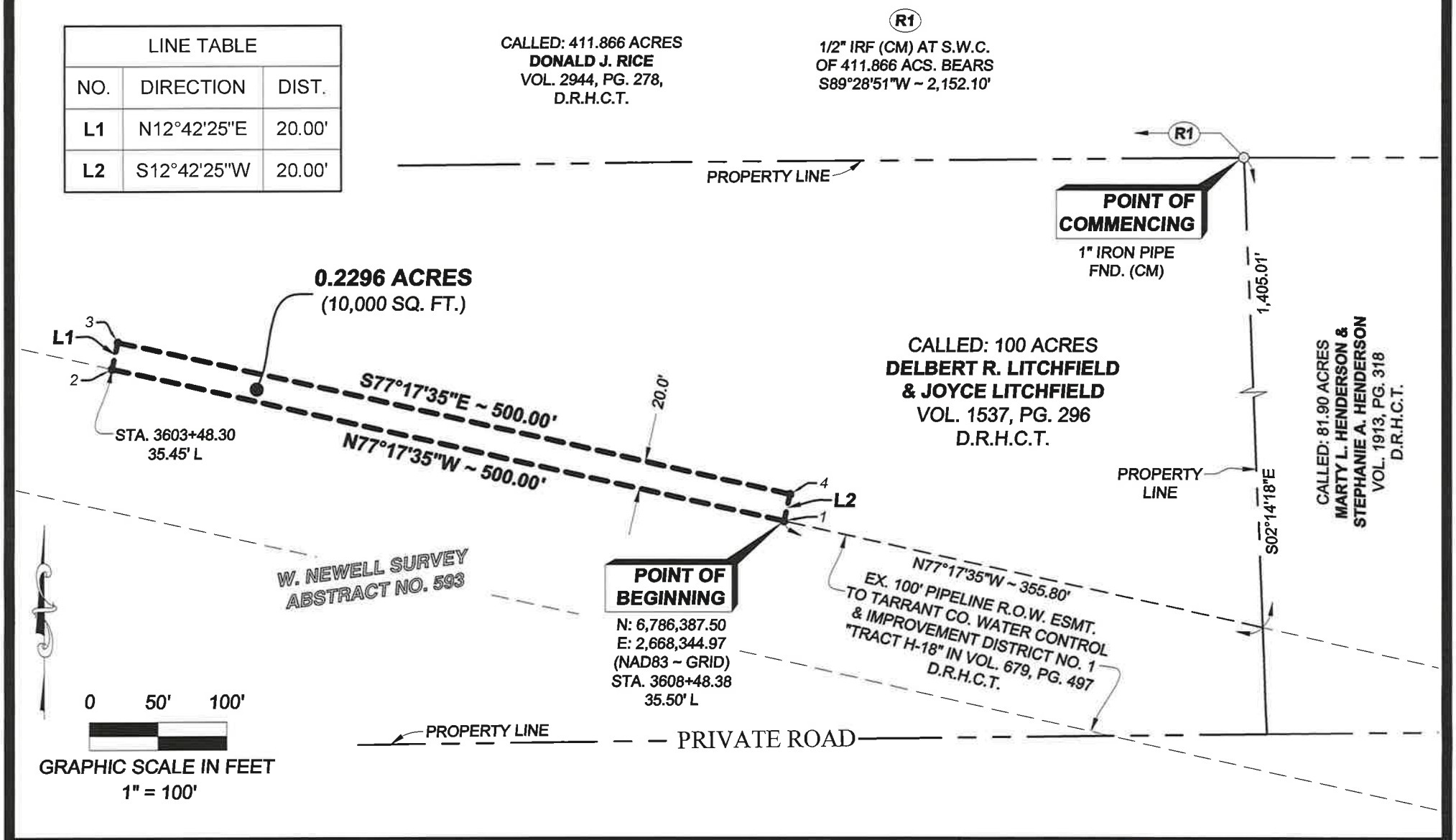
2/18/26



Eric S. Spooner, RPLS
Spooner & Associates, Inc.
Texas Registration No. 5922
TBPLS Firm No. 10054900

Spooner & Associates, Inc., 309 Byers Street, Suite 100, Euless, Texas 76039 - PH. 817-685-8448 - espooner@spoonersurveyors.com - S&A 24121

LINE TABLE		
NO.	DIRECTION	DIST.
L1	N12°42'25"E	20.00'
L2	S12°42'25"W	20.00'



TARRANT REGIONAL WATER DISTRICT
CEDAR CREEK SECTION IV PIPELINE REPLACEMENT & CC1 IMPROVEMENTS
HENDERSON COUNTY, TEXAS

THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE 4202, NAD83, 2011 ADJUSTMENT.

PROPERTY: DELBERT & JOYCE LITCHFIELD, VOL. 1537, PG. 296	PROPERTY ACREAGE: CALLED 100 ACRES (DEED)	
24121 P5 LITCHFIELD TCE C.dwg	DRAWN BY: C. REEDER	CHECKED BY: E. SPOONER

SPOONER & ASSOCIATES
REGISTERED PROFESSIONAL LAND SURVEYORS
OVER 30 YEARS OF SERVICE
309 BYERS STREET, SUITE 100, EULESS, TEXAS 76039
(817) 685-8448 WWW.SPOONERSURVEYORS.COM
TBPLS FIRM NO. 10054900

PARCEL 5 ~ LITCHFIELD

2/18/26

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

POINT TABLE				
POINT	PROJECT N	PROJECT E	GRID N	GRID E
1	6,786,794.68	2,668,505.07	6,786,387.50	2,668,344.97
2	6,786,904.66	2,668,017.32	6,786,497.47	2,667,857.24
3	6,786,924.17	2,668,021.71	6,786,516.98	2,667,861.64
4	6,786,814.19	2,668,509.47	6,786,407.01	2,668,349.37

COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE (4202), AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. PROJECT COORDINATES ARE SCALED AT 0,0 USING A COMBINED SCALE FACTOR OF 1.000060.

TARRANT REGIONAL WATER DISTRICT
CEDAR CREEK SECTION IV PIPELINE REPLACEMENT & CC1 IMPROVEMENTS
HENDERSON COUNTY, TEXAS

THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE 4202, NAD83, 2011 ADJUSTMENT.

PROPERTY: DELBERT & JOYCE LITCHFIELD, VOL. 1537, PG. 296	PROPERTY ACREAGE: CALLED 100 ACRES (DEED)	
24121 P5 LITCHFIELD TCE C.dwg	DRAWN BY: C. REEDER	CHECKED BY: E. SPOONER

SPOONER & ASSOCIATES
REGISTERED PROFESSIONAL LAND SURVEYORS
OVER 30 YEARS OF SERVICE
309 BYERS STREET, SUITE 100, EULESS, TEXAS 76039
(817) 685-8448 WWW.SPOONERSURVEYORS.COM
TBPLS FIRM NO. 10054900

PARCEL 5 ~ LITCHFIELD

2/18/26

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

Temporary easement interests across an approximately 0.0198-acre tract of land located in the S.S. Callender Survey, Abstract No. 359, City of Mansfield, Tarrant County, Texas, said 0.0198-acre tract of land being a portion of the remainder of a called 59.070-acre tract of land described as "Tract 2", conveyed to Michael Balloun by deed thereof filed for record in Tarrant County Clerk's Instrument No. D220295815, Official Public Records, Tarrant County, Texas, and being further described in the accompanying resolution and in the survey plat(s) attached hereto for the negotiated compensation of $3,000.

TARRANT REGIONAL WATER DISTRICT
CEDAR CREEK SECTION II PIPELINE REPLACEMENT & IMPROVEMENTS

PARCEL NO. 64
S.S. CALLENDER SURVEY, ABSTRACT NO. 359
CITY OF MANSFIELD, TARRANT COUNTY, TEXAS

BEING a 0.0198 acre tract of land located in the S.S. Callender Survey, Abstract No. 359, City of Mansfield, Tarrant County, Texas, said 0.0198 acre tract of land being a portion of the remainder of a called 59.070 acre tract of land described as "Tract 2", conveyed to **MICHAEL BALLOUN**, by deed thereof filed for record in Tarrant County Clerk's Instrument No. D220295815, Official Public Records, Tarrant County, Texas (O.P.R.T.C.T.), said 0.0198 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a point at the intersection of an east property line of the said 59.070 acre tract, same being the west right-of-way line of Callender Road (being a variable width public right-of-way), with the northeast line of an existing 130 feet wide Pipeline Right-of-Way Easement described as "Parcel I", conveyed to Tarrant County Water Control and Improvement District No. 1, by deed thereof filed for record in Volume 3681, Page 297, Deed Records, Tarrant County, Texas, said beginning point being North 05°01'54" West, a distance of 16.41 feet from the northeast property corner of a called 1.626 acre tract of land conveyed to Khallaf Zaki, by deed thereof filed for record in Tarrant County Clerk's Instrument No. D217215618, O.P.R.T.C.T., said beginning point also having a NAD83 Texas North Central Zone (4202) grid coordinate of N: 6,901,726.54 and E: 2,383,327.45;

THENCE North 61°39'53" West, departing the said property line and the said right-of-way line, over and across the said 59.070 acre tract, and along the said existing easement line, a distance of 61.43 feet to the intersection of the said existing easement line with the south property line of a called 0.69 acre tract of land conveyed to Mark Cryer, by deed thereof filed for record in Tarrant County Clerk's Instrument No. D220135928, O.P.R.T.C.T;

THENCE North 85°06'17" East, along the south property line of the said 0.69 acre tract, a distance of 51.30 feet to the southeast property corner of the said 0.69 acre tract, same being on the aforesaid west right-of-way line of Callender Road;

THENCE South 05°01'54" East, along the said west right-of-way line, a distance of 33.66 feet to the **POINT OF BEGINNING**.

The hereinabove described tract of land contains a computed area of **0.0198 acres (863 square feet)** of land, more or less.

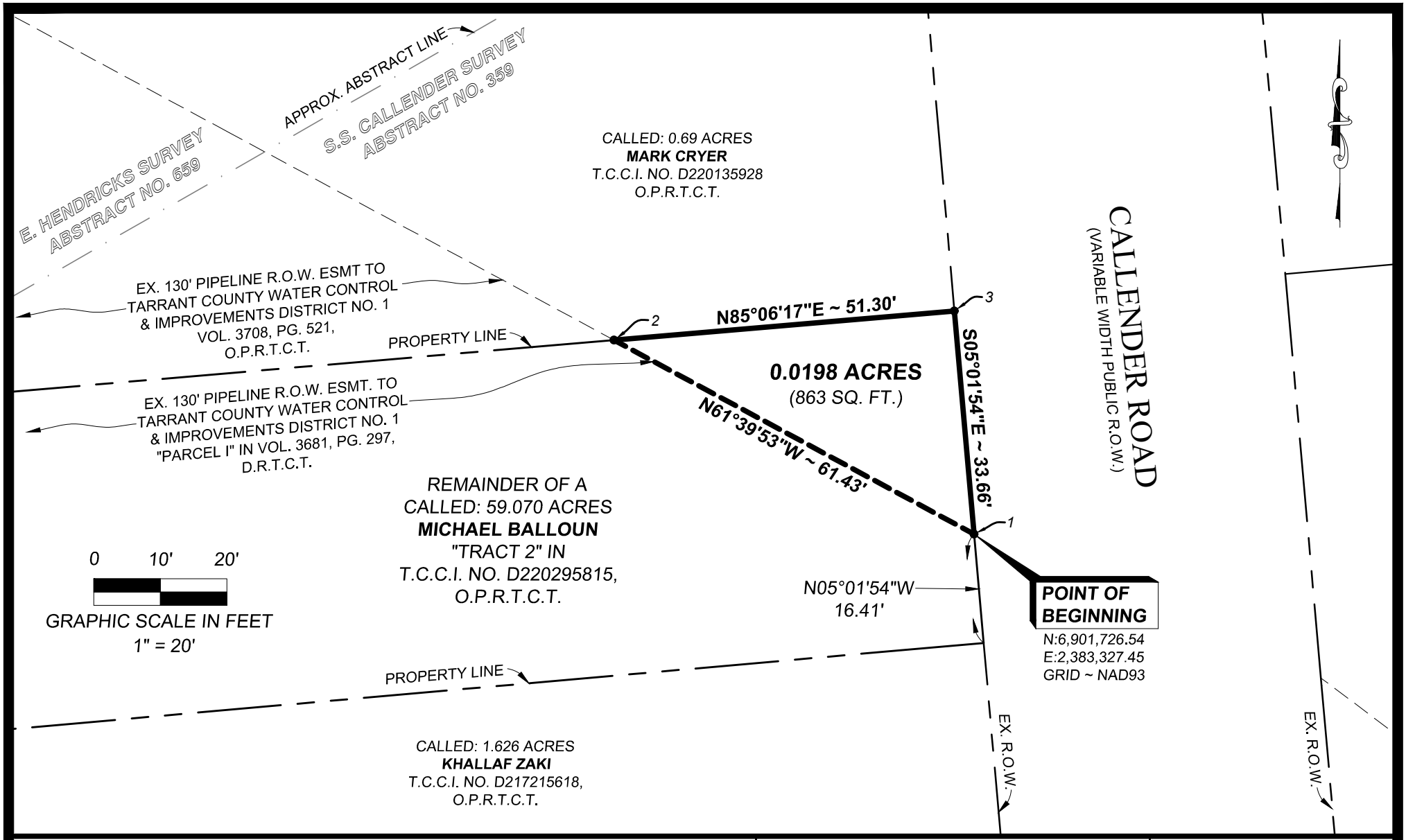
The bearings recited hereinabove are referenced to the Texas Coordinate System of 1983, Texas North Central Zone 4202, NAD83, 2011 Adjustment.

I Eric S. Spooner, a Registered Professional Land Surveyor in the State of Texas, do hereby state that the foregoing description accurately sets out the metes and bounds description of the easement tract described herein.



Eric S. Spooner, RPLS
Spooner & Associates, Inc.
Texas Registration No. 5922
TBPLS Firm No. 10054900

Spooner & Associates, Inc., 309 Byers Street, Suite 100, Euless, Texas 76039 - PH. 817-685-8448 - espooner@spoonersurveyors.com - S&A 24104



TARRANT REGIONAL WATER DISTRICT
CEDAR CREEK SECTION II PIPELINE
REPLACEMENT & IMPROVMENTS
CITY OF MANSFIELD, TARRANT COUNTY, TEXAS

THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE 4202, NAD83, 2011 ADJUSTMENT.

PROPERTY: MICHAEL BALLOUN, TRACT 2, T.C.C.I. NO. D220295815	PROPERTY ACREAGE: REMAINDER OF A CALLED 59.070 ACRES (DEED)	
24104 P64 Balloun TCE.dwg	DRAWN BY: B. SMITH	CHECKED BY: E. SPOONER

SPOONER & ASSOCIATES
REGISTERED PROFESSIONAL LAND SURVEYORS
OVER 30 YEARS OF SERVICE
309 BYERS STREET, SUITE 100, EULESS, TEXAS 76039
(817) 685-8448 WWW.SPOONERSURVEYORS.COM
TBPLS FIRM NO. 10054900

PAR. 64 ~ BALLOUN ~ EXH "A"

02-19-26

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

POINT TABLE				
POINT	PROJECT N	PROJECT E	GRID N	GRID E
1	6,902,554.75	2,383,613.45	6,901,726.54	2,383,327.45
2	6,902,583.91	2,383,559.39	6,901,755.70	2,383,273.39
3	6,902,588.29	2,383,610.50	6,901,760.07	2,383,324.50

COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE (4202), AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. PROJECT COORDINATES ARE SCALED AT 0,0 USING A COMBINED SCALE FACTOR OF 1.000120000.

TARRANT REGIONAL WATER DISTRICT
CEDAR CREEK SECTION II PIPELINE
REPLACEMENT & IMPROVMENTS
CITY OF MANSFIELD, TARRANT COUNTY, TEXAS

THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE 4202, NAD83, 2011 ADJUSTMENT.

PROPERTY: MICHAEL BALLOUN, TRACT 2, T.C.C.I. NO. D220295815	PROPERTY ACREAGE: REMAINDER OF A CALLED 59.070 ACRES (DEED)
24104 P64 Balloun TCE.dwg	DRAWN BY: B. SMITH / CHECKED BY: E. SPOONER

SPOONER & ASSOCIATES
REGISTERED PROFESSIONAL LAND SURVEYORS
OVER 30 YEARS OF SERVICE
309 BYERS STREET, SUITE 100, EULESS, TEXAS 76039
(817) 685-8448 WWW.SPOONERSURVEYORS.COM
TBPLS FIRM NO. 10054900

PAR. 64 ~ BALLOUN ~ EXH "A"

02-19-26

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

In addition, the General Manager of TRWD, or his designee, is authorized to take all steps as may be reasonable and necessary to facilitate acquisition of the above-described tracts for the Cedar Creek Pipeline Rehab Project, with title to be held in the name of TRWD, and in connection therewith to pay all reasonable and necessary costs incurred with such acquisition. Funding for this item is included in the Bond Fund. Director Motheral seconded the motion, and the votes were 5 in favor, 0 against.

22.

With the recommendation of management, Director Motheral moved to authorize the General Manager of TRWD or his designee to take all steps which may be reasonably necessary to convey Cedar Creek Lake Partners, LLC a permanent roadway easement over and across a .06-acre tract of land owned by TRWD in the R. Ybarbo Survey, Abstract No. 606, Kaufman Couty, Texas near Cedar Creek Lake shown in the attached legal description. The conveyance of the easement by TRWD will be made subject to the following: 1) payment an administrative fee in the amount of $1,500; 2) permanent easement value of $1,575; and 3) reimbursement of TRWD's legal and survey expenses. Director Killebrew seconded the motion, and the votes were 5 in favor, 0 against.

LEGAL DESCRIPTION
ACCESS EASEMENT

0.060 ACRES (2607 SQ FT) **R. YBARBO SURVEY**

PART OF TRWD TRACT **ABSTRACT NO. 606**
SUNSET BAY

KAUFMAN COUNTY, TEXAS

BEING ALL OF THAT CERTAIN LOT, TRACT OR PARCEL OF LAND LOCATED IN THE R. YBARBO SURVEY, ABSTRACT NO. 606, KAUFMAN COUNTY, TEXAS AND BEING PART OF THE TARRANT REGIONAL WATER DISTRICT TRACT RECORDED IN VOLUME 476, PAGE 385 OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS (DRKCT). SAID LOT TRACT OR PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a point in the intersection of the TRWD Deeded 325' Elevation of Cedar Creek Lake and the western ROW of a future street, which bears S 35° 00' 00" E, 24.14 feet; S 52° 00' 00" E, 40.61 feet from a ½" iron rod found at the northwest corner of the Cedar Creek Lake Partners LLC 2024-0028958 of the DRKCT, now known as Sunset Bay, being the northwest corner of this easement;

THENCE, S 52° 00' 00" E (Control Line), 79.39 feet along the north line of this easement to a point in the eastern ROW of the above mentioned future street, at the northeast corner of this easement;

THENCE, S 06° 50' 35" E, 39.19 feet through the TRWD tract along the eastern ROW to a point at the intersection of the TRWD tract and the east ROW being the southeast corner of this easement;

THENCE, along the southern line of this easement being the TRWD line as follows; N 60° 38' 49" W, 57.49 feet; N 51° 00' 00" W, 14.16 feet to a point in the west ROW, at the southwest corner of this easement;

THENCE, N 06° 52' 51" W, 51.07 feet through the TRWD tract along the western ROW to the POINT OF BEGINNING and CONTAINING 0.060 ACRES (2607 SQ FT), OF LAND MORE OR LESS.

BASIS OF BEARINGS: TEXAS COORDINATE SYSTEM NORTH CENTRAL ZONE NAD 83

SURVEYOR'S CERTIFICATE

DATE: OCTOBER 24, 2024

TO: TRWD

I, Gary L. Hardin, Registered Professional Land Surveyor No. 4207, do hereby certify that the field notes hereon represents the results of a survey made on the ground under my direction and supervision, the lines and dimensions of said property being as indicated. This survey is based on deeds, easements and/or recorded plats and other records when furnished by the client or the client's representative, as well as significant and visible monuments found on the subject property and adjacent properties, field measurements and evidence of boundaries found on the ground. However, this certification is not a representation of warranty of title or guarantee of ownership. This survey was performed EXCLUSIVELY for the above mentioned parties. USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR RISK AND THE UNDERSIGNED IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

GARY L. HARDIN, RPLS NO. 4207
FIRM REGISTRATION NO. 10114700
W.O.# SUNSET- TRWD rev (SEE SURVEY)



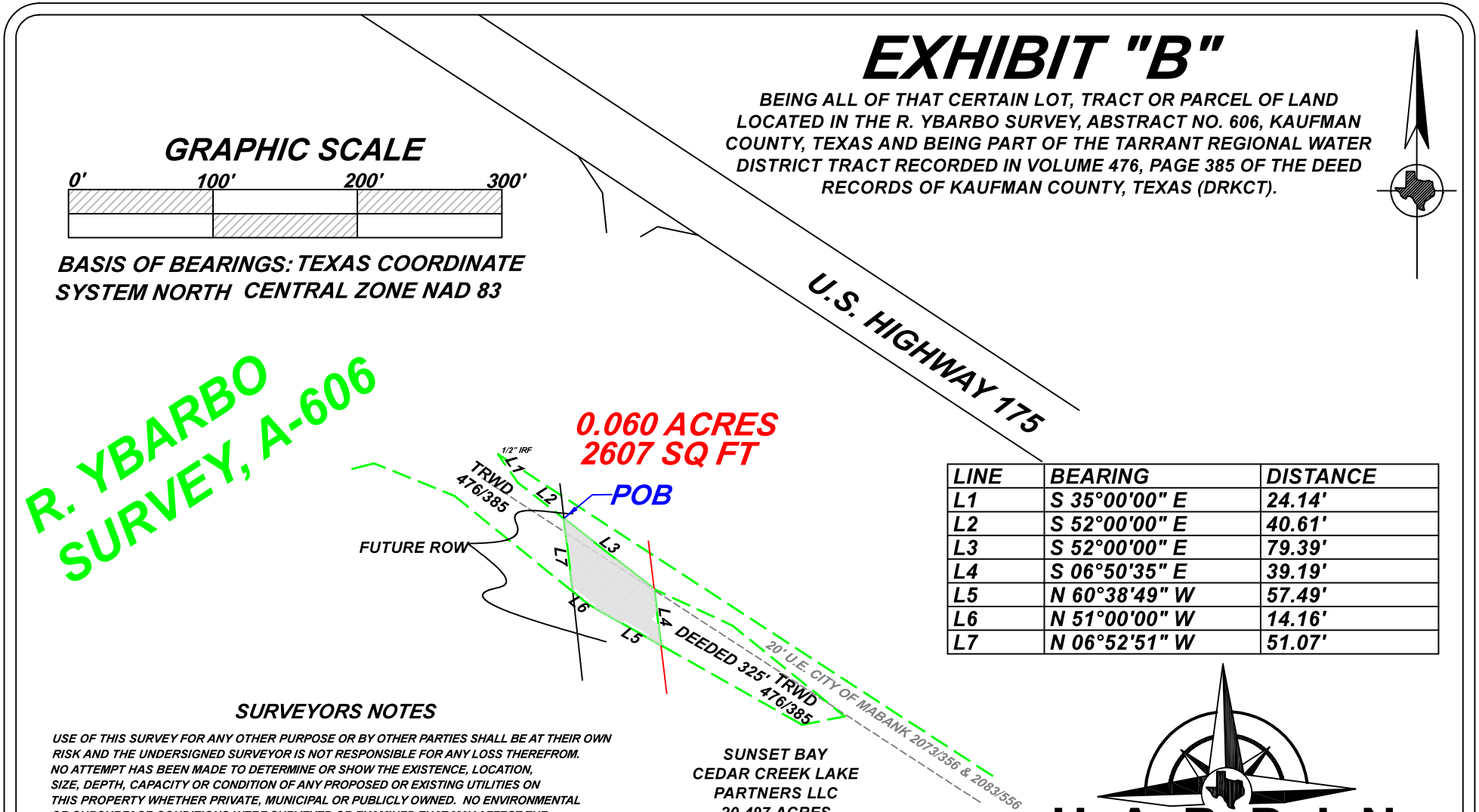
EXHIBIT "B"

BEING ALL OF THAT CERTAIN LOT, TRACT OR PARCEL OF LAND LOCATED IN THE R. YBARBO SURVEY, ABSTRACT NO. 606, KAUFMAN COUNTY, TEXAS AND BEING PART OF THE TARRANT REGIONAL WATER DISTRICT TRACT RECORDED IN VOLUME 476, PAGE 385 OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS (DRKCT).

GRAPHIC SCALE

0' 100' 200' 300'

BASIS OF BEARINGS: TEXAS COORDINATE SYSTEM NORTH CENTRAL ZONE NAD 83



LINE	BEARING	DISTANCE
L1	S 35°00'00" E	24.14'
L2	S 52°00'00" E	40.61'
L3	S 52°00'00" E	79.39'
L4	S 06°50'35" E	39.19'
L5	N 60°38'49" W	57.49'
L6	N 51°00'00" W	14.16'
L7	N 06°52'51" W	51.07'

SUNSET BAY
CEDAR CREEK LAKE
PARTNERS LLC
20.497 ACRES
2024-0028958

SURVEYORS NOTES

USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND THE UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS THEREFROM. NO ATTEMPT HAS BEEN MADE TO DETERMINE OR SHOW THE EXISTENCE, LOCATION, SIZE, DEPTH, CAPACITY OR CONDITION OF ANY PROPOSED OR EXISTING UTILITIES ON THIS PROPERTY WHETHER PRIVATE, MUNICIPAL OR PUBLICLY OWNED. NO ENVIRONMENTAL OR SUBSURFACE CONDITIONS WERE SURVEYED OR EXAMINED THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.

THE ADDRESS SHOWN WAS PROVIDED BY OTHERS, HARDIN SURVEYING MAKES NO CLAIM TO ITS ACCURACY.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. THERE MAY BE MATTERS AFFECTING THIS TRACT THAT A TITLE COMMITMENT WOULD REVEAL. THE UNDERSIGNED HAS NOT PERFORMED A TITLE AND/OR EASEMENT SEARCH AND ASSUMES NO LIABILITY FOR SUCH MATTERS.

I, GARY L. HARDIN R.P.L.S. # 4207, DO HEREBY CERTIFY THAT THE SURVEY SHOWN REPRESENTS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION DURING THE MONTH OF OCTOBER 2024, AND ALL CORNERS ARE SHOWN HEREON AND THERE ARE NO VISIBLE EASEMENTS, ENCROACHMENTS, CONFLICTS OR PROTRUSIONS OTHER THAN SHOWN.

GARY L. HARDIN R.P.L.S. # 4207
SIGNATURE VOID IF NOT SIGNED IN BLUE INK
© 2024 ALL RIGHTS RESERVED SEE FIELD NOTES

STATE OF TEXAS
REGISTERED
GARY L. HARDIN
4207
PROFESSIONAL
LAND SURVEYOR

HARDIN SURVEYING
201 E. MASON STREET
MABANK, TEXAS 75147
(903) 887-5674 FIRM# 10114700

SHEET 2 OF 2

DATE PERFORMED: OCTOBER 24, 2024
SCALE: 1"= 100 FEET
WORK ORDER # SUNSET-TRWD ESMT
FIELDED BY: TS
THIS SURVEY WAS PERFORMED FOR: TRWD
DRAWN BY: JP
CHECKED BY: TP

23.

There were no future agenda items approved.

24.

The next board meeting was scheduled for November 17, 2026.

25.

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

President	Secretary

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 4

DATE: November 17, 2026

SUBJECT: Consider Approval of Consent Agenda

RECOMMENDATION:

Management recommends approval of the Consent Agenda.

Item: **Consider Approval of Change in Calculation of Retainage with McKee Utility Contractors, LLC. for the Cedar Creek Section 2 Pipeline Replacement Phase 1 B Project**

Vendor: **McKee Utility Contractors, LLC.**

Amount: $6,637,988.58, 5 percent 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 McKee Utility Contractors, LLC. **to $6,637,988.58, 5 percent of the contract price.** All remaining contract payments are to be made in full. However, any changes to the contract price by change order or alternate base bid work for the project will require adjustment to the retainage schedule.

The District is required to hold 10 percent retainage on contract progress payments. After 50% of the work has been completed, and if the Board finds that satisfactory progress is being made, the Board may authorize that the remaining payments be made in full.

McKee Utility Contractors, LLC. has reached the 50 percent complete stage of the contract in October. The total current contract price is $132,759,771.60 with retainage to be held at 5 percent of the contract price in the amount of $6,637,988.58.

McKee Utility Contractors, LLC performance has been satisfactory to date and has provided written consent of its Surety to the reduction in retainage. The District is requesting permission to cease retainage on future payments and hold retainage equal to 5 percent of the Contract Price.

Recommendation by Staff to change the calculation of the retainage held and Consent of Surety to Reduction in Retainage are attached.

Item: **Consider Approval of a Reconciliation Change Order with BAR Constructors Inc. for the Kennedale Balancing Reservoir Yard Piping and Inlet and Outlet Modifications Project**

Vendor: BAR Constructors Inc.

Amount: $284,132.77
Bond Fund

Reviewed by: Construction and Operations Committee

Management recommends approval of a credit reconciliation change order in the amount of $284,132.77 with BAR Constructors for Kennedale Balancing Reservoir Yard Piping and Inlet and Outlet Modifications Project.

BAR Constructors successfully completed construction of Kennedale Balancing Reservoir Yard Piping and Inlet and Outlet Modifications Project on October 29, 2026. A credit change order in the amount of $284,132.77 is requested for unused allowances and extra work items. The original contract value was $40,505,600 and with change orders to date totaling $286,873.13, the final contract value is $40,792,473.13. BAR Constructors has provided written consent of its surety to final payment and the required affidavits regarding payment of debts and claims and release of liens.

The partially executed credit change order with tabulation of change order items is attached.

Item: **Consider Approval of Agreement with Aviat U.S., Inc. for AviatCare Warranty and Support for TRWD's Microwave Communications System**

Vendor: Aviat U.S., Inc.

Amount: $356,553.76
Fiscal Years 2027-2029, General Fund Budget - $120,000/year

Reviewed by: Construction and Operations Committee

Management recommends approval of an agreement **in the amount of $356,553.76** with Aviat U.S., Inc. for AviatCare warranty and support services for the District's microwave communications system. The agreement covers October 1, 2026, through September 30, 2029, and will be invoiced annually at $119,644.00 for Fiscal Year 2027, $117,058.30 for Fiscal Year 2028, and $119,851.46 for Fiscal Year 2029.

The agreement provides 24/7 monitoring and technical support, equipment repair and replacement, software and firmware updates, interference and system-health monitoring, and annual preventive maintenance at 21 sites. These services help identify issues before they result in outages and support the continued reliability and performance of the

microwave communications system serving District facilities and pipeline operations.

The renewal is being procured as a sole-source purchase because Aviat is the manufacturer of the installed microwave equipment and provides the associated warranty, repair, software, monitoring, and technical support services. Aviat has certified that third-party repairs are not authorized and may invalidate equipment warranties, omit required engineering changes and manufacturer-developed software updates, or result in equipment no longer operating to factory specifications. The agreement also includes monitoring of 56 network devices and hosted health and frequency assurance services for 28 microwave links.

Memo

TO: Donna Stephens

FROM: Mark Lyon

COPY: Robert Allen

DATE: October 30, 2026

SUBJECT: Consider Approval of a Change in Calculation of Retainage to McKee Utility Contractors, LLC. for the Cedar Creek Section 2 Pipeline Replacement Phase 1B Project.

McKee Utility Contractors, LLC. has reached the 50% Completion milestone for the reference project on 1st October 2026. McKee Utility Contractors, LLC.'s work on the project is acceptable and there are no outstanding issues that would indicate that a higher amount of retainage should be held. In accordance with the terms of the Agreement, the District can, under these circumstances, change the calculation of 10% retainage being held to hold retainage to the amount representing 5% of the total Contract Price if they determine that the amount retained is adequate for the protection of the District.

McKee Utility Contractors, LLC.'s performance has been satisfactory to date and McKee Utility Contractors, LLC. has provided written consent of its Surety to the reduction in retainage.

The current Contract Price and amount subject to retainage is $132,759,771.60. It is recommended that District hold retainage in the amount of $6,637,988.58 until the Project is complete and make adjustments to this amount if any changes are made to the Contract Price by Change Order or alternate base bid work for the Project.

The Consent of Surety to Reduction in Retainage is attached.

Bond Number: SPA150644_005

Consent of Surety to Reduction in Retainage

Project:	PL02PH1B	**Project Number:**	
Owner:	Tarrant Regional Water District		10000421
Contractor:	McKee Utility Contractors Inc.		24-106
Engineer:	Black & Veatch		403740

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 $ 6,637,988.58

Date: November 2, 2026

Name of Surety Company: SiriusPoint America Insurance Company

Signature:

Authorized Representative

Title: Gicelle Pajon, Attorney-in-Fact

Address: 1 World Trade Center
285 Fulton Street, 47th Fl, Ste 47J
New York, NY 10007

Email: Gicelle.Pajon@marsh.com

(Attach Power of Attorney and place surety seal below)

POWER OF ATTORNEY
SIRIUSPOINT AMERICA INSURANCE COMPANY
NEW YORK

MARTEX01_0323

KNOW ALL MEN BY THESE PRESENTS: That SiriusPoint America Insurance Company (the "Company"), a New York corporation, having its principal office in the City of New York, pursuant to the following Resolution, which was adopted on August 27,2024 by Unanimous Written Consent of the Board of the Directors of the Company, to wit:

RESOLVED, that the President, Senior Vice President, Chief Financial Officer, Secretary or the Assistant Secretary is hereby authorized to execute Powers of Attorney appointing as attorneys-in-fact selected employees of certain surety companies who shall have the power for and on behalf of the Company to execute and affix the seal of the Company to surety contracts as surety. Such authority can be executed by use of facsimile signature.

Does hereby nominate, constitute and appoint:

Jennie Goonie, Laura E. Sudduth, Amanda R Turman-Avina, Teuta Luri, Mary Ann Garcia, Gicelle Pajon

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) and to bind the Company thereby as fully and to the same extent as of same were signed by the duly authorized officers of the Company, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

$63,971,000 single bond limit

All acts of said attorneys-in-fact pursuant to the authorities herein given are hereby ratified and confirmed. The President, Senior Vice President, Chief Financial Officer, Secretary or Assistant Secretary may from time to time and at any time remove such appointee and remove the power given to him or her.

The execution of such bonds or undertakings in pursuance of these presents, within one year of the date of these present, shall be binding under said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in New York, New York, in their own proper persons.

IN WITNESS WHEREOF, SiriusPoint America Insurance Company has caused its corporate seal to be hereunto affixed and these presents to be signed by its President this tenth day of October, 2024.

SiriusPoint America Insurance Company

Paul Mihulka
President

State of New York
County of New York

On this tenth day of October 2024, before me a Notary Public of the State of New York, in and for the County of New York, duly commissioned and qualified, came Paul Mihulka, President, of SiriusPoint America Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

SUSAN HISCOCK
Notary Public - State of New York
NO. 01HI6444797
Qualified in Richmond County
My Commission Expires Dec 5, 2026

Susan Hiscock
Notary Public
My Commission expires Dec. 5, 2026

STATE OF New York
COUNTY OF New York

I, Paul Mihulka, President of SiriusPoint America Insurance Company, a New York corporation, do hereby certify that the above and foregoing is a full, true and correct copy of Power of Attorney, is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 2nd day of November , 20 26

Paul Mihulka
President

Change Order

Project:	KBR3E	**Project Number:**	
Owner:	Tarrant Regional Water District	21-147	
Contractor:	BAR Constructors	289	
Engineer:	Freese & Nichols Inc	TCW2214	

Change Order No.: 0019 **Date:** 10/29/2026

Funding Source: Bond

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

RE: Reconciliation

Allowances **$ (284,132.77)**

Time Extension **470 Days**

Net Change to Contract Amount: **470 Days** **$ (284,132.77)**

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

a	**Original Contract Price**	$40,505,600.00
b	**Previously Approved Change Order Amounts**	$571,005.90
c	**Adjusted Contract Price (a + b)**	$41,076,605.90
d	**Change Order Amount**	$ (284,132.77)
e	**Revised Contract Price (c + d)**	$40,792,473.13
f	**Percent Change to Date:** 0.71%	
g	**Change in Days this Change Order:** 470	

Completion Dates:		**Original**		**Previous**		**Current**
Substantial	h	04/04/2024	i	05/17/2025	j	02/04/2026
Final	k	06/03/2024	l	07/16/2025	m	11/02/2026

Recommended by: struction Manager

10/29/2026
Name *Date*

Approved by: BAR Constructors

10/29/26
Name *Date*

Recommended by: TRWD Project Manager

Name *Date*

Approved by: Tarrant Regional Water District

Name *Date*

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

Item #	Description	Proposed Value	Actual Value	Net
AL-001	Factory Witness Testing Travel	$20,000.00	$0	$ (20,000.00)
AL-002	Oncor Utility Services Allawance	$50,000.00	$0	$ (50,000.00)
CO-0002-02	Extra Work Items: CLSM	$50,000.00	$0	$ (50,000.00)
CO-0002-02	Extra Work Items: Class C Concrete	$62,500.00	$0	$ (62,500.00)
CO-0002-03	Allowance for Repairs of Existing Soil Cement in Reservoir Cells	$62,500.00	$59,867.23	$ (2,632.77)
CO-0002-04	Extra Work Items: Additional Fence	$25,000.00	$0	$ (25,000.00)
CO-0002-05	Extra Work Items: Concrete Encasement of 120-inch Pipe	$74,000.00	$0	$ (74,000.00)

Total Extra Work Item Credit $ (284,132.77)

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 5

DATE: November 17, 2026

SUBJECT: **Consider Approval of Contract with Walsh Construction Company II, LLC for Richland-Chambers and Cedar Creek Lake Pump Stations Electrical Buildings and Equipment Construction**

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends approval of a contract **in an amount not-to-exceed $141,626,110** with Walsh Construction Company II, LLC for Richland-Chambers and Cedar Creek Lake Pump Stations Electrical Buildings and Equipment Construction.

DISCUSSION:

The Cedar Creek Reservoir and Richland-Chambers Reservoir pump stations are the oldest lake pump stations in the District's water delivery system. Much of the existing electrical infrastructure at both pump stations is near the end of its useful life. As lake pump stations, their continuous operation is critical for providing reliable water supply to the District's customers. The construction of new electrical buildings and equipment enhances safety and operational flexibility providing the District with added resilience in its water supply and transmission system. The project will also include the addition of Variable Frequency Drives (VFDs), which allow for pump speed adjustments, providing greater operational flexibility and potential energy cost savings.

The project includes moving electrical equipment from the humid pump stations to climate-controlled buildings, updating switchgear and other selected electrical equipment, adding modern arc flash protection, and replacing soft starters with Variable Frequency Drives (VFDs) to optimize system operations. This project will ensure compatibility with existing motors and electrical substations and provide reliable cooling for the new electrical buildings. Due to the half century age of equipment at TRWD's Cedar Creek Lake Pump Station electrical substation, the project also includes replacing two substation primary transformers along with any related modifications. New electro-hydraulic actuators for the pump discharge control valves at Cedar Creek will also be installed, removing the single point of failure vulnerability of the current, original equipment.

Competitive Sealed Proposals were solicited per statute, and three (3) proposals were received. The District evaluation team determined Walsh Construction Company II, LLC submitted the proposal providing the best value, and lowest cost, to the District. The Design Engineer's supporting recommendation is also attached.

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

Submitted By:

Jason Gehrig, P.E.
Infrastructure Engineering Director

October 29, 2026

Tarrant Regional Water District
808 E. Northside Drive
Fort Worth, Texas 76102

Attention: Rebecca Crosson

Subject: Recommendation for Award
CSP 26-093 – RC1 and CC1 Electrical Building and Equipment Addition

Dear Ms. Crosson:

This letter provides the proposal results and final evaluation scoring for the RC1 and CC1 Electrical Building and Equipment Addition project. Proposals were received from three offerors on October 15, 2026. The proposals were evaluated by Tarrant Regional Water District (TRWD) personnel with support from CDM Smith using the best-value evaluation criteria established in the Contract Documents.

The Engineer's Opinion of Probable Construction Cost (OPCC) for the project was approximately **$128 million**. The proposal and scoring results are summarized below:

Evaluation Criteria	Maximum Points	ARCO/Murray	Eagle Contracting	**Walsh Construction**
Proposed Contract Price	40	38.4	37.3	**40.0**
Contractor's Approach to the Project	20	15.6	17.0	**18.8**
Experience/Past Performance	20	12.0	17.4	**19.2**
Experience and Qualifications of Key Personnel	20	15.4	17.4	**19.2**
Total	**100**	**81.4**	**89.1**	**97.2**
Evaluated Price		**$147.4M**	**$151.8M**	**$141.6M**

Walsh Construction submitted the lowest evaluated contract price and received the highest overall evaluation score. Walsh's evaluated contract price is approximately **$141.6 million**, of which approximately **$2 million is alternates, allowances, and extra work items and $6 million is an Owner-controlled allowance that would only be expended for unforeseen needs following authorization by TRWD staff**. Accordingly, the construction cost excluding these alternates, allowances and extra work

items is approximately **$133 million**, which is more directly comparable to the Engineer's approximately **$128 million** estimate.

The difference between the Engineer's estimate and the proposals received should also be considered in the context of recent market conditions affecting electrical construction. TRWD has identified ongoing data-center development, tariffs affecting electrical equipment, and other market factors as contributing to increases in electrical construction costs. These conditions are particularly relevant to this project because of its significant electrical equipment and systems scope.

Following review of the proposals, Walsh demonstrated a strong understanding of the project and the challenges associated with performing major electrical improvements at active RC1 and CC1 pump station facilities. The evaluation considered each offeror's proposed contract price, project approach and schedule, experience and past performance, and the experience and qualifications of proposed key personnel. These are the four best-value categories established in the Contract Documents.

Walsh received the highest score in each evaluation category and obtained a total score of **97.2 points**, compared with **89.1 points for Eagle Contracting** and **81.4 points for ARCO/Murray**. Walsh also submitted the lowest evaluated contract price of the three offerors at approximately **$141.6 million**.

Based on the completed best-value evaluation, CDM Smith concludes that Walsh provides the best overall value to TRWD for the RC1 and CC1 Electrical Building and Equipment Addition project.

Therefore, **CDM Smith recommends that Tarrant Regional Water District award CSP 26-093, RC1 and CC1 Electrical Building and Equipment Addition, to Walsh Construction Company II, LLC, doing business as Archer Western Construction, for the proposed contract price of one hundred forty-one million, six hundred twenty-six thousand, one hundred ten dollars ($141,626,110.00).**

If you have any questions concerning this recommendation, please contact me at robinsonar@cdmsmith.com or 817-916-2927.

Sincerely,

Amy Robinson

Amy Robinson, PE, CCM, BCEE
Senior Project Manager IV
CDM Smith Inc.

cc: John Logan, PE, TRWD
James Johnson, PE, TRWD
Jason Gehrig, PE, TRWD
Indira Pjetrovic, PE, CDM Smith

Offeror Evaluation Worksheet					
Item	**Criteria**	**Points**	**ARCO/Murray National Holdings**	**Eagle Contracting**	**Walsh Construction Group**
A	Proposed Contract Price				
	Proposed Contract Price (Base + Alt + All + EW + OC)		$ 147,419,285.20	$ 151,769,490.00	$ 141,626,110.00
	Point Value for Price	40	38.4	37.3	40.0
B	Contractor's Approach to the Project	20	15.6	17.0	18.8
	Proposed Substantial Completion Contract Days		997 days	1188 days	1208 days
C	Experience / Past Performance of Offeror	20	12.0	17.4	19.2
D	Experience and Qualifications of Proposed Key Personnel	20	15.4	17.4	19.2
	Total Points		**81.4**	**89.1**	**97.2**

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 6

DATE: November 17, 2026

SUBJECT: **Consider Approval of Contract with CDM Smith for Construction Management Services for the Richland-Chambers and Cedar Creek Lake Pump Stations Electrical Buildings and Equipment Project**

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends approval of a contract **in an amount not-to-exceed $4,824,353** with CDM Smith for construction management services for the Richland-Chambers and Cedar Creek Lake Pump Stations Electrical Buildings and Equipment Construction. These construction management services include on-site observation, construction management, resident project representatives, document management, construction administration, start-up and commissioning oversight, and closeout services.

DISCUSSION:

Construction is expected to begin in early 2027 for the Richland-Chambers and Cedar Creek Lake Pump Stations Electrical Buildings and Equipment Project. The project includes moving electrical equipment from the humid pump stations to climate-controlled buildings, updating switchgear and other selected electrical equipment, adding modern arc flash protection, and replacing soft starters with Variable Frequency Drives (VFDs) to optimize system operations. This project will ensure compatibility with existing motors and electrical substations and provide reliable cooling for the new electrical buildings. Due to the half century age of equipment at TRWD's Cedar Creek Lake Pump Station electrical substation, the project also includes replacing two substation primary transformers along with any related modifications. New electro-hydraulic actuators for the pump discharge control valves at Cedar Creek will also be installed, removing the single point of failure vulnerability of the current, original equipment.

With this contract, CDM Smith will provide construction management and resident representative services to ensure quality installation during construction. These construction management services include on-site observation, construction management, resident project representatives, document management, construction administration, start-up and commissioning oversight, and closeout services. Construction is expected to be concluded by mid-2030.

Request for Statement of Qualifications was solicited per statute (Texas Government

Code Chapter 2254) and ten (10) submittals were received. The evaluation team determined that CDM Smith was qualified for this project based on their submittal and past successful history with the District. The scope and fee for CDM Smith's construction management services are attached.

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

Submitted By:

Jason Gehrig, P.E.
Infrastructure Engineering Director

List of Submitting Firms

RFSOQ 26-076
CONSTRUCTION MANAGEMENT SERVICES

Due Date and Time:	April 21, 2026 at 2:00 PM

Name of Firm
AECOM Technical Services, Inc.
Black & Veatch
CDM Smith Inc.
DPTV Tango LLC
Freese and Nichols, Inc.
Kimley-Horn and Associates, Inc.
Lina T. Ramey and Associates, Inc.
Pape-Dawson Consulting Engineers, LLC
Pirogue LLC
STV Incorporated

Exhibit A FINAL
Scope of Work and Fee for
Richland Chambers Lake (RC1) and Cedar Creek Lake (CC1) Pump Stations Electrical Buildings and Equipment
Construction Management/Resident Project Representative Services

Project Description and Objectives

Tarrant Regional Water District (Owner) intends to improve the safety and reliability of existing raw water pump stations RC1 and CC1 by removing the medium voltage (MV) electrical equipment from the pump rooms and installing new MV electrical equipment in new electrical buildings. RC1 has six pumps driven by 5500hp, 4000V induction motors. The Brazos Electric-owned dedicated substation with two transformers provides power to the existing 4160V main-tie-main switchgear located in the pump room. The switchgear powers MV soft-starters that operate the pump motors. CC1 has six pumps driven by 3000hp, 4000V induction motors. The TRWD-owned substation with two transformers provides power to the existing 4160V main-tie-main switchgear located in the pump room. The switchgear powers MV soft-starters that operate the pump motors. The objectives of this Project are to:

- construct new environmentally controlled electrical buildings for RC1 and CC1 pump stations.
- replace the existing medium voltage (MV) equipment and 480V MCC at the RC1 and CC1 pump stations.
- add new MV variable frequency drives (VFDs) for the pumps at RC1 and CC1 pump stations.
- remove existing MV switchgear, soft starts, capacitors and harmonic filters.
- replace the substation transformers at CC1 with larger units to accommodate future upsizing of the pumps.
- Add a new low voltage diesel generator at each pump station for controls and security system power at RC1 and CC1 pump stations.
- Add new air handling units (AHUs) and chillers at RC1 and CC1 pump stations.
- Replace existing Modicon Quantum Programmable Logic Controllers (PLC) and Remote I/O (RIO) units with new Modicon M580 PLC and X80 units at RC1 and CC1 pump stations.
- Modify existing Alerton heating, ventilation, and air conditioning (HVAC) controls and integrate them into the station control system at RC1 and CC1 pump stations.
- Replace the existing pump control valve actuators at CC1 pump station.
- Add limit switches to pump isolation valves at RC1 and CC1 pump stations.
- Site grading, paving and drainage improvements at RC1 and CC1 pump stations.
- Reroute and replace existing fiber optic cable at RC1 and CC1 pump stations.
- Run new fiber optic cable to the new electrical building for RC1 and CC1 pump stations.
- Reroute the power feeder to the existing microwave building at RC1 pump station.

To assist the Owner in the execution of the Project, CDM Smith Inc. (Construction Manager, CM) will provide construction management/resident project representative (CM/RPR) services in support of the construction/upgrade of RC1 located in Keren, Texas, and CC1 located in Trinidad, Texas. CM will provide

construction management support utilizing our CM/RPR staff for a 43-month period beginning in December 2026 and ending in June 2030. This proposal is based upon our understanding of the project scope and project requirements identified in TRWD Request for Statement of Qualifications (RFSOQ) 26-076 and the Owner's follow-up direction to provide their own RPR for one site (RC1), while CM will provide an RPR for the second site (CC1) with the understanding that circumstances may require CM RPR support between both project sites on rare occasion. If CM RPR support at RC1 is required more frequently, then CM will re-evaluate CM RPR coverage and submit an amendment proposal to provide needed CM RPR coverage at both sites. Our scope and fee proposal, including assumptions, are summarized in the following sections.

Project Management

CM will provide project management of the execution of the scope of work, including:

- Maintain communication between CM's and Owner's project managers.
- Provide Owner with monthly status reports of project progress, expenditures to date, and cost-to-budget information.
- Provide monthly progress invoices based on work completed to date and include a cash flow report, and a high-level schedule update.
- Advise Owner monthly and as needed when the established project expectations cannot be met or when the construction management and resident project representative fee will increase because of a change directive from the Owner on the scope of work.

Project Management Work Products

- Monthly status report and invoices (.pdf format)

Construction Management Services Scope – Roles and Responsibilities

CM's construction management responsibilities will include oversight of Owner's construction Contractor, liaison between the construction Contractor and the engineering design team, coordination with Owner's RPR, coordination of material testing services and special inspections performed by Others, and related activities during construction of the Project.

Through more extensive onsite observations of the work in progress and field checks of materials and equipment by the CM's construction management team, CM shall endeavor to provide further protection for Owner against defects and deficiencies in the work of Contractor. However, CM shall not, as a result of such observations of Contractor's work, supervise, direct, or have control over any Contractor's work nor shall CM have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by any Contractor, for safety precautions and programs incident to the work of any Contractor, for any failure of any Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to performing and furnishing the work, or responsible for Contractor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

General roles and responsibilities of the CM's construction management team will be as follows:

Construction Manager (CM)

CM will provide part-time CM during preconstruction and mobilization phases (164 hours total for approximately 8 weeks) and full-time CM (37 hours per week for 182 weeks) during construction and construction completion phases who will be onsite two to three days per week and working remotely for two to three days per week and will work as Owner's representative overseeing the Contractor's activities during construction with a focus on Contractor scope, schedule, budget, and quality assurance/quality control (QA/QC). The CM will act as the liaison between the Owner and the Contractors and vendors at the site. The CM will also act as the liaison between the Contractors and vendors at the site and the design engineering team.

The CM will report to Owner's project manager. The tasks and duties of the CM under this scope are listed herein. Services include field and special inspections coordination, quality management, materials testing coordination, change order control, Contractor progress payment reviews, schedule management, contract administration, project communications, and related work. Specific tasks and duties include:

Preconstruction Phase

- Review Contractor proposals for completeness and compliance with the bid documents. Provide written observations and evaluations of the Contractor proposals.

Mobilization Phase

- Implement a submittal control system in conjunction with Owner utilizing Owner's project management and information system (PMIS). Approved submittals including all shop drawings, details, materials, and methodologies are used by the construction management team to monitor the Contractor's compliance. CM will provide oversight of the submittal review process, directing selected submittals to design team, CM team, and/or Owner as required.
- Implement a Request for Information (RFI) control system in conjunction with Owner utilizing Owner's PMIS. CM will provide oversight of the RFI response process, directing selected RFIs to design team, CM team, and/or Owner as required. Coordinate with design as needed to provide additional field information to complete RFI responses.
- Conduct the preconstruction meeting as outlined in construction contract. Provide agenda prior to meeting and meeting summaries after the meeting.
- Provide review of construction Contractor's baseline Critical Path schedule and coordinate concerns and comments with construction Contractor.
- Mobilize to project site.

Construction Phase

- Serve as primary point of contact with primary responsibility for construction contract administration and quality assurance.
- Monitor and observe Contractor's construction work progress in the field for conformance to the Contract Documents.
- Lead, manage, and direct the services of RPRs and Construction Management Team.
- CM will implement, manage, and maintain a change management system using Owner's PMIS and protocol. This will include but not be limited to the following tasks:
    - Manage and track all change proposals.

    - Independently evaluate change proposals.
    - Maintain evaluation documentation for each change proposal.
    - Participate with Owner in negotiating change proposals.
    - Document negotiations.
    - Package and process all negotiated change requests for District approval.
    - Prepare and issue field orders to the Contractor.
    - Maintain and update the change request log.

- Manage differing site conditions identified by Contractor – if such arise – by documenting conditions, coordinating resolutions with Contractor/design team/Owner, and managing changes that result.

- Monitor and oversee field inspection services and special inspections. CM will direct RPRs for the project daily. CM will obtain and review test results from special inspections and material testing (both provided by others) for work elements such as compaction of soils and asphalt paving, rebar, concrete, and welding. CM will also advise Owner on additional testing required by the Owner's third-party inspection or testing firm (as applicable) to verify the results provided by the Contractor.

- Issue Notices of Non-Conformance as needed. Track Notices of Non-Conformance from issuance to final resolution. Coordinate with Contractor, engineering team, and Owner as needed for resolution of non-conformances.

- Monitor construction Contractor's compliance with construction permitting.

- Responsible for safety of CM's employees and Subcontractors only.

- Review the Contractor's proposed Schedule of Values and provide recommendation for acceptance to Owner.

- Review construction Contractor's one pay application per month in accordance with the Contractor's Schedule of Values and other contract requirements. CM will request missing documentation or address clarification issues with the construction Contractor. Recommendations for payment will be in writing and will constitute CM's representation to Owner, based on such observations and review, that, to the best of CM's knowledge, information and belief, the work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to construction Contractor's being entitled to such payment appear to have been fulfilled insofar as it is CM's responsibility to observe the work. In the case of unit price work, CM's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents). The Owner will be responsible for processing and paying the construction Contractor's invoice. The responsibilities of CM contained in this paragraph are expressly subject to the limitations set forth below and other express or general limitations in this Agreement and elsewhere.

- Neither CM's review of Contractor's work for the purposes of recommending payments nor CM's recommendation of any payment (including final payment) will impose on CM's responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on CM to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to Owner free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

- Review Contractor's baseline construction schedule for compliance with the contract requirements and provide a recommendation for acceptance. Review Contractor's monthly schedule updates for correctness of progress and compliance with the baseline schedule and provide recommendations for acceptance.

- Coordinate with Contractor, design team, and Owner as required to address problems or issues encountered in the field.

- Conduct monthly construction progress meetings as outlined in construction contract. Provide agenda prior to each meeting and minutes after each meeting. The meeting agenda and minutes will include identification and documentation of action items as needed. Attend other subject-specific meetings that may arise during construction.

- Conduct periodic – at least weekly – meetings with Owner representative to review project status including ongoing issues and pending decisions.

- Provide monthly project status reports to Owner, highlighting schedule status, cost and cash flow status, change status, completion status, and ongoing issues or concerns.

- Monitor and update – in collaboration with Owner and design team – the risk register monthly throughout the construction phase. Provide recommendations for mitigation of risks.

- Coordinate with Owner operations regarding potential impacts to facility operations.

Construction Completion Phase

- Review and monitor Contractor's startup, testing, and commissioning activities.

- Manage substantial completion process from inception (Contractor request) to issuance of Substantial Completion. Prepare Substantial Completion certificate for approval by Owner.

- Manage project punch list generation and tracking.

- Manage project closeout process.

- Provide recommendation for Final Payment based on construction contract conditions.

The table below summarizes the hours allocated to the CM throughout the life of the project.

Construction Phase	CM Hours
Preconstruction (4 weeks)	44 (11 hrs/week)
Mobilization (4 weeks)	120 (30 hrs/week)
Construction (169 weeks)	6,253 (37 hrs/week)
Construction Completion (13 weeks)	481 (37 hrs/week)
CM's Closeout	--
Total	**6,898**

Resident Project Representative (RPR)

CM will provide one full-time RPR onsite to monitor the Contractor's construction activities at CC1 with the understanding that circumstances may require RPR support between both project sites. If the CM's RPR support at RC1 is required more frequently, then the CM will re-evaluate CM RPR coverage and submit an amendment proposal to provide needed CM RPR coverage at both sites. The CM's RPRs will be onsite daily when Contractor is working onsite. This proposal includes costs for full-time RPR services (40 hours per week for the CM's RPR). The construction contract defines Contractor regular working hours as Monday through Saturday 7 a.m. to 6 p.m. Any supplemental CM RPR hours required to cover all the Contractor's regular working hours are excluded from this scope and will require additional funding via an Amendment.

Owner will provide one full-time RPR to monitor the Contractor's construction activities at RC1. Owner's RPR will be onsite daily when Contractor is working onsite. The Owner's RPR is the Owner's agent at the site, will act as directed by the CM and will confer with CM regarding RPR's actions. The duties and responsibilities of the Owner's RPR are limited to the following scope of work. CM is not liable for the performance of Owner's RPR.

Mobilization Phase

- Mobilize to the project site.

Construction Phase

- Monitor and observe construction activities onsite on a daily basis. Review construction work for conformance with Contract Documents including approved submittals and RFI responses.

- Prepare a daily inspection report that includes, at a minimum.
    - Summary of work activities performed.
    - Identification of Contractor, Subcontractor, and vendor personnel and equipment on site.

- Photo-documentation of work in progress and completed.
- Identify material testing and/or special inspections performed.
- Summary of weather conditions for the day.
- Identification of any visitors to site.
- Identification of any problems or issues encountered in the field.

- Assist CM in coordination and monitoring material testing and special inspections by others.
- Assist CM in review of monthly Contractor pay requests including review of stored materials for payment (if the construction contract allows).
- Assist CM with identification of non-conforming work. Coordinate with Contractor to resolve in field if possible. If not resolved in field, assist with the development of Notices of Non-Conformance as required.
- Attend periodic construction progress meetings.

Construction Completion Phase

- Prepare a punch list with input from Contractor, CM, and Owner. Monitor Contractor's work on punch list and close punch list items when completed.

The table below summarizes the hours allocated to CM's RPR services.

	CC1 RPR		
Construction Phase	Regular Hours (40hrs/week)	Supplemental Hours (26hrs/week)	Total Hours
Preconstruction (4 weeks)	--	--	--
Mobilization (4 weeks)	160	--	160
Construction (169 weeks)	6,760	--	6,760
Construction Completion (13 weeks)	520	--	520
CM's Closeout	--	--	--
Total	**7,440**	**--**	**7,440**

Document Controller

CM will provide one part-time document controller who will work remotely.

Preconstruction and Mobilization Phase

- Support CM for implementation of project workflows and configuration of document management system.

Construction Phase

- Manage Contractor-provided submittals and RFIs in Owner's PMIS.

- Distribute submittals and RFIs provided by Contractor to appropriate reviewers.
- Monitor and track submittal and RFI review process, sending email reminders to approvers when needed.
- Prepare monthly reports on the status of submittals and RFIs in review.
- Draft construction progress meeting documents, attend meetings, and draft meeting minutes.

Construction Completion Phase

- Distribute project completion documentation.
- Complete all uploads to document management system.

CM's Closeout Phase

- Complete all internal CM's quality checks of project data. Coordinate with CM's Project Manager to prepare and submit final CM's invoice.

The table below summarizes the hours allocated to the Document Controller for the project.

Construction Phase	Document Controller Hours
Preconstruction (4 weeks)	20 (5 hrs/week)
Mobilization (4 weeks)	160 (40 hrs/week)
Construction (169 weeks)	3,380 (20 hrs/week)
Construction Completion (13 weeks)	156 (12 hrs/week)
CM's Closeout	16
Total	**3,732**

Construction Support Personnel

CM will provide construction support personnel on an as-needed basis for the following tasks:

- Scheduler – review baseline schedule, monthly schedule updates, and time impact analysis submitted by the Contract. CM assumes 20 hours for baseline schedule and resubmittal review, up to 4 hrs/month for monthly schedule update review, and up to 60 hours for review of time-impact analysis. If time-impact analysis reviews exceed 60 hours, an amendment will be required.
- Safety Manager – prepare project Health and Safety Plan and required safety training to CM Team only and prepare safety incident reports as required. CM assumes up to 20 hours to prepare Health and Safety Plan, up to 2 hrs/month for providing training or field guidance to CM Team, and up to 20 hours for incident reports.
- Commissioning Specialist – review and oversee Contractor's startup, testing, and commissioning activities. CM assumes up to 40 hours for reviewing Contractor's startup, testing, and

commissioning plan, up to 4 hrs/month for commissioning coordination and planning, and up to 8 hrs/week for commissioning oversight and support during startup and commissioning period.

- SCADA Technical Specialist – review and oversight of Contractor's operational readiness testing (ORT) and implementation of SCADA/automation system and support of maintenance of plant operations (MOPO) activities. CM assumes up to 20 hours for reviewing Contractor's startup, testing, and commissioning plan for the SCADA /automation system, up to 104 hours for ORT oversight and up to 78 hours for MOPO support.

- Electrical Technical Specialist – review and oversight of Contractor's ORT testing and implementation of electrical system. CM assumes up to 20 hours for review of Contractor's startup, testing, and commissioning plan review for electrical system, up to 26 hours for ORT oversight, and up to 78 hours for MOPO support.

- Senior CM Advisor – Assist CM with project setup and implementation, provide support for project resourcing, and provide quality oversight of CM services. CM assumes up to 8 hours for preconstruction bid reviews, up to 20 hours for project set up and implementation assistance, and up to 98 hours for project resourcing support and CM quality oversight.

Other Direct Costs

Other direct costs (ODC) such as vehicle, lodging, and field supplies will be provided for field personnel for the construction duration.

- Vehicle, lodging, and field supplies allowance for CM's RPR and CM will be for 43 months.

Construction Phase	Vehicle	Lodging	Field Supplies
Preconstruction	--	--	
Mobilization	$3,400	$8,000	$1,000
Construction	$132,600	$312,000	$13,000
Construction Completion	$10,200	$24,000	$1,000
CM's Closeout	--	--	--
Total	**$146,200**	**$344,000**	**$15,000**

ODC Cost Basis:

- Vehicle cost assumes average rate for vehicle rental, maintenance, insurance and gas.
- Lodging cost assumes monthly allowance for furnished unit plus utilities, and a gross-up allowance to reimburse employee for additional tax burden.
- Field supplies cost allowance to cover incidentals required to execute field activities.

Construction Management Work Products

1. Preconstruction Meeting Agenda and Summaries (.pdf format)

2. Bi-Weekly Meeting Agenda and Minutes (.pdf format)
3. Monthly Status Progress Reports (.pdf format)
4. Daily Inspection Reports (.pdf format)

Construction Management Assumptions

1. Onsite construction office, including internet services, will be provided by others and is excluded.
2. Material testing services and special inspections will be provided by others and are excluded.
3. Construction period is assumed to be 43 months for CC1 and 36 months for RC1 – staffing is based upon those durations. Changes in the construction duration may result in additional costs to CM and a change to this contract.
4. CM is not responsible for construction Contractor's progress or lack thereof.
5. CM is not responsible for Contractor's means and methods.
6. CM is not responsible for issuing directions regarding or assuming control over safety precautions and programs in connection with the construction work.
7. Stop work orders will only be issued by the Owner except for imminent safety hazard which also may be issued by the CM.

Limitations of Authority by Construction Management Team (Includes Construction Manager and Resident Project Representative)

Construction Management Team:

1. Shall not authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Shall not exceed limitations of CM's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or any Constructor.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or Sample submittals from anyone other than Contractor.
7. Shall not authorize Owner to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by CM.
9. Shall not undertake supervision responsibility of the Owner's RPR. CM will endeavor to communicate with Owner's RPR daily, include the Owner's RPR in meetings and discussions related to RPR coordination with the CM and provide direction to both the Owner and CM RPRs.

Fee

Compensation by the Owner to the CM for Basic Services described in this Exhibit A shall be on a direct salary times 2.85 multiplier and direct reimbursable expenses with total cost not-to-exceed $4,824,353.

Work Task	Labor Cost	ODC	Total Cost
Preconstruction Phase	$23,075	$0	$23,075
Mobilization Phase	$141,407	$12,400	$153,807
Construction Phase	$3,817,110	$457,600	$4,274,710
Construction Completion Phase	$327,124	$32,500	$362,324
Closeout Phase	$10,437	$0	$10,437
Total	**$4,319,153**	**$505,200**	**$4,824,353**

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 7

DATE: November 17, 2026

SUBJECT: **Consider Approval of Contract Amendment with CDM Smith for Engineering Services Related to Construction Phases for the Richland-Chambers and Cedar Creek Lake Pump Stations Electrical Buildings and Equipment Project**

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends approval of a contract amendment **in an amount not-to-exceed $4,168,532** with CDM Smith for construction phase engineering services. The current contract amount is $6,243,315 and the revised not-to-exceed contract amount, including this contract amendment, will be $10,411,847.

DISCUSSION:

In June 2024, the District awarded an engineering design services contract to CDM Smith for new electrical buildings at the Richland-Chambers and Cedar Creek Lake Pump Stations. The project includes moving electrical equipment from the humid pump stations to climate-controlled buildings, updating switchgear and other selected electrical equipment, adding modern arc flash protection, and replacing soft starters with Variable Frequency Drives (VFDs) to optimize system operations. This project will ensure compatibility with existing motors and electrical substations and provide reliable cooling for the new electrical buildings. Due to the half century age of equipment at TRWD's Cedar Creek Lake Pump Station electrical substation, the project also includes replacing two substation primary transformers along with any related modifications. New electro-hydraulic actuators for the pump discharge control valves at Cedar Creek will also be installed, removing the single point of failure vulnerability of the current, original equipment

The current scope with CDM Smith includes preliminary design investigations, final design plans and specifications, through procurement phase services. This amendment will extend services into construction and include engineering construction phase services such as project management, technical submittal reviews, site visits, start up, testing, and commissioning activities over the expected forty-two months of construction.

In addition to typical engineering services during construction, this amendment includes controls programming and integration for both pump stations, including programmable logic controller (PLC) programming and updates to the supervisory control and data acquisition (SCADA) system to support the new variable frequency drives and

associated equipment. This effort represents a significant portion of the amendment cost and includes control logic development, operator interface updates, factory and field testing, and operator training to support reliable operation of the upgraded facilities.

These engineering services during construction will begin early 2027. Attached is the scope of services to be provided by CDM Smith for this amendment, along with the fee summary.

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

Submitted By:

Jason Gehrig, P.E.
Infrastructure Engineering Director

Amendment 4 FINAL
Exhibit A
Scope of Work and Fee for
Richland Chambers Lake (RC1) and Cedar Creek Lake (CC1) Pump Stations Electrical Buildings and Equipment
Engineering Services During Construction and Application Engineering Services

Project Description and Objectives

Tarrant Regional Water District (Owner) intends to improve the safety and reliability of existing raw water pump stations RC1 and CC1 by removing the medium voltage (MV) electrical equipment from the pump rooms and installing new MV electrical equipment in new electrical buildings. RC1 has six pumps driven by 5500hp, 4000V induction motors. The Oncor-owned dedicated substation with two transformers provides power to the existing 4160V main-tie-main switchgear located in the pump room. The switchgear powers MV soft-starters that operate the pump motors. CC1 has six pumps driven by 3000hp, 4000V induction motors. The TRWD-owned substation with two transformers provides power to the existing 4160V main-tie-main switchgear located in the pump room. The switchgear powers MV soft-starters that operate the pump motors. The objectives of this Project are to:

- construct new electrical buildings for RC1 and CC1 pump stations.
- replace the existing medium voltage (MV) equipment at the RC1 and CC1 pump stations.
- add new MV variable frequency drives (VFDs) for the pumps at RC1 and CC1 pump stations.
- replace the substation transformers at CC1 with larger units to accommodate future upsizing of the pumps.
- Provide environmentally controlled new electrical buildings.
- Replace pump control valve actuators at CC1 pump station.
- Integrate Alerton modifications at RC1 and CC1 pump stations.
- Add a standby diesel 480V generator at each pump station for the safety and controls equipment.
- Site/civil and physical security improvements at RC1 and CC1 pump stations.

The original contract and Amendments 1-5 include Tasks 1-7 for design and bidding services. Under Amendment 6, CDM Smith Inc. (Engineer) will provide engineering services during construction as described below in Tasks 8-10. Services under this amendment assumes 43-month construction period.

Scope of Work

Engineer will complete the following basic scope of work related to the Project:

Task 8 Construction Administration

Task 9 Geotechnical Deep Foundation Special Inspection

Task 10 Application Engineering Services

The scope of work of these three tasks is as follows:

Under Each Task, the Engineer will provide Project management of the execution of the scope of work, including:

- Maintain communication between Engineer's and Owner's Project managers.
- Provide Owner with monthly status reports of Project progress, expenditures to date, and cost-to-budget information.
- Provide monthly progress invoices based on work completed to date and include a cash flow report, and high-level schedule update.
- Advise Owner monthly and as needed when the established Project expectations cannot be met or when the engineering fee will increase because of a changed directive from the Owner on the scope of work.

Project Management During Construction Work Products

- Monthly Status Report and Invoices (.pdf)

Task 8 Construction Administration

Engineer will provide the following engineering services during construction of the Project:

8.1 Preconstruction Meeting

Attend one preconstruction conference with the Contractor, Owner, Construction Manager (CM) and involved stakeholders at one construction site location. Engineer's Project Manager, Project Coordinator, and up to three design engineers will be in attendance. Engineer assumes preconstruction meeting will be two hours in duration exclusive of travel time.

8.2 Construction Progress Meetings

Attend up to 43 monthly construction progress meetings with the Contractor, Owner, and CM. It is assumed that the meetings will be held at one construction site location and will last up to two hours each exclusive of travel time. Engineer's Project Manager, and lead electrical engineer for each site will attend. Lead geotechnical engineer will attend up to 12 progress meetings. Lead process engineer will attend up to three progress meetings virtually.

8.3 Site Visits

Conduct up to six total site visits, in addition to the meetings specified in Task 8.2, to both Project sites and observe the progress and quality of various aspects of the construction work. Advise Owner's CM of conditions observed and non-conformities with the contract documents as are apparent and observable at time of the visit. Each set of site visits is assumed to include up to one person per discipline responsible for each site and last up to three hours each exclusive of travel time.

Limits of Responsibility - The purpose of site visits will be to enable Engineer to carry out the duties and responsibilities assigned and undertaken by Engineer during Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide the Owner with a greater degree of confidence that the completed work will conform to

the Contract Documents and that the Contractor and its Subcontractors' have implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer will not, during such site visits or as a result of such observations of the Contractor's work in progress, supervise, direct, or have control over the Contractor or its Subcontractors work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety on the site, for safety precautions and programs incident to the Contractor's or its Subcontractors work, nor for any failure of the Contractor or it's Subcontractors to comply with Laws and Regulations applicable to the Contractor furnishing and performing the work.

8.4 Shop Drawing Submittal Review

Review Contractor-generated submittals required to be submitted by the contract documents. Review the Contractor's initial schedule of value and construction schedule and schedule updates.

8.5 Request for Information (RFIs)

Respond to RFIs and request for clarifications from the construction Contractor and issue field orders to the CM, as appropriate.

8.6 Material Testing Report Deficiencies

Construction materials inspection and testing (CMIT) will be provided by Others. CM will review construction material test reports submitted by Owner's CMIT. Engineer will only review nonconforming reports when provided by the CM for coordination on how to address deficiencies.

8.7 Field Order/Change Orders

Issue and/or review field orders and/or change orders. When clarifications or interpretations result in a change cost or schedule, Engineer will review cost estimates and prepare documentation for change orders. When clarifications or interpretations result in a no-cost change order, Engineer will prepare documentation for field order changes. Engineer will review and provide written response to the Contractor-generated change order requests.

8.8 Factory Witness Testing and Factory Acceptance Testing

Accompany Owner to the factory witness test (FWT) and factory acceptance test (FAT) of new electrical equipment. It is assumed that the travel expenses (airfare, transportation, lodging, meals) for FWT and FAT will be part of the construction contract and will be paid directly by Contractor or through separate reimbursement to Engineer. The following factory witness tests and durations are included:

Item	**Duration**
RC1 Switchgear	5 business days
RC1 VFDs **(each)**	2.5 business days
RC1 Control Panels	4 business days

RC1 PLC, HMI, Historian FAT	5 business days
CC1 MV Switchgear	5 business days
CC1 VFDs (each)	2.5 business days
CC1 Substation Transformers	5 business days
CC1 Control Panels	4 business days
CC1 PLC, HMI, Historian FAT	5 business days
CC1 PCV actuator FAT	7 business days

Pump control valve actuator testing is limited to confirming the interface to process control system.

Witness RC1 and CC1 precast architectural concrete wall mockup review at each Project site.

8.9 Startup and Commissioning

Witness the electrical equipment commissioning and field testing. It is assumed that the field testing will last up to 15 business days at each pump station. An additional 5 business days are included for the CC1 substation transformers.

8.10 Functional Demonstration Testing (FDT)

Witness the FDT held at each pump station. It is assumed that the FDT will last up to 15 days.

8.11 Preliminary and Final Walkthroughs

Participate in field inspections of the completed work when requested to determine if the Project is substantially complete. Assist CM in preparing a list of items required for the Project to be considered as fully complete. One preliminary and one final inspection are included. Each inspection is limited to eight hours.

8.12 Record Drawings

Prepare record drawings based on as-built markups ("red lines") provided by the Contractor and Owner's onsite construction observers that depict modifications and changes made to the Project design during construction. Engineer will not maintain a set of field drawings and will require the Contractor's markups to produce record drawings. Record drawing submittal will include one full size set and two half size sets of record drawings, plus one electronic copy of the final record drawings in a .pdf, Revit, and AutoCAD format.

8.13 O&M Manual Update

Update TRWD existing RC1 and CC1 Facility Operations Manuals to incorporate electrical building addition improvements. The following sections are identified to be added and updated.

Add the following Sections, Figures and Tables:

- 2.1.10 - Electrical Building
- 2.4.9 High/Low Head Caustic Feed System [CC1 only]
- 2.4.10 Summary of Major and Auxiliary Equipment

Update the following Sections, Figures and Tables:

- 2.1 Pump Station Overall Site
  - Figure 2-1: Site Overview
  - Figure 2-8: Facilities Overview
  - 2.1.3 Electrical Substation
  - 2.1.6 HVAC-Mechanical and Pump Station Buildings
- 2.3 Major Equipment
  - 2.3.3 Pump Motors
  - 2.3.4 Switchgear
  - 2.3.5 Pump Motor Controller
  - 2.3.6 Pump Control Valves
  - 2.3.7 Hydraulic Power Unit and Valve Control Panel
  - 2.3.8 Butterfly Valves
- 2.4 Auxiliary Equipment and Systems
  - 2.4.1 Pump Motor Water-cooling System (portions transferred to PLC control)
  - 2.4.4 Electrical
  - 2.4.5 Heating, Ventilation, and Air Conditioning
- 3.1 Control System Components
- 3.2 Field Devices and Instrumentation
- 3.3 Control System Configuration
- 3.4 Control Strategy (Control Scenarios)
- 3.5 Control System Alarms & Interlocks
- 3.6 Control Modes
- 3.7 Major Controls
- 4.1 Standard Operating Procedures
- 4.2 Operations Overview
- 4.3 Initial Operating Parameters and Checks
- 4.4 Remote and Local Startup Procedures
- 5.1 Normal Startup and Shutdown Procedures
- 5.2 Routine Starting and Stopping of Pumps
- 5.3 Operating Limits
- 5.4 Miscellaneous Considerations for Routine Operating Procedures
- 6.1 Local-Manual Mode
- 6.2 Emergency Shutdown Procedures
- 6.3 Not applicable
- 6.4 Miscellaneous Shutdown Considerations

The following meetings are included in the O&M update and will be held virtually:

- O&M Kickoff Meeting
  First O&M update submittal Review Meeting

Task 8 Assumptions and Exclusions:

- Construction duration will be 45 months from notice to proceed to final completion. If the construction phase extends beyond these timelines, a contract amendment or special service will be required to cover services.
- Owner will provide a construction manager (CM) and full-time resident Project representative (RPR). CM will implement document control platform for construction documents (submittals, RFIs, etc).
- Engineer will perform technical and functional review of up to 250 unique submittals total for both sites. Budget includes up to two submittal reviews including one resubmittal for critical submittals with the exception of electrical submittals where we anticipate more than one resubmittal. It is assumed that Contractor will include both RC1 and CC1 submittal information into one submittal for common products and not separate submittals with different materials/products for each site. If the number of submittals or budgeted hours exceeds this amount, Engineer will require an amendment.
- Engineer will review and respond to up to 125 RFIs total for both sites. If the number of submittals or budgeted hours exceeds this amount, Engineer will require an amendment.
- Engineer assumes workflow for submittal and RFIs will be as follows - CM will receive RFI and submittal notifications from IPL Net Sharepoint site and distribute to design team for review. Engineer will upload submittal review comments and RFI responses to IPL Net Sharepoint site. CM will distribute responses to the Contractor. CM will be responsible for document control on IPL Net Sharepoint site.
- Engineer assumes up to 15 field orders and/or change orders total for both sites. If the number of submittals or budgeted hours exceeds this amount, Engineer will require an amendment. Request for substitutions will be processed as change proposals and are included in the quantity of total field orders and/or change orders for both sites.
- Engineer will endeavor to protect Owner in providing construction phase services described above; however, it is understood that Engineer does not guarantee the Contractor's performance, nor is Engineer responsible for supervision of the Contractor's operation and employees. Engineer is not responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the Work of the Contractor or any Subcontractor. Engineer is not responsible for the acts or omissions of any person (except its own employees or agents) at the Site or otherwise performing any of the Work.
- Engineer will comply with the Contractor's Safety Program at all times while on Site. Engineer will provide required personal protective equipment required for site visits for its staff.
- Owner's CM will lead and prepare meeting agenda and minutes for preconstruction meeting and monthly construction progress meetings.
- Witness factory testing for pump control valve actuators will be for simulation of inputs and outputs only.

Task 8 Work Products:

- Shop drawing submittal review comments (.pdf format)
- Responses to the Contractor's RFIs (.pdf format)
- Field orders or change orders (.pdf format)

- Review of deficient materials testing results
- Preliminary Punch List (.xls format)

Task 8 Deliverables:

- Record Drawings (.pdf format)
- O&M Manual Update (.pdf format)

Task 9 Geotechnical Foundation Inspection

9.1 Deep Foundation Inspection

As deep foundations are anticipated for support for the proposed structures at RC1, Engineer will provide geotechnical special inspection services during construction of the deep foundations, as required by the IBC. Upon completion of the deep foundation installation, a closeout memorandum with daily inspection reports will be compiled and submitted to Owner.

Task 9 Assumption and Exclusions:

- Special inspection services assume a geotechnical engineer will be onsite full-time for up to 60 days to observe and document the installation of the deep foundations, assuming 1.5 drilled shafts installed per day.
- Engineer to be onsite while Contractor's geotechnical driller is performing confirmatory soil borings at RC1 and CC1 as noted on Drawings.

Task 9 Work Products:

- Daily geotechnical foundation inspection reports and closeout memorandum (.pdf format)

Task 10 Application Engineering Services (AES)

Engineer will provide PLC, HMI, and Historian Application Engineering (AE) Services for both RC1 and CC1 sites. These Services consist of SCADA application development, SCADA application commissioning, PLC and HMI configuration, programming task management, and quality assurance/control (QA/QC) activities. AE Services for these sites will include the following, to be defined within individual sections below:

- AE Kickoff Meeting and Work Plan
- SCADA Standards Review
- SCADA Programming Narratives Development
- SCADA/HMI Database and Graphics Configuration
- SCADA System and Network Configuration
- OT and Programming Cybersecurity
- Alarms/Historian Development
- Vendor Data Exchange Coordination
- I/O and Programming Parameters List Development
- PLC Program Development and Configuration
- SCADA Commissioning Coordination
- Factory Testing

- Field Testing
- SCADA Training
- AE O&M Submittal

Additionally, Engineer will provide AE Services for the High/Low Head Caustic Feed System and monitoring, sample analyzer monitoring, duplex sump pump panel monitoring, PLC CC1-WQAS-PLC1, two flowmeters, and two anode rectifier panels having Moxa I/O monitoring (including configuration of the MOXA I/O for HMI monitoring) as part of the Cedar Creek Section IV Pipeline Replacement and CC1 Improvements Project. Work products for these systems and equipment will be executed at the same time and integrated with the work products for RC1-CC1 Electrical Building Project.

Task 10.1 Application Engineering Services (AES) Kickoff Meeting and Work Plan

Engineer will conduct an application engineering (AE) kickoff meeting (in-person) to introduce key staff, their roles and responsibilities, key points of contact, and identify Project goals, Project procedure protocols, and execution approach. Engineer will prepare a work plan for AES services to describe the work to be performed in this task. The work plan will provide CDM Smith Project staff and TRWD stakeholders with a clear understanding of:

- AE Project Team and respective responsibilities
- Communication procedures
- Scope of work, including deliverables and meetings under each task
- Anticipated Project schedule and milestones
- Identify areas requiring TRWD Input
- Quality milestones and internal CDM Smith Quality Assurance plan

QA/QC will consist of specialists' review of deliverables, conducting of testing per scope of work, and submission of the final test reports.

Project Meetings and Workshops. The following meetings and workshops are included in the Application Engineering scope:

- Kickoff Meeting
- Standards and Conventions Workshop
- Programming Narrative Workshop - 1
- Programming Narrative Workshop - 2
- Draft Graphics Review Meeting
- Second Graphics Review Meeting
- SCADA System and Network Configuration
- OT and Programming Cybersecurity Policies
- Alarm and Historical Data Strategy
- Pre-Field Testing Meetings, one for each site.
- Submittal Review Coordination
- Up to a total of 10 Site visits (5 for each pump station) by two AE team members to attend meetings as requested by the CM and approved by the Engineer's PM.
- Vendor Coordination Meetings
- A total of 26 dedicated AE Status Meetings that cover activity for both sites together

All workshops and meetings (except the Kickoff Meeting and site visits) will be conducted virtually using video conferencing software (e.g., teams).

The dedicated AE status meetings are scheduled by the Engineer's PM to review programming status, discuss progress, needs, and issues requiring input from TRWD to resolve. These meetings are anticipated to be one hour in duration and are in addition to specific workshops identified elsewhere in the scope. The status meetings dates may or may not coincide with regularly scheduled construction progress meetings.

Submittals. The following submittals are included in the Application Engineering scope:

- AE Work Plan
- I/O List
- System Standards and Conventions-confirmation of TRWD standards
- Master Database – PLC/HMI/SCADA Devices
- Programming Narratives
- HMI Graphics
- Historical Data and Alarm strategy
- Data Exchange Submittal (may be included with Master Database)
- AE Commissioning Plan
- Testing Procedures (FAT, FDT, SAT)
- Testing Results (FAT, FDT, SAT)
- PLC Firmware Report
- Training Materials – for Owner's SCADA Automation team
- SCADA O&M update for RC1 and CC1 – Maintenance and Operations
- PLC/HMI Project electronic files

Task 10.2 SCADA Standards Review

The Project Scope is based on the use of existing TRWD Graphics and Programming standards for process monitoring, control, alarming, historization, and reporting. Any new content, graphics, or programming of new equipment is anticipated to follow existing standards. For RC1 and CC1, pump controls are being updated, equipment is being transferred from the Alerton system to the pump station PLCs, Motor Protective relay and Power monitoring devices are being added, and new pump control valve actuators are being added to station CC1. A workshop will be conducted to confirm that the existing TRWD HMI and programming standards will be able to accommodate these devices. If not, a Standards Refresh strategy will be discussed with TRWD prior to initiating further work.

Task 10.3 SCADA Programming Narrative Development

Programming control narratives will be prepared based on the contract design documents and control descriptions. The control descriptions will be updated to create draft programming narratives for review in a workshop format. Based on workshop comments, draft final narratives will be provided for approval and reviewed in a workshop format. Alarm point and strategy will be discussed on loop-by-loop basis to complement the HMI/Graphics discussion of alarms. Monitoring of variables in ethernet-enabled devices will be discussed.

Only approved control narratives will be implemented on the Project.

Task 10.4 - SCADA/HMI Database and Graphics Configuration:

The AE team will create the necessary HMI database to include new tags required for monitoring and control of the new equipment. New process graphic displays, control pop-ups, and trends to accommodate the Project design will also be created. New HMI tags needed for this Project will be developed based on TRWD's existing naming standards and conventions.

Graphics workshops as noted will be conducted with TRWD staff. Based on the results of the graphics workshops, the AE team will develop static graphics for approval. Upon approval, the HMI database will be updated, and graphics linked dynamically in preparation for unwitnessed factory testing. Alarm point and strategy will be discussed on screen-by-screen basis to complement the Narratives discussion of alarms.

Task 10.5 – SCADA System and Network Configuration:

The AE team will confirm information with TRWD for server, workstation, and process control network switches for RC1 and CC1 in a workshop. Coordination activity with TRWD Information Technology group will be discussed and documented in the workshop meeting summary and AE commissioning plan. Network access policies and procedures for programming and HMI configuration will be identified.

All network equipment (switches, server, workstations, etc.) will be configured by the TRWD IT group. The AE team will configure PLC network addresses per IP information provided by TRWD. The AE team will coordinate with vendors regarding IP addressing and memory maps for ethernet-enabled devices (power monitoring devices, protective relays, etc.) but will not configure the devices themselves.

Task 10.6 – OT and Programming Cybersecurity

The AE team will conduct a workshop to review Cyber Security policies relevant to this Project with TRWD. This will include network segmentation, HMI, Pump Station PLCs and intelligent devices, and other components in accordance with TRWD cybersecurity policies and practices. Guidelines for development system use and program security will be discussed. Confidential handling of documents, programs, databases, etc., and procedures for the AE work will be developed and incorporated in the configuration effort and Commissioning Plan.

Task 10.7 – Alarms/Historian Development

Based on the approved AE Programming Narrative and Graphics Reviews, a general alarm and historization strategy will be prepared and submitted for review. The AE team will conduct one 4-hour workshop review and update the strategy. Report configuration is not part of the scope of work, but the impact of historical logging strategy on reports (and vice versa) will be included in the workshop.

The AE team will configure the SCADA Historian to collect all new analog input values.

Task 10.8 – Vendor Data Exchange Coordination

The AE team will coordinate with the electrical subcontractor and vendors on the integration of their systems into the SCADA system. SEL relays and Power Monitoring devices will be configured by the

suppliers in coordination with electrical subcontractor. The AE team will coordinate data exchange between these devices and SCADA.

SCADA HMI graphic content and layout will be coordinated with the electrical subcontractor and respective vendors for the following equipment:

- Pump control valve actuators
- Motor Protective Relays
- SEL relays
- Power Monitoring
- Power Quality Monitoring

Existing Peer-to-Peer data exchange between the pump station PLCs RC1 and CC1 and other existing devices within the scope of the Project and shown on Drawings will be confirmed and updated.

Data transfer maps will be submitted to TRWD and included in the O&M or separately as directed by TRWD.

Task 10.9 - I/O and Programming Parameters List Development

AE team will prepare an I/O list of hard and soft I/O for RC1 and CC1 based on the Contract Design documents and data exchange list and submit to TRWD. Two rounds of submittals may be needed depending on time required to obtain Vendor Memory Maps. Related programming parameters associated with soft I/O (if any) will be identified and submitted with the master database submittal.

Task 10.10 - PLC Program Development and Configuration

The AE team will provide programming for the new pump station PLCs for monitoring and control of equipment identified in the contract documents. Programming will be based on approved control narratives. Step logic applicable to the CC1 pump control valve programming resident in the pump station PLC will be confirmed, implemented, and coordinated with the programming prepared by the vendor for the pump control valve actuators themselves. Data exchange with connected ethernet devices will be implemented where specified in the contract documents.

The AE team will download the latest PLC firmware to each PLC CPU and associated network interface card prior to field testing and provide a PLC firmware report noting firmware versions for each module.

Task 10.11 – SCADA Commissioning Coordination

The AE team will create an AE commissioning plan in conjunction with the Factory and Field-Testing plans and submit to TRWD. AE will participate in conference calls when requested by the RE for coordination activity with the General Contractor and PCSS subcontractor as part of the commissioning planning process.

Task 10.12 – Factory Testing

The AE Team will prepare Factory test procedures in accordance with contract documents, SCADA standards, graphics, and control narrative submittals. Witnessed testing of the pump station PLC programming and pump control valve actuator I/O interface are included.

Factory Acceptance Testing (FAT) of the PLC Includes:

- Unwitnessed test – held at the AE facility using the TRWD-supplied development system.
- Witnessed test – held at the AE facility with TRWD staff and the PCSS invited to observe or participate.

The FAT of the pump control valve actuator includes:

- Witnessed test - Witness FAT at pump control valve actuator supplier's facility. Testing is limited to I/O simulation to confirm interface functionality to process control system. Includes up to 7 business days by a member of the AE team familiar with the Pump Station PLC programming and I/O interface to pump control valve actuator.

A Factory Acceptance Testing Procedures Plan will be created and submitted to TRWD prior to testing. Testing results will be submitted to TRWD. The AE team will be responsible for conducting the test per test procedures and coordinating with participating parties.

Task 10.13 – Field Testing

The AE Team will prepare field test procedures in accordance with contract documents, SCADA standards, graphics, and control narrative submittals.

Field Testing includes:

- Operational Readiness Test (ORT) – held on the Project site with participation from PCSS.
- Functional Demonstration Test (FDT) – held on the Project site with participation from TRWD and Design Engineer.
- Site Acceptance Test (SAT) – to be held on the Project site with participation from all Project parties.

Test procedures will be created and submitted to TRWD prior to testing. Testing results will be submitted to TRWD. The AE team will be responsible for conducting testing per test procedures and coordinating with participating parties.

AE team will participate in performing SCADA-related tuning and adjustments in the SCADA system following FDT.

Task 10.14 - SCADA Training

AESS will prepare training materials and course content in accordance with the contract documents based on the final developed control system.

The AE team will coordinate scheduling, attendees, classroom preparation, course work packages, and technology requirements with all stakeholders no less than 15 business days prior to the scheduled course.

Training materials will be submitted for the following training classes:

- Operator Training (Pre and Post Startup) – Two (2) initial sessions at 8 hours each
- Two (2) supplemental sessions at 4 hours each

- The two (2) supplemental sessions will be review of the initial sessions or cover topics in greater depth as requested by TRWD.

Task 10.15 - AE O&M Submittal

The existing SCADA system O&M manual will be made available to the AE team in electronic Word format by TRWD. The AE team will prepare a preliminary update to the SCADA O&M manual and submit for review per approved AE work plan. The final O&M Manual and final versions of the PLC, HMI and OIT programs will be submitted within 60 days after notice of substantial completion to the AE team. The update of the SCADA O&M is separate from the update of the Facility O&M discussed under Task 8.

Task 10 Assumptions:

- Programming Scope is based upon:
  - CDM Smith 100% Design Documents (drawings and specifications) for RC1 and CC1.
  - Network Diagram (DI-101), Instrumentation Details (DI-501), Flow Meters (FIT-01 and FIT-02) P&ID (DI-601), Sample Analyzer Building P&ID (DI-602), High/Low Head Caustic Feed System P&ID (DI-603), Analyzer Building PLC, Network, and Security Panels Plan (DI-604), Corrosion Protection Notes (CP001), Cathodic Protection Standard Details IX (CP-509), and Cathodic Protection Installation Schedule (CP-601), contained in the Cedar Creek Section IV Pipeline Replacement and CC1 Improvements Project 100% design set.
  - Flow Meters (FIT-01 and FIT-02) analog signal values are monitored by station PLC.
  - High/Low Head Caustic Feed System monitor and control narrative as transmitted to CDM Smith April 15, 2026.
  - Sample analyzer and duplex sump pump panel interfaces to PLC CC1-WQAS-PLC1 are monitor-only.
  - Moxa I/O monitoring for each Anode Rectifier Panel consists of (1) rectifier mA (AI), (1) rectifier Fault (DI), and (1) Rectifier Fail (DI).
  - Applicable TRWD software, programming, and graphics standards active at time of 100% design

- SCADA System Hardware (other than programming laptops) for a development system that is part of this effort will be furnished to CDM Smith for programming, testing, and commissioning. CDM Smith will return the SCADA Hardware to TRWD at the completion of the Project. CDM Smith will submit all software to TRWD on scannable media or other method (discussed in Cyber Security Policies Workshop) prior to loading into onsite equipment.
- TRWD will make available knowledgeable staff with decision-making authority to participate in the kickoff meeting and provide input where appropriate.
- Existing Graphics and Programming standards will be followed, and any new content, graphics, or programming will follow existing standards.

- PLC will be upgraded to latest Owner's standard (assumed to be M580 series).
- No changes to the existing process control logic will be needed, except for VFD start/stop logic, addition of equipment transferred from the Alerton system, integration of power monitoring, motor protective relays, and SEL relays into both pump station programs, six existing flowmeters into pump station programming, integration of new pump control valve actuators into CC1 programming, and implementation of logic associated with the Cedar Creek Section IV Pipeline Replacement and CC1 Improvements Project. New graphics/control templates and Historian logging updates will be provided to support these changes.
- Programming narrative updates will be based on the control narratives included in the contract documents that are updated and issued for approval.
- New I/O for VFDs will be a combination of hardwired I/O and ethernet accessible soft I/O.
- New I/O count for RC1 will not exceed a combination of 292 hard and 300 soft I/O points.
- New I/O count for CC1 will not exceed a combination of 470 hard and 360 soft I/O points
- IFix HMI software version will not be changed.
- Existing graphics will be re-used, and any new content or graphics will follow existing standards.
- A new graphic will be produced for PLC cabinet which will include intrusion detection, power supply, and surge suppressor monitoring.
- Existing pertinent TRWD Cybersecurity OT related policies will be provided to the AE team for reference.
- OT/IT Cybersecurity will be performed by Owner other than input of IP addresses to the PLC and PLC I/O network.
- Existing O&M Manual will be provided by Owner and only updated to include changes implemented in this Project.
- No new reports will be generated as a part of the Project.
- AE Team requires 15 business days of prior notice of mobilization per tested systems.
- AE Team assumes the review of the High/Low Head Caustic Feed System submittal, flowmeters submittal, Sample Analyzer Building Analyzer submittal, and Duplex sump pump submittal from the Cedar Creek Section IV Pipeline Replacement and CC1 Improvements Project. This includes up to two submittal reviews (one initial and one follow-up) of the respective submittals.
- AE Team assumes the review of one factory test plan and one onsite test plan from the pump control valve actuator supplier and up to two submittal reviews (one initial and one follow-up) for reviewing for each of the pump control valve actuator supplier's test plans.
- AE Team assumes the review of one factory test plan and one onsite test plan from the PCSS and up to two submittal reviews (one initial and one follow-up) for reviewing for each PCSS test plan.
- PCSS has completed all field device monitor/control testing including the associated PLC input/output module interface prior to notifying AE team of readiness.
- Two full-time dedicated PCSS team members and additional on-demand personnel in the field for the ORT phase will be available from the PCSS.
- Vendors provide the appropriate personnel to conduct onsite SCADA integration testing with the AESS.
- Participation in testing with the respective Project Process Control System Supplier (PCSS) will be with the full cooperation and support of the PCSS. The PCSS will provide all needed hardware, staging (as applicable), and general support for the testing.
- Suitable training location with video conferencing will be provided by TRWD for training.

Task 10 Exclusions:

- Network diagnostic graphics are excluded.

- Network switch, security appliance, and any external communication device configuration will be performed by others. They are excluded.
- Programming or HMI configuration work will not be performed without an approved control narrative.
- The AE team will not configure or assign IP addresses to vendor standard ethernet-enabled devices (power monitoring devices, protective relays, etc.).
- Testing beyond simulation of inputs and outputs at the FAT to be conducted at the pump valve actuator supplier's facility is excluded.

Task 10 Work Products:

- Meeting Agendas, Meeting Summaries
- Draft AE Work Plan
- Submittals
- Data transfer maps
- FAT Procedures Plan
- FAT Testing Results
- Field Test Procedures
- Field Testing Results
- Training Materials

Work products will be provided in electronic (PDF) format only.

HMI Database Development and System Configuration documentation will be maintained and provided to TRWD as drafts initially. Final approved documents will be provided to TRWD electronically in Word and PDF formats.

PLC program development documentation will be drafted and maintained within a specific Project file repository acceptable to TRWD. Final programs and documents will be provided to TRWD.

Task 10 Work Deliverables:

- Final AE Work Plan
- SCADA O&M Manual Updates
- PLC/HMI electronic program/configuration files

Deliverables will only be provided in electronic (PDF) format or native programming files as applicable.

Fee

Compensation by the Owner to the Engineer for Basic Services described in this Exhibit A shall be on a not-to-exceed basis (the basis of not-to-exceed pricing is detailed in the Agreement).

Remaining funds totaling $384,476 from Design Phase Tasks 1-7 will be reallocated to Amendment 4. The total not-to-exceed amount authorized for Amendment 4 is $4,168,532, with task breakdown as follows:

Work Task – Basic Services	Total Labor Cost	Direct Expenses	Subcontractor Cost	Total Cost
Task 8 – Engineering Services During Construction	$2,237,002	$57,050	$533,015	$2,827,067
Task 9 – Geotechnical Foundation Inspection	$158,015	$15,000	$0	$173,015
Task 10 – Application Engineering Services	$1,521,926	$31,000	$0	$1,552,926
Relocation Amount from Design Phase				(-$384,476)
Total Amendment 4	**$3,916,943**	**$103,050**	**$533,015**	**$4,168,532**

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 8

DATE: November 17, 2026

SUBJECT: **Consider Approval of Contract with Kleinfelder, Inc. for Construction Materials Testing for Cedar Creek Section 4 Phase 1 Pipeline Replacement and Cedar Creek Lake Pump Station Improvements**

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends approval of a contract **in an amount not-to-exceed $885,500** with Kleinfelder, Inc. for construction materials testing services for the Cedar Creek Section 4 Pipeline Replacement Phase 1.

DISCUSSION:

The Cedar Creek Section 4 Pipeline, built more than 50 years ago and at its end of useful life, has historically encountered joint end failures not able to be detected by electromagnetic condition assessment technologies. A break in this flood-prone area could halt operations for months until waters recede and repairs can begin. The Cedar Creek Section 4 Pipeline Replacement is part of a multi-phase project to address the risks associated with these segments and increase flow capacity to meet future needs. The new pipe will be spiral welded steel.

Construction is expected to begin in early 2027 for the Cedar Creek Section 4 Phase 1 project which includes construction of a parallel 90-inch spiral-welded steel pipeline and abandonment of over eight miles of the existing 72-inch prestressed concrete cylinder pipe. Improvements at the Cedar Creek Lake Pump Station include replacing the existing header piping, installing two venturi meters, removing electrical and instrumentation equipment from the chemical feed rooms, demolishing the existing chemical tanks, and relocating caustic feed equipment to a new room. The project also includes installing two monolithic isolation joints at the Ennis Pump Station and constructing a water quality analyzer building at the Cedar Creek Operations Complex.

Request for Statement of Qualifications was solicited per statute (Texas Government Code Chapter 2254) for materials testing and inspection firms for two categories. These included Category A) Field Certified Welding Inspections and Category B) Soils Compaction, Concrete and Hot Mixed Asphalt Concrete (HMAC) Testing. District staff selected Kleinfelder, Inc. to provide Category B, Construction Materials Testing services for the Cedar Creek Section 4 Phase 1 Pipeline project. The scope and fee for Kleinfelder’s services are attached.

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

Submitted By:

Jason Gehrig, P.E.
Infrastructure Engineering Director

List of Submitting Firms

RFSOQ 25-089
MATERIALS TESTING

Due Date and Time:	March 7, 2025 at 2:00 PM

Name of Firm
Alliance Geotechnical Group, Inc.
ETTL Engineers & Consultants Inc.
Geotex Engineering, LLC
HVJ North Texas - Chelliah Consultants, Inc.
Kleinfelder, Inc.
Steel Inspectors of Texas, Inc
UES Professional Solutions 44, LLC

October 27, 2026
Kleinfelder Proposal No.: DFW26P202030

Mr. Damon Cunningham
Tarrant Reginal Water District
804 East Northside Dr
Fort Worth, Tx 76102

Subject: **Construction Materials Testing Services**
Cedar Creek Section 4 Pipeline Replacement and Pump Station Improvements
Trinidad, TX

Dear Mr. Cunningham:

Kleinfelder is pleased to submit this unit fee proposal for field testing services for the referenced project and appreciates the continued opportunity to service your projects. Kleinfelder anticipates that we will be requested to perform soil sampling for laboratory analysis, earthwork observation and testing for pipeline and structure backfill, sampling and testing of CLSM and concrete for pipeline backfill and miscellaneous concrete structures or sitework elements.

We understand that the current project assignment will be for earthwork and concrete sampling and testing for the 90-inch diameter water line replacement approximately 8.6 miles in length near Trinidad, TX. In addition, we understand that the project will include additional sitework, utility replacement and structural improvements to the existing pump station facility. We have based our general scope of services on these items.

Our services will be performed on a part-time basis as scheduled by your designated representatives. As such, we agree to provide a technician on a call-out basis to provide the construction materials services as noted in the following sections. *To most effectively serve the client and facilitate the construction process, our services should be scheduled 24-hour in advance. We understand that the construction process incorporates a large degree of variability and as such, we will do our best to accommodate scheduling calls made on the same day as our services are needed but we cannot guarantee that we can satisfy service requests made on the same day as the services are needed to be performed.*

<u>In Place Density Testing</u>

Perform field nuclear density testing and observation services during material placement on utility backfill, structural backfill, paving subgrade or other miscellaneous soils placements. Our services will include:

- Sampling of materials being placed for laboratory testing.
- Standard Proctor, Atterberg Limits test and sieve analysis test for each material type

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7805 Mesquite Bend Drive, Suite 100, Irving, TX 75063 **p |** 972.868.5900 **f |** 972.409.0008

- Relative Density (min/max) determination of proposed aggregate backfill materials
- In-place field nuclear density testing anticipated at a rate of 1 test per 150 feet per lift of material, or as specified by the project plans and specifications.

Cast-In-Place Concrete and CLSM Testing

Perform testing during CLSM and concrete placement events including:

- Sample CLSM at frequencies shown in project specifications or as requested by the client; assumed frequency of 1 set of 6 (4"x8") cylinders per day and per 150 CY; additional samples can be cast if requested and approved by the client.
- Determination of ambient air and CLSM temperature, flow/spread
- Compressive strength tests will be performed on sample cylinders as follows: 4"x8" cylinders: two tested at 7 days, two tested at 28 days and two retained as "hold". The "hold" specimens will be utilized in the event that additional testing is required or if the 28-day design strength is not met.
- Additional compressive strength samples may be cast for early-age testing, if requested and approved by the District; however they have not been included in this proposal estimate
- Contractor is responsible for providing means of onsite secure, proper storage of CLSM samples
- Assume separate trips for retrieval of concrete cylinder samples on the day following concrete placement, unless Kleinfelder personnel are already scheduled to be onsite for other activities

Project Management, Dispatch and Administration

- Provide coordination and review of construction materials observation and testing services throughout duration of construction
- Attend project meetings, as requested/required by the District to facilitate project coordination and/or address any construction materials testing issues
- Provide review of daily field and laboratory testing reports and distribution to required project team members
- Provide daily coordination of requested field technician assignments

Assumptions

- Daily rate includes up to 13 hrs/day, including travel time to/from the site, up to 10 hrs onsite and required testing equipment; half-day charges may apply for days with 6 hours or less of service to the project (such as sample retrieval or cancellation on-site after arrival)
- Fee estimate assumes 350 days (out of approximate 24-month construction schedule) of FT technician service
- 1 additional support technician on a periodic basis; fee estimate assumes 20 days of support technician service
- Overtime hourly rate of $125/hr for field personnel will apply to services provided in excess of 13 hours in one day; however, OT quantities are NOT included in this estimate
- Welding inspections and/or NDT services are not included in this scope of work and fee estimate

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- Hours or rates for Subject Matter Experts or engineering consulting is NOT included in this estimate

Additional Services

Additional observation or testing services not identified above, such as reinforcing steel observations or structural steel welding inspections may become necessary over the course of any given project. Kleinfelder can provide other services not listed above if these services are desired, following our receipt of appropriate authorization.

Materials testing and observation services provided by Kleinfelder will be performed in accordance with generally accepted procedures practiced within the site area. No warranty, either express or implied, is made. It should be noted even with diligent monitoring, construction defects may occur. In all cases the contractor is solely responsible for the direction and quality of the work, adherence to plans and specifications, and repair of defects regardless of when they are found.

COMPENSATION

The invoicing for this project will use the attached Fee Schedule and the actual quantity of work performed. A budget of $885,500 is recommended for the proposed scope of work for this project. If project costs approach this amount, we will contact you to adjust the budget. We request that your construction representative provide us with a 24-hour notice for scheduling purposes.

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

This proposal is valid for a period of 45 days from the date of this proposal unless a longer period is specifically required by the RFP in which case that time frame will apply. This proposal was prepared specifically for the client and its designated representatives and may not be provided to others without Kleinfelder's express permission.

TERMS OF ENGAGEMENT

We understand that the District will issue authorization to Kleinfelder for the proposed scope of services included in this document. Acceptance of this proposal indicates review and understanding of the scope of services, budget, and terms.

We appreciate the opportunity to provide you with this proposal and look forward to working with you on this project. If you have any questions or wish to discuss, please contact us at 972.868.5900.

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Sincerely,

KLEINFELDER, INC.
Texas Registered Engineering Firm F-16438



Joel D. Peters, PE
Senior Project Manager



Richard J. Hammerberg, PE
Senior Program Manager

Attachments:
Fee Schedule

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CONSTRUCTION SERVICES
TRWD - CEDAR CREEK SECTION 4 PIPELINE AND PUMP STATION IMPROVEMENTS
TRINIDAD, TEXAS

Description	Quantity	Unit Price	Amount
Unit Price for "Base Scope" Items			
Field Professional, per day (for up to 13-hour day)	350	$ 1,600.00	$ 560,000.00
Field Professional, per day (for up to 13-hour day); support personnel	20	$ 1,600.00	$ 32,000.00
Field Professional, per day (for up to 6-hour day); sample pick up	50	$ 800.00	$ 40,000.00
Field Professional, OT hrs (in excess of 13-hour day), hourly		$ 125.00	$ -
Vehicle Charge (each)	420	$ 135.00	$ 56,700.00
Standard Proctor, ASTM D698 (each)	30	$ 275.00	$ 8,250.00
Flexible Base Proctor, TEX 113-E (each)	2	$ 275.00	$ 550.00
Atterberg Limits, Multipoint (each)	35	$ 105.00	$ 3,675.00
Sieve Analysis, % Finer than #200 (each)	35	$ 105.00	$ 3,675.00
Sieve Analysis, Coarse and Fine (each)	10	$ 165.00	$ 1,650.00
Min/Max Relative Density, (each)	3	$ 500.00	$ 1,500.00
Texas Wetball Mill (each)	2	$ 300.00	$ 600.00
Concrete Cylinders (each)	500	$ 25.00	$ 12,500.00
CLSM Compression (each)	1,200	$ 32.00	$ 38,400.00
Masonry Grout Compression (each)		$ 32.00	$ -
Masonry Mortar Compression (each)		$ 32.00	$ -
Mobilization/Demobilization of Connex Storage		$ 1,000.00	$ -
		Subtotal	**$ 759,500.00**
Offsite Project Support			
Offsite Project Support, weekly	60	$ 2,100.00	$ 126,000.00
		Subtotal	**$ 126,000.00**
Optional Services Contingency			
Optional Services Contingency			
		Subtotal	**$ -**
		TOTAL:	**$ 885,500.00**

Notes:
1. Scope of work includes 1 full-time technician; and 1 periodic technician
2. Daily Rate includes up to 13 hr/day and nuclear density testing equipment
3. Scope of work generally includes performing field nuclear density tests, sampling/testing of concrete, CLSM and associated laboratory testing
4. Offsite project support includes Project Management, Administrative time for field coordination, review of daily field and laboratory test reports, distribution of reports to project website.

Base Services	**$885,500.00**
Optional Services	**$0.00**
TOTAL:	**$885,500.00**

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TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 9

DATE: November 17, 2026

SUBJECT: **Consider Approval of Contract with TAS Environmental Services for Cleaning Above Ground Storage Tanks at Cedar Creek Booster Station**

FUNDING: Fiscal Year 2027 Revenue Fund Budget - $400,000

RECOMMENDATION:

Management recommends approval of a contract **in an amount not-to-exceed $315,383.14** with TAS Environmental Services for the removal and disposal of accumulated silt and sediment from two (2) 4-million-gallon above ground storage tanks at the Cedar Creek Booster Station (CC3) facility in Waxahachie, Texas.

DISCUSSION:

This project provides for the removal and disposal of accumulated silt and sediment from the two CC3 above ground water storage tanks. Over time, silt and sediment settle to the bottom of the tanks, reducing the effective water storage volume and limiting the amount of water available for operational use. Removal of these materials will restore storage capacity, improve operational efficiency, and support continued reliability of the District's water delivery system.

In addition to silt removal, TAS Environmental Services will perform a complete washdown of the interior tank surfaces. Upon completion of the cleaning activities, District personnel will inspect the tank interiors to evaluate the condition of the steel surfaces and identify any areas requiring maintenance or repair.

Request for Proposals were solicited and seven (7) proposals were received. The evaluation team determined that TAS Environmental Services is the most qualified vendor and offers the best value to the District.

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

Submitted By:

Darrell Beason
Chief Operations Officer

Final Evaluation Sheet

26-166 Waxahachie Pump Station Tank Cleaning

Technical Quality Criteria	Total Points Available	BCAC Underground, LLC	Clean Harbors Environmental Services, Inc.	Corrosion Control Resources, Inc.	G.L. Morris Enterprises, Inc.	K-3 Resources L.P.	Synagro of Texas-CDR, Inc.	TAS Environmental Services, LP
Price	40.00	2.03	9.74	40.00	16.10	16.62	14.34	22.65
	Price	$3,517,500.00	$733,009.17	$178,554.43	$443,501.90	$429,760.88	$498,059.00	$315,383.14
Experience Completing Similar Projects	30.00	5.00	15.00	10.00	25.00	25.00	25.00	30.00
References	30.00	5.00	15.00	15.00	25.00	25.00	25.00	30.00
Total	**100.00**	**12.03**	**39.74**	**65.00**	**66.10**	**66.62**	**64.34**	**82.65**

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 10

DATE: November 17, 2026

SUBJECT: **Consider Approval of Agreement with Jeff Eubanks Roofing, Inc. for Drainage Improvements to and Replacement of the Glazer Building Roof**

FUNDING: Fiscal Year 2027 General Fund Budget - $277,962
Insurance Claim Funds received Fiscal Year 2027- $236,638.69

RECOMMENDATION:

Management recommends approval of an agreement **in an amount not-to-exceed $514,600** with Jeff Eubanks Roofing, Inc. using the Interlocal Purchasing System Cooperative Contract No. 24060401 for roofing services for drainage improvements to and replacement of the Glazer Building roof.

DISCUSSION:

Since the District acquired the Glazer building in 2008, on at least three occasions, the District has attempted to patch the Glazer Building roof ("roof") however it has continued to leak due to an insufficient grade that does not shed water and allows for ponding. The District had previously budgeted for the full replacement of the roof due to its age, deteriorating condition and the insufficient grade of the roof described above. Subsequently, the roof was further damaged in a hailstorm event on April 25, 2026. After working with the District's insurance company on the claim due to the hail damage, the insurance company argued that the roof could be patched once again instead of replaced and agreed to pay $236,638.69. The District received the insurance money from the hail storm in October of this year. The District, knowing that patching the roof will not be a permanent solution, and having previously budgeted for replacement, plans to move forward with the full replacement of the roof.

The roof replacement will include alterations to adjust the pitch of the roof to allow water to drain more effectively and to prevent future leaks as discussed above. Jeff Eubanks Roofing, Inc. ("Contractor") is a local roofing contractor that has a current cooperative contract under The Interlocal Purchasing System (TIPS), contract number 24060401 ("Co-op Agreement"). The District will utilize the Co-op Agreement to complete all work as discussed above for a total amount of $514,600.

The work is expected to commence prior to the end of 2026 and should be completed in early 2027.

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

Submitted By:

Steve Christian
Real Property Director

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 11

DATE: November 17, 2026

SUBJECT: **Consider Approval of Contract with Walsh Construction Company II, LLC dba Archer Western for Construction of Panther Island Phase I Canals C and D**

FUNDING: Fiscal Year 2027 Governmental Contingency Fund/Special Projects - $45,580,500

RECOMMENDATION:

Management recommends approval of a contract **in the amount of $42,348,028** with Walsh Construction Company II, LLC dba Archer Western for construction of Panther Island Phase I Canals C and D including an Owner's Contingency of $5,717,382, to address specific project elements that are being redesigned to take advantage of value-engineering opportunities and unforeseen conditions.

DISCUSSION:

Competitive sealed proposals were received from nine (9) offerors on October 1, 2026, for construction of the Phase I Canal project, which includes segments of Canal C, Canal D, a park, and related infrastructure.

The District evaluated and scored the proposals. The selection team determined that Walsh Construction Company II dba Archer Western ("Walsh"), a national company with a regional office in Irving, Texas, submitted the best value proposal for TRWD. The proposal is consistent with the design team's opinion of probable cost and the second shortest schedule for substantial completion. Walsh has already identified potential value engineering opportunities that will be further explored and negotiated; cost savings would accrue to the benefit of TRWD.

The Walsh team's approach provides the best value by mitigating risk in the following areas:

- The schedule aligns with street and utility construction by the City of Fort Worth and private development;
- Potential change orders resulting from unforeseen site conditions; and
- Site/access coordination with other concurrent City infrastructure and private development.

Design alternatives are being developed for the sewer line, make-up water line, and bridge walls/drilled shafts to reduce cost and conform to City specifications for portions

the City will be reimbursing. The equivalent value has been moved to Owner-Controlled Contingency to allow completion of this assessment and award of the project elements through change orders.

In addition, management has tentatively reached agreement with the City of Fort Worth for reimbursement of up to $2 million for construction of City infrastructure as part of this project. These elements include a sewer line relocation at the northern outfall of the Canal D swale, bridge shafts, and shared retaining walls that support the bridges and canal. The final designs and costs are being finalized and the agreement will be memorialized with the City and the District through a future Interlocal Agreement.

This project is critical to providing stormwater control and advancing land development on Panther Island, the incremental tax proceeds of which fund the local share of the Central City Flood Control Project. The site was selected due to its proximity to imminent private development, TRWD-owned property that can be developed, and the opportunity for park amenities that will facilitate activation.

The Offeror Selection Worksheet is attached.

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

Submitted By:

Susan Alanis
Panther Island Program Director

CSP 26-147 Construction of Panther Island Canals C&D - Offeror Selection Worksheet											
Item	**Criteria**	**Points**	**Harper Brothers Construction LLC**	**McCarthy Building Companies, Inc.**	**Muckleroy & Falls**	**Phillips Heavy, Inc.**	**Ragle, Inc.**	**SEDALCO, INC.**	**Thalle Construction Co., Inc.**	**The Fain Group**	**Walsh Construction Company II, LLC dba Archer Western**
A	Proposed Contract Price and Contract Time										
	Proposed Contract Price (Base + Alt + EW Items)		$32,498,551	$38,670,219	$41,896,048	$40,544,329	$48,483,180	$37,426,334	$49,994,957	$43,123,233	$42,348,028
	Point Value for Price	40	40.0	33.6	31.0	32.1	26.8	34.7	26.0	30.1	30.7
	Proposed Substantial Completion Contract Days		475	514	575	540	533	576	547	670	480
	Point Value for Days		40.0	37.0	33.0	35.2	35.6	33.0	34.7	28.4	39.6
B	Contractor's Approach to the Project	20	12.0	15.0	15.3	11.0	15.0	15.3	14.3	14.7	15.0
C	Experience / past performance of Offeror	20	11.3	15.0	11.7	6.7	10.7	14.7	10.0	13.3	19.3
D	Experience and qualifications of proposed key personnel	20	9.3	14.7	11.0	6.7	12.0	15.0	12.7	12.0	18.7
Total Points			**72.7**	**80.0**	**70.0**	**58.0**	**68.9**	**78.9**	**67.4**	**69.3**	**88.1**

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 12

DATE: November 17, 2026

SUBJECT: **Consider Approval of Acceptance of Funding Under Bandalong Litter Trap Partnership and Grant Agreement Between Streams and Valleys, Inc., Cox Enterprises, Inc., and TRWD**

FUNDING: N/A

RECOMMENDATION:

Management recommends approval of accepting funds under a partnership and grant agreement between Streams and Valleys, Inc. ("Streams and Valleys"), Cox Enterprises, Inc. ("Cox"), and TRWD.

DISCUSSION:

This item seeks approval for TRWD to accept funds under a partnership and grant agreement between Cox (through the Cox Conserves program), TRWD, and Streams & Valleys to support the installation, operation, and maintenance of the Bandalong Litter Trap, a trash collection device, at Purcey Creek. The project is intended to reduce litter and debris entering local waterways, improve water quality, and protect the Trinity River corridor.

Under the agreement, Cox will provide a $100,000 grant to Streams & Valleys, which will serve as the grant recipient and funding administrator for the project. TRWD and Streams & Valleys will collaborate on installation, maintenance, debris removal, reporting, and public outreach associated with the trash trap over a five-year term. Although Streams & Valleys will serve as the grant recipient and funding administrator, it will distribute $95,000 of the $100,000 grant from Cox under the agreement to TRWD for project-related expenses incurred in connection with the litter trap.

This item was reviewed by the Recreation Committee on November 10, 2026.

Submitted By:

Darrell Beason
Chief Operations Officer

PARTNERSHIP AND GRANT AGREEMENT

This Agreement is entered into as of the date last signed below by the parties (the “Effective Date”), by and between **Cox Enterprises, Inc.**, through its Cox Conserves program (“Company”), **the Tarrant Regional Water District**, a Texas water control and improvement district (“TRWD”), and **Streams & Valleys, Inc.**, a Texas nonprofit corporation (“S&V”). TRWD and S&V may be referred to herein as “Partners,” and each party to this agreement may be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Company desires to fund the installation of a debris/trash collection device (a "Trash Trap") at **Purcey Creek** (the “Site") to reduce litter and debris entering local waterways as part of Company's environmental sustainability initiatives;

WHEREAS, TRWD operates and maintains the federal floodway and related flood-control improvements along the Trinity River near downtown Fort Worth and has an interest in supporting efforts that enhance water quality, reduce floating debris, and protect the river corridor from the accumulation of trash and other pollutants;

WHEREAS, S&V is a 501(c)(3) nonprofit organization serving the greater Fort Worth community to protect, enhance, and celebrate the Trinity River and Trails, ensuring they remain a vital resource for recreation, beauty, and connection for generations to come;

WHEREAS, Partners have the local expertise, staffing, and community relationships necessary to install, operate, and maintain the Trash Trap over the long term; and

WHEREAS, the Parties desire to set forth their respective roles, responsibilities, and the terms under which Company may report and attribute environmental outcomes associated with the Trash Trap;

NOW, THEREFORE, the Parties agree as follows:

1. Installation. The Partners in collaboration with Storm Water Systems shall install the Trash Trap at the Site in accordance with applicable permits and regulatory approvals.

2. Partner Responsibilities — Operations and Maintenance. Throughout the Term (as defined below), Partners shall, at their own cost except as otherwise agreed in writing:

a. Maintain the Trash Trap in good working order, including routine inspection, cleaning, and repair;

b. Procure and replace parts, components, and consumables as needed to keep the Trash Trap fully operational;

c. Remove accumulated debris and trash from the Trash Trap on a regular basis sufficient to maintain its collection capacity and prevent overflow;

d. Properly dispose of or recycle collected debris in accordance with applicable law;

e. Maintain any necessary permits, licenses, or approvals required for continued operation of the Trash Trap at the Site.

f. Install and maintain signage at the Site recognizing Cox Enterprises, Inc. and/or Cox Conserves for its support of and participation in the Trash Trap project, subject to Cox's prior approval of the signage content and design;

g. The Partners shall not be required to replace the Trash Trap if it is destroyed or rendered inoperable by a force majeure event, including flood, storm, act of God, or other event beyond the Partners' reasonable control; provided that the Partners shall promptly notify Company, and the Parties shall negotiate in good faith regarding repair or replacement.

3. Reporting.

a. **Quarterly Debris Reports.** Partners shall provide Company with a written report each calendar quarter during the Term, documenting the total pounds of trash and debris removed from the waterway via the Trash Trap during that quarter, including collection dates and, where available, general characterization of debris types (e.g., plastics, organics, other). In lieu of written quarterly reports, Partners may satisfy this reporting obligation by providing Company with continuous access to a real-time debris-monitoring platform (e.g., the Rubbish App), provided that Partners furnish a written summary upon Company's request.

b. **Stream Health Assessment.** Partners shall provide Company with a general qualitative or semi-quantitative assessment of stream health at or near the Site on an annual basis, covering observable conditions such as water clarity, visible pollution, and general ecological indicators.

c. **Recordkeeping.** Partners shall maintain supporting records (e.g., weight tickets, collection logs, photographs) sufficient to substantiate the figures reported to Company, and shall make such records available to Company upon reasonable request. Partners may satisfy this recordkeeping obligation through a real-time debris-monitoring platform (e.g., the Rubbish App).

4. Attribution of Environmental Outcomes. The Parties agree that, for the duration of the Term, Company shall be entitled to claim and report one-third (33⅓%) of the pounds of trash and debris removed from the waterway via the Trash Trap as an environmental outcome attributable to Company, for use in Company's sustainability reporting, ESG disclosures, and public communications. Each of TRWD and S&V may likewise claim and report one-third (33⅓%) of such pounds. No Party shall claim more than its one-third share, and no Party shall represent to third parties that debris removed via this Trash Trap is attributable, in whole or in part, to any non-Party funder or sponsor during the Term, absent the other Parties' prior written consent. Partners may use data regarding trash and debris removed by the Trash Trap for regulatory compliance, permit compliance, environmental reporting, grant reporting, operational reporting, public education, public outreach, watershed management, water quality initiatives, floodway management activities, and other governmental or public-purpose

functions, including reporting debris-removal volumes attributable to the federal floodway, the Trinity River corridor, or related public infrastructure. For clarity, such permitted uses shall not include attributing the debris removal to any non-Party funder or sponsor or claiming credit for the environmental outcomes in a manner that conflicts with Company's attribution rights under this Section 4.

5. Term. This Agreement shall commence on the Effective Date and continue for a period of five (5) years (the "Term"), unless earlier terminated as provided herein, with an option to renew thereafter only upon mutual written agreement of Company and Partners.

6. Funding. This is a one-time grant of $100,000 from Company to S&V, payable upon signing of this agreement. Of the grant funds received by S&V, S&V shall distribute a portion to TRWD to reimburse or fund TRWD's eligible costs and expenses incurred in connection with the Project. Any additional funding shall require a written amendment executed by all Parties and shall be contingent upon Partners' compliance with their reporting obligations under Section 3.

7. Non-Performance and Cure. If Partners fail to meet their maintenance or reporting obligations under Sections 2 or 3 for a period exceeding 30 days after written notice from Company, Company may, at its option: (a) suspend funding under Section 6 until the deficiency is cured; (b) require S&V to promptly address and remedy the deficient maintenance obligations at Partners' expense; or (c) terminate this Agreement pursuant to Section 9.

8. Reservation of Immunities. Nothing in this Agreement, and no act or omission of TRWD, shall be deemed or construed as a waiver of governmental immunity, sovereign immunity, immunity from suit, immunity from liability, official immunity, or any other rights, defenses, privileges, or protections available to TRWD, its officers, directors, employees, or agents under applicable law. Any waiver of immunity must be enacted by the Texas Legislature in clear and unambiguous language, and no provision of this Agreement is intended to constitute or effect such a waiver.

9. Termination.

a. Any Party may terminate this Agreement for material breach upon 30 days' written notice if the breaching Party fails to cure within such period.

b. Any Party may terminate for convenience upon 90 days' written notice, provided that any attribution rights under Section 4 apply only to Company's share of debris actually removed prior to termination.

c. Upon termination, the Parties shall cooperate in good faith regarding the disposition of the Trash Trap (removal, transfer, or continued operation by Partners independent of this Agreement).

d. Upon termination by Company for any reason other than Company's breach, Partners shall return or refund to Company such portion of the funding provided under Section 6 that has not been expended toward the purposes of this Agreement

as of the termination date. Such refund shall be paid within thirty (30) days of the effective date of termination.

10. Limitation of Liability. NO PARTY HEREUNDER SHALL BE LIABLE TO THE OTHER(S) FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF BUSINESS, OR LOSS OF GOODWILL, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE. THE MAXIMUM AGGREGATE LIABILITY OF THE COMPANY ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL CHARITABLE CONTRIBUTIONS MADE BY THE COMPANY UNDER THIS AGREEMENT.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict-of-laws principles. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Tarrant County, Texas, and each Party hereby consents to personal jurisdiction and venue in such courts.

12. Indemnification. Each Party ("Indemnifying Party") shall defend, indemnify, and hold harmless the other Parties, their affiliates, and each of their respective directors, officers, and employees ("Indemnified Parties") from and against any and all third-party claims, causes of action, costs, expenses, and fees (including reasonable attorneys' fees), losses, damages, judgments, or liabilities arising from or related to: (i) the Indemnifying Party's breach of this Agreement; (ii) the negligence or willful misconduct of the Indemnifying Party or its employees, agents, or contractors; (iii) personal injury (including death) or property damage caused by the Indemnifying Party or its personnel; or (iv) the Indemnifying Party's violation of any applicable laws. The Indemnified Party shall promptly notify the Indemnifying Party of any claim and shall cooperate in the defense thereof. Nothing in this section shall be construed to require TRWD to provide indemnification except to the extent authorized by applicable law.

13. Trademarks and Publicity. Neither Party shall issue any press release or other public statement regarding this Agreement without the prior written consent of the other Party. Neither Party shall use any trademark, service mark, name, logo, or other intellectual property of the other Party or its affiliates ("Marks") in connection with this Agreement or otherwise, unless it has received the express prior written consent of the other Party. Upon termination of this Agreement, each Party shall immediately cease all use of the other Party's Marks.

14. Confidentiality. Each Party will keep strictly confidential and protect the nonpublic, confidential, or proprietary information it receives from the other Party related to this Agreement, using the same degree of care used to protect its own confidential information. Neither Party will disclose such information to any third party without the other's prior written consent, unless legally compelled to do so. Company acknowledges that TRWD is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code (the "Act"), and that

disclosure required by the Act shall not breach this Section. TRWD shall use reasonable efforts to notify Company of any request under the Act for Company's information so that Company may seek to protect such information under the Act's procedures. Upon termination or expiration of this Agreement, each Party will, upon request, return or destroy any originals or copies of the other Party's confidential information. This Section shall survive termination or expiration of this Agreement.

15. Representations and Warranties. Each Party represents and warrants that: (i) it is a legal entity duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization; (ii) it has all requisite power and authority to execute, deliver, and perform its obligations under this Agreement; (iii) its execution and performance of this Agreement does not conflict with any other agreement to which it is a party; and (iv) it shall perform its obligations under this Agreement in compliance with all applicable laws, regulations, and ordinances. S&V further represents and warrants that it is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code. TRWD further represents and warrants that any funds committed under this agreement must be made from available revenues subject to any necessary board approvals.

16. Compliance with Laws. Partners shall comply at all times with all applicable federal, state, and local laws, ordinances, regulations, rules, codes, and orders applicable to the performance of their obligations under this Agreement.

17. Notices. Any notice required or permitted under this Agreement must be in writing and delivered by email with return receipt, or by private courier with tracking, to the addresses set forth below or such other address as a Party may designate by written notice: If to Company: Cox Enterprises, Inc., 6205-A Peachtree Dunwoody Road, Atlanta, GA 30328, Attn: VP Legal—Commercial Operations. If to S&V: Streams & Valleys, Inc., 2918 Wingate Street, Fort Worth, TX 76107, Attn: Executive Director. If to TRWD: Tarrant Regional Water District, 800 E. Northside Dr., Fort Worth, TX 76102, Attn: Chief Operating Officer. Notices shall be deemed effective upon actual receipt.

18. General Provisions. This Agreement: (a) can only be amended by a writing signed by all Parties; (b) cannot be assigned by any Party without the prior written consent of the other Parties; (c) may be executed in counterparts, all of which together constitute one agreement; (d) may be signed electronically with the same force and effect as a handwritten signature; and (e) constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements and understandings related thereto. If any provision is held unenforceable, such provision shall be reformed to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

[signature page to follow; remainder intentionally blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

COMPANY: Cox Enterprises, Inc.
By: _____
Name: _____
Title: _____
Date: _____

TRWD: Tarrant Regional Water District
By: _____
Name: _____
Title: _____
Date: _____

S&V: Streams & Valleys, Inc.
By: _____
Name: _____
Title: _____
Date: _____

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 13

DATE: November 17, 2026

SUBJECT: **Consider Approval of Contract Amendment with Belmont Icehouse for Creative Services Support**

FUNDING: Fiscal Year 2027 General Fund Budget - $170,000

RECOMMENDATION:

Management recommends approval of a contract amendment **in the amount of $85,000** with Belmont Icehouse for Creative Design Services for Fiscal Year 2027, with authority for two (2) additional one-year renewal options. The current Belmont Icehouse contract amount is $142,000.04 and the revised not-to-exceed contract amount, including this proposed amendment, will be $397,000.04.

DISCUSSION:

The Communications and Community Outreach department serves as the District's in-house marketing and communications agency. Demand for creative services across the District has grown significantly. Contracted design support lets the internal team focus on priority initiatives while still delivering consistent, on-brand work for the rest of the District's projects.

In March 2025, Requests for Proposals were solicited, and seventeen (17) proposals were received. The evaluation team determined that Belmont Icehouse submitted the proposal providing the best value to the District. The initial contract ran from May 2025 through September 30, 2025, in the amount of $60,000. It was amended for Fiscal Year 2026 in the amount of $82,000.04.

Belmont Icehouse has provided satisfactory services and has completed more than 40 jobs for the District, including print collateral, graphics, digital content, campaigns, translations, and proofreading.

This item was reviewed by the Administration and Policy Committee on November 9, 2026.

Submitted By:

Natasha Hill
Director of Communications and Community Outreach

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 15

DATE: November 17, 2025

SUBJECT: **Executive Session**

FUNDING: N/A

RECOMMENDATION:

Section 551.071 of the Texas Government Code, for Private Consultation with its Attorney about Pending or Contemplated Litigation or on a Matter in which the Duty of the Attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Conflicts with Chapter 551; and

Section 551.072 of the Texas Government Code, to Deliberate the Purchase, Exchange, Lease or Value of Real Property, Including Real Property Related to the Marty Leonard Wetlands Reuse Project, the Cedar Creek Pipeline Rehab Project, and TRWD Office Space; and

Section 551.074 of the Texas Government Code, Regarding Personnel Matters Related to the Annual General Manager Compensation Package

DISCUSSION:

- Pending litigation
- Real property issues
- Personnel matters

Submitted By:

Stephen Tatum
General Counsel

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 16

DATE: November 17, 2026

SUBJECT: **Consider Approval of Authorization to Acquire Real Property Interests by Purchase for the Cedar Creek Pipeline Rehab Project**

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 17

DATE: November 17, 2026

SUBJECT: **Consider Approval to Enter into a Lease Agreement, as Tenant, with City Center Development Co., L.P.; SRB City Investments, L.P.; T-L City Investments, L.P. and DDR/DTC City Investments, L.P. for Approximately 4,378 Square Feet of Leased Space at 201 Main Street, Suite 1150, Fort Worth, Texas 76102 for a Five-Year Term**

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 18

DATE: November 17, 2026

SUBJECT: **Discuss and Consider Approval of General Manager Compensation Package for Remainder of 2026 and 2027**

FUNDING: Fiscal Year 2027 General Fund Budget

RECOMMENDATION:

The Board of Directors may recommend and take action to change the General Manager's compensation for the remainder of 2026 and 2027.

DISCUSSION:

Dan Buhman was hired as the General Manager of Tarrant Regional Water District effective July 1, 2021. On November 18, 2025, the Board of Directors completed his annual performance evaluation for 2025 and changed his compensation package.

In September 2026, the Board of Directors engaged Thompson & Horton, LLP to conduct the fifth annual performance evaluation of Dan Buhman. The performance evaluation is complete.

The Board of Directors will consider and potentially recommend and approve changes to Dan Buhman's compensation package for the remainder of 2026 and 2027, to be effective on his last November 2026 paycheck.

Submitted By:

Kathryn Long, Partner
Thompson & Horton, LLP

Next Scheduled Board Meeting

December 15, 2026 at 9:00 AM