

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

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

**To Be Held the 19<sup>th</sup> Day of November 2024 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 15, 2024**
- 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 BAR Constructors, Inc. for Integrated Pipeline Lake Palestine Pump Station Intake and Wetwell Project**

- **Consider Approval of Purchase from Northwest Pipe Company for Replacement and Inventory Pipe Segments for the Richland-Chambers and Cedar Creek Pipelines**
  - **Consider Approval for Extension of Professional Services Agreement with Willis Towers Watson Insurance Services West, Inc. for Rolling Owner Controlled Insurance Program Broker Administrator Services Contract**
  - **Consider Approval of Contract with Thompson Safety for First-Aid and Emergency Safety Equipment Inspection and Replacement**
  - **Consider Approval of Contract to Provide Stop Loss Coverage for Health Insurance**
5. **Consider Approval of Change Order with Traylor Sundt Joint Venture for an Increase in Allowance Item A-7 Base Project Interventions of the Integrated Pipeline Project - Ed Weaver, IPL Program Manager**
  6. **Consider Approval of Contract Amendment with Freese and Nichols, Inc. for Aquifer Storage and Recovery Demonstration Well - Surface Facilities - Zachary Huff, Water Resources Engineering Director**
  7. **Consider Approval of Change Order with Hydro Resources Mid-Continent, Inc. for Aquifer Storage and Recovery Well Demonstration Study - Well Drilling Project - Zachary Huff, Water Resources Engineering Director**
  8. **Consider Approval of Contract with Kelm Engineering for Vibration Analysis Support Services - Jason Gehrig, Infrastructure Engineering Director**
  9. **Consider Approval of Change Order with BAR Constructors, Inc. for the Kennedale Balancing Reservoir Yard Piping, Inlet and Outlet Modification Project - Jason Gehrig, Infrastructure Engineering Director**
  10. **Consider Approval of Amendments to Downtown Tax Increment Financing (TIF 3) and Lancaster Tax Financing (TIF 8) - Linda Christie, Government Affairs Director**
  11. **Consider Board Appointments for Tax Increment Financing Districts - Linda Christie, Government Affairs Director**
  12. **Presentations**
    - **Water Resources and Planning - Rachel Ickert, Chief Water Resources Officer**
    - **Creation of Public Improvement District for Panther Island - Kate Beck, Central City Flood Control Program Director**
    - **TRWD Centennial Proclamations - Dan Buhman, General Manager**
    - **Communications and Community Outreach Department Award - Mick Maguire, Chief Administrative Officer**

**13. Executive Session under Texas Government Code:**

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

**Section 551.072 of the Texas Government Code, to Deliberate the Purchase, Exchange, Lease or Value of Real Property related to Cedar Creek Wetlands; and**

**Section 551.074 of the Texas Government Code, Regarding Personnel Matters Related to the Annual General Manager Performance Review**

**14. Discuss and Consider Approval of General Manager Compensation Package for the Remainder of 2024 and 2025 - Kathryn Long, Partner, Thompson & Horton, LLC, and Stephen Tatum, General Counsel**

**15. Consider Approval of Authorization to Acquire Real Property by Purchase for the Cedar Creek Wetland Project - Steve Christian, Real Property Director**

**Fee simple title to the surface estate only, including any improvements located thereon, of approximately an 0.2723-acre tract of land located in the John Baker Survey, Abstract No. 17, Kaufman County, Texas**

**16. Future Agenda Items**

**17. Schedule Next Board Meeting**

**18. Adjourn**

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF  
TARRANT REGIONAL WATER DISTRICT  
HELD ON THE 15<sup>th</sup> DAY OF OCTOBER 2024 AT 9:00 A.M.

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

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

Absent  
Leah King

Also present were Dan Buhman, Alan Thomas, Darrell Beason, Kate Beck, Lisa Cabrera, Linda Christie, Dustan Compton, Ellie Garcia, Jason Gehrig, Zach Hatton, Rachel Ickert, Courtney Kelly, Laramie LaRue, Mick Maguire, Sandy Newby, Doug Powell, Carol Tackel, and Stephen Tatum of the Tarrant Regional Water District (District or TRWD).

1.

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

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 12, 2024, and September 17, 2024. Director Motheral seconded the motion, and the votes were 4 in favor, 0 against. It was accordingly ordered that these minutes



be placed in the permanent files of the District.

4.

The Board heard a presentation regarding Panther Island Form-Based Code from Dana Burghdoff, Assistant City Manager of City of Fort Worth.

5.

#### Presentations

- TRWD General Ordinance presented by Stephen Tatum, General Counsel
- Litter Program presented by Darrell Beason, Chief Operations Officer
- Trail Lighting presented by Darrell Beason, Chief Operations Officer

The Board of Directors recessed for a break from 9:47 a.m. to 9:52 a.m.

6.

The Board next held an Executive Session commencing at 9:52 a.m. under Section 551.071 of the Texas Government Code to Consult with Legal Counsel on a Matter in Which the Duty of Counsel Under the Texas Disciplinary Rules of Professional Conduct Clearly Conflicts with Chapter 551, Texas Government Code; and Section 551.072 of the Texas Government Code to Deliberate the Purchase, Exchange, Lease or Value of Real Property on Panther Island; and Section 551.074 of the Texas Government Code, Regarding Personnel Matters Related to the Annual General Manager Performance Review.

Upon completion of the executive session at 11:19 a.m., the Vice President reopened the meeting.

11.

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

contract change order in the amount of \$634,351 with Huitt-Zollars, Inc. for additional professional services required to complete final design and construction documents for the TRWD Fort Worth Operations Compound. Funding for this item is included in Bond Fund. Director Motheral seconded the motion, and the votes were 4 in favor, 0 against.

7.

With the recommendation of management, Director Kelleher moved to approve a Memorandum of Understanding Agreement between the District and the North Texas Municipal Water District (NTMWD) for shared water conservation strategic services. The agreement has a five (5) year term limit for a total not-to-exceed cost of \$400,000 for the District. The District and NTMWD will each provide a contribution of up to \$150,000 in fiscal year 2025. The agreement provides for additional funding up to \$100,000 each in fiscal year 2026 and up to \$50,000 each in fiscal years 2027 through 2029. Funding for this item is included in the Fiscal Year 2025 Revenue Fund Budget. Director Motheral seconded the motion, and the votes were 4 in favor, 0 against.

8.

With the recommendation of management, Director Motheral moved to approve a contract in an amount not-to-exceed \$615,740 with Accurate Inspections, LLC for pipe manufacturing inspection and testing services for Cedar Creek Section 2 Pipeline Replacement Phase 1A and 1B projects. Funding for this item is included in the Bond Fund. Director Kelleher seconded the motion, and the votes were 4 in favor, 0 against.

9.

With the recommendation of management, Director Motheral moved to approve a contract in the amount of \$950,000 with FCS Construction to remove, haul and spread

80,000 cubic yards of silt from Sedimentation Pond #3 at the George W. Shannon Wetlands to the District's Trinity River Pump Station compound. Funding for this item is included in the Fiscal Year 2025 Revenue Fund Budget. Director Team seconded the motion, and the votes were 3 in favor, 0 against. Director Kelleher abstained from the vote.

10.

With the recommendation of management, Director Team moved to approve a contract in an amount not-to-exceed \$328,000 with Lloyd D. Nabors Demolition for demolition of LaGrave Field. Funding for this item is included in the Fiscal Year 2025 General Fund Budget. Director Kelleher seconded the motion, and the votes were 4 in favor, 0 against.

12.

With the recommendation of management, Director Team moved to approve a resolution authorizing the issuance, sale, and delivery of the Tarrant Regional Water District, a Water Control and Improvement District, Water Revenue ECP Series A 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 4 in favor, 0 against.

13.

With the recommendation of management, 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, 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 Kelleher seconded the motion, and the votes were 4 in favor, 0 against.

14.

With the recommendation of management, Director Motheral moved to approve a contract in an annual amount of \$40,000 with Martindale Consultants, Inc. to provide oil and gas audit services for fiscal years 2025 - 2027 with the option for two (2) one-year extensions for a total potential amount of \$200,000. Funding for this item is included in the Fiscal Year 2025 General Fund Budget. Director Kelleher seconded the motion, and the votes were 4 in favor, 0 against.

15.

There were no future agenda items approved.

16.

The next board meeting was scheduled for November 19, 2024.

17.

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

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President

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Secretary

## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 4

**DATE:** November 19, 2024

**SUBJECT:** Consider Approval of Consent Agenda

**RECOMMENDATION:**

Management recommends approval of the Consent Agenda.

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**Item:** Consider Approval of Change in Calculation of Retainage for Integrated Pipeline Lake Palestine Pump Station Intake and Wetwell Project

**Vendor:** BAR Constructors, Inc.

**Amount:** Change in the calculation of the retainage being held to 5 percent (5%) of the contract price; the total current contract price is \$54,022,596.53 with retainage to be held at 5 percent of the contract price in the amount of \$2,701,129.83 / Dallas Bond Fund

**Reviewed by:** Construction and Operations Committee

BAR Constructors reached the 50 percent (50%) complete stage of the contract in October. 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.

BAR Constructors performance has been satisfactory to date and has provided written consent of its Surety to the reduction in retainage. Management also requests the Board of Directors grant authority to the General Manager or his designee to execute all documents associated with the contract described herein

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**Item:** Consider Approval of Purchase for Replacement and Inventory Pipe Segments for the Richland-Chambers and Cedar Creek Pipelines

**Vendor:** Northwest Pipe Company

**Amount:** \$624,950 / Fiscal Year 2025 Revenue Fund Budget

**Reviewed by:** Construction and Operations Committee

A total of 21 segments are included in this purchase. Three segments of 90" will be placed in inventory for unplanned repairs. The remaining 18 segments will replace damaged

segments on the 72" Cedar Creek Pipeline during fiscal year 2026. The targeted segments have been identified through the District's Pipeline Integrity Program. The lead time for pipe delivery necessitates budgeting and purchasing in fiscal year 2025. The damaged segments are located between the Kennedale Balancing Reservoir and the Waxahachie pump station.

The request for proposal was solicited as per statute. Two proposals were received for these individual segments. Northwest Pipe Company submitted the best proposal based on price, other installation costs, additional materials, and schedule impacts.

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**Item:** Consider Approval for Extension of Professional Services Agreement for Rolling Owner Controlled Insurance Program Broker Administrator Services Contract

**Vendor:** Willis Towers Watson Insurance Services West, Inc.

**Amount:** \$415,620 / Dallas Bond Fund

**Reviewed by:** Construction and Operations Committee

Rolling Owner Controlled Insurance Program (ROCIP) Broker Administrator services are contracted to Willis Towers Watson Insurance Services West, Inc. through January 21, 2025, with bound insurance coverage through the ROCIP with insurance carriers through July 21, 2027. To address the potential gap in the ROCIP administration, management requests approval to extend the broker services for 36 months. This allows the administration of the ROCIP to extend beyond the contract and complete the closeout process for this program, which is anticipated to occur no later than January 21, 2028.

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**Item:** Consider Approval of Contract for First-Aid and Emergency Safety Equipment Inspection and Replacement

**Vendor:** Thompson Safety

**Amount:** annual amount not-to-exceed \$96,000 / Fiscal Year 2025 General Fund; Fiscal Year 2025 Revenue Fund

**Reviewed by:** Construction and Operations Committee

Currently, multiple vendors manage first-aid cabinets, AEDs, fire extinguishers, sharp containers, and eyewash stations across the District. Management recommends centralizing these services under one vendor to improve tracking and maintenance practices. These services provide for critical safety services needed to protect District staff and assets across the system. This contract term is for one (1) year in the amount of \$96,000 with an option to renew annually for a period of four (4) years after the initial agreement.

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**Item:** Consider Approval of Contract to Provide Stop Loss Coverage for Health Insurance

**Vendor:** Berkshire Hathaway

**Amount:** Estimated to be \$1,510,522 / Fiscal Year 2025 General Fund; Fiscal Year 2025 Revenue Fund

**Reviewed by:** Administration and Policy Committee

The District's health insurance coverage is partially self-funded. This means the District pays the actual claims cost, per member, up to \$110,000 per member. The District utilizes fully-insured stop loss coverage for claims greater than \$110,000 per member. This provides a balance that allows the District to reap the benefits of a healthy workforce while limiting exposure in the event of a catastrophic claims year.

To ensure competitive rates for the 2025 plan year, the District solicited bids for stop loss insurance through HUB International via a Request for Proposal process. Ten (10) bids were received. Management recommends contracting with Berkshire Hathaway at the following rates (per employee / per month), which provide the best value to the District:

Employee	\$175.28
Employee + Family	\$452.35

The annual cost to the District fluctuates as the number of employees fluctuates throughout the year. The current estimated annual cost to the District for stop loss coverage and administration is \$1,510,522.



# Memo

**TO:** Ed Weaver

**FROM:** Shelbi Johnson

**COPY:** Coy Veach, Shelly Hattan

**DATE:** October 15, 2024

**SUBJECT:** Consider Approval of a Change in Calculation of Retainage to BAR Constructors, Inc. for IPL Lake Palestine Pump Station Intake and Wetwell Package 1 Project.

BAR Constructors, Inc. will reach the 50 percent Completion milestone for the reference project on October 1, 2024. BAR Constructors' 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 the retainage being held hold retainage to the amount representing 5 percent of the total Contract Price if they determine that the amount retained is adequate for the protection of the District.

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

The current Contract Price and amount subject to retainage is \$54,022,596.53. It is recommended that District hold retainage in the amount of \$2,701,129.83 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 #46BCSJB8697

Consent of Surety to Reduction in Retainage

<b>Project:</b>	<u>IPL Lake Palestine Pump Station Intake and Wetwell PK 1 (LP1IN)</u>	<b>Project Number:</b>	<u>5525</u>
<b>Owner:</b>	<u>Tarrant Regional Water District</u>		
<b>Contractor:</b>	<u>BAR Constructors, Inc.</u>		<u>301</u>
<b>Engineer:</b>	<u>Jacobs Engineering</u>		<u>D3586700</u>

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

Surety Company agrees to the reduction in retainage to \$ \$2,701,129.83

**Date:** September 9, 2024

**Name of Surety Company:** Hartford Fire Insurance Company

**Signature:** *Dawn Davis*  
*Authorized Representative*

**Title:** Dawn Davis, Attorney-in-Fact

**Address:** 3000 Internet Drive, #600

Frisco, TX 75034

**Email:** Dawn.davis@marshmma.com

*(Attach Power of Attorney and place surety seal below)*





**24-196 Pipe Purchase for CC Replacement RC Inventory**

Technical Quality Criteria	Total Points Available	Northwest Pipe Company- Option A		Thompson Pipe Group- Option A		Northwest Pipe Company- Option B		Thompson Pipe Group- Option B		Northwest Pipe Company- Option C		Thompson Pipe Group- Option C	
		Proposed Contract Price	Price	Additional Installation Costs	Proposed Contract Times	Days	Total						
Proposed Contract Price	70.00	0.00	70.00	70.00	55.28	70.00	57.51						
	Price	no bid	\$918,373.00	\$624,950.00	\$816,603.00	\$611,880.00	\$869,438.00						
	Additional Installation Costs		\$24,300.00	\$94,898.00	\$94,898.00	\$574,238.00	\$574,238.00						
Proposed Contract Times	30.00	0.00	30.00	30.00	26.53	30.00	26.53						
	Days	no bid	294	260	294	260	294						
<b>Total</b>	<b>100.00</b>	<b>0.00</b>	<b>100.00</b>	<b>100.00</b>	<b>81.81</b>	<b>100.00</b>	<b>84.04</b>						

## AMENDMENT NO. 7

THIS AMENDMENT NO. 7 (this “Amendment”) is dated November 19, 2024, between Willis Towers Watson Insurance Services West, Inc., a corporation authorized to do business in Texas (“Consultant”), and TARRANT REGIONAL WATER DISTRICT, a Water Control and Improvement District (“TRWD”).

### RE C I T A L S

A. **WHEREAS**, TRWD and Contractor entered into a Professional Services Agreement, dated as of December 1, 2012 (the “**Agreement**”), Amendment No. 1 dated as of October 1, 2014, Amendment No. 2 dated as of December 1, 2018, Amendment No. 3 dated as of December 1, 2019, Amendment No. 4 dated as of January 21, 2020, Amendment No. 5 dated as of November 23, 2020, and Amendment No. 6 dated as of March 16, 2021, pursuant to which Contractor and TRWD contracted for certain Services as set forth in the Agreement.

B. **WHEREAS**, The parties desire to amend the Agreement to, as more specifically set forth in this Amendment.

NOW, THEREFORE, in consideration of these premises and other good and valuable Consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. All capitalized terms which are not specifically defined in this Amendment and which are defined in the Agreement will have the same meaning for purposes of this Amendment as they have in the Agreement.

2. The attached scope of work and description of services are included in Exhibit “A-2”, dated October 8, 2024, titled “ROCIP 2 - IPL 3 Core Projects – Request for Contract Extension Amendment”, setting forth the General Services for purposes of the Agreement.

3. The Price in paragraph 2 of the Agreement is revised to add an additional not-to-exceed amount of \$415,620 for the Services set forth in the attached Exhibit “A-2”.

4. The Term in paragraph 9 is amended to extend to January 21, 2028.

5. The District also desires to add Section 27 to the Professional Services Agreement:

#### 27. Federal Grant Provisions

a. This Agreement abides by all applicable procurement standards (2 CFR 200.317-327).

b. The Contractor agrees that the services provided under this Agreement will comply with the Clean Air Act (42 U.S.C. Chapter 85).

- c. This Agreement abides by the Federal Water Pollution Control Act (33 U.S.C. Chapter 1251-1387).
- d. Federal Debarment, Suspension and Ineligibility (FAR Subpart 9.4) requirements apply to the services provided under this Agreement.
- e. The Contractor agrees to comply with Federal requirements for Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (FAR Subpart 52.203-11).
- f. The Contractor agrees to comply with Federal requirements for Certification Regarding Lobbying and Disclosure of Lobbying Activities pursuant to 31 U.S.C. 1352, in accordance with and set forth in Exhibit "E" attached hereto and incorporated by reference.

6. Nothing herein shall be interpreted to waive or limit the TRWD's sovereign or governmental immunity.

7. This Amendment may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart will be deemed to be an original, but all such counterparts will together constitute but one and the same Amendment. The parties agree that this Amendment may be transmitted between them by facsimile machine or email. The parties intend by faxed or scanned signatures (such as, without limitation, scanned signatures in .pdf format) constitute original signatures and that a faxed or scanned agreement containing the signatures (original, faxed or scanned) of all the parties is binding on the parties.

8. As modified hereby, the Agreement and all of the terms and provision thereof remain in full force and effect and are incorporated herein as if herein fully recited.

In Witness Whereof, the TRWD and Contractor have executed this Amendment No. 1 as of the date first written above.

**TRWD:**

TARRANT REGIONAL WATER DISTRICT,  
a Water Control and Improvement District

By: \_\_\_\_\_  
Name: Mick Maguire  
Title: Chief Administrative Officer

**CONTRACTOR:**

Willis Towers Watson Insurance Services  
West, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[www.willistowerswatson.com](http://www.willistowerswatson.com)

**Willis Towers Watson Insurance Services West, Inc.  
fka Willis of Texas, Inc.**

500 N Akard Street, Suite 4300  
Dallas, TX 75201

[Chet.Mitrani@WillisTowersWatson.com](mailto:Chet.Mitrani@WillisTowersWatson.com)

Phone: 972-715-6230

October 8, 2024

Tarrant Regional Water District  
800 E. Northside Drive  
Fort Worth, Texas 76102  
Attn: Sean Datema, Risk Manager

RE: Professional Services Agreement for ROCIP Broker Administrator Services Contract  
ROCIP 2 – IPL Phase 3 Core Projects – Request for Contract Extension Amendment

Sean,

This letter is to request that Tarrant Regional Water District amend our contract for 36 additional months from January 21, 2025 to January 21, 2028 for services for the Rolling Owner Controlled Insurance Program .

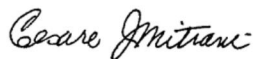
Our current contract expires on January 21, 2025, however the current Rolling Owner Controlled Insurance Program for IPL Phase 3 Core Projects does not expire until July 21, 2027.

Therefore we are requesting an extension with a 3 year contract amendment of \$ 415,620

(\$11,545 monthly) that will allow us to continue providing the administrator services as follows:

1. Assisting contractors with enrollment and closeout procedures;
2. Processing claims and assisting contractors with procedures;
- 3 Coordinate with Liberty Mutual on any new and outstanding workers compensation claims
- 4 Monitor Monthly claim deductible billings;
5. Liaison between TRWD and all insurance providers;
6. Maintaining Monthly ROCIP reports & logs;
7. Uploading of Contractor and Sub-Contractor payroll and enrollments into IPLnet;
8. Continue onsite safety assistance;
9. Negotiate close out of Master ROCIP policies with final audits/premium adjustments/collateral;
10. Provide TRWD with the information necessary to determine the efficiency of the ROCIP program;

Sincerely,



Cesare J. Mitrani, EVP  
Willis Towers Watson Insurance Services West, Inc.

EXHIBIT E

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

\_\_\_\_\_  
CERTIFIED BY: (type or print)

\_\_\_\_\_  
TITLE:

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

EXHIBIT E

Approved by OMB

0348-0046

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<p><b>1. Type of Federal Action:</b>  a. contract  _____ b. grant  c. cooperative agreement  d. loan  e. loan guarantee  f. loan insurance</p>	<p><b>2. Status of Federal Action:</b>  a. bid/offer/application  _____ b. initial award  c. post-award</p>	<p><b>3. Report Type:</b>  a. initial filing  _____ b. material change</p> <p><b>For material change only:</b>  Year _____ quarter _____  Date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b>  _____ Prime _____ Subawardee  Tier _____, if Known:</p> <p><b>Congressional District, if known:</b></p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p><b>Congressional District, if known:</b></p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable: _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p> <p>\$ _____</p>	
<p><b>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</b></p>	<p><b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b></p>	
<p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>	<p><b>Signature:</b> _____</p> <p><b>Print Name:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Telephone No.:</b> _____ <b>Date:</b> _____</p>	
<p><b>Federal Use Only</b></p>	<p><b>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</b></p>	

## EXHIBIT E

### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503





## 25-017 First Aid and Emergency Safety Equipment Inspection and Replacement

Technical Quality Criteria	Total Points Available	AED123	Cintas Corporation	Thompson Safety
Contract Price	40.00	35.99	37.35	40.00
	annual service cost	\$90,276.00	\$81,235.78	\$75,845.19
Experience Providing Similar Services to Other Entities	40.00	25.00	20.00	30.00
Quality and Completeness of Respondents Proposal	20.00	20.00	10.00	20.00
<b>Total</b>	<b>100.00</b>	<b>80.99</b>	<b>67.35</b>	<b>90.00</b>

## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 5

**DATE:** November 19, 2024

**SUBJECT:** Consider Approval of Change Order with Traylor Sundt Joint Venture for Increase in Allowance Item A-7 Base Project Interventions of the Integrated Pipeline Project

**FUNDING:** Dallas Bond Fund

#### **RECOMMENDATION:**

Management recommends approval of a change order in the amount of **\$213,525.53** with Traylor Sundt Joint Venture (TSJV) for an increase in Allowance Item A-7 - Base Project Tunnel Boring Machine Interventions. The current contract amount is \$221,480,570.33 and the revised not-to-exceed contract amount, including this change order, will be \$221,694,095.86.

#### **DISCUSSION:**

The purpose of change order 0013 is to increase the Allowance Item A7 - Base Project Interventions for Earth Pressure Balance Tunnel Boring Machine at Cedar Creek and Hollywood Lake tunnels because actual cost to perform all the needed interventions on the project exceeded the original contract allowance amount.

#### **Increase in Allowance Item A-7 - \$213,525.53**

The original PL19TUN contract included a \$2,000,000 allowance for the Contractor to perform hyperbaric interventions at the Cedar Creek and Hollywood Lake Tunnels. TSJV performed five (5) free air interventions to inspect and replace cutterhead tooling on the Cedar Creek Tunnel and performed three (3) hyperbaric and one (1) free air intervention at the Hollywood Lake Tunnel.

The first Hollywood Lake hyperbaric intervention took five (5) days and involved the use of certified divers, an emergency above ground hyperbaric chamber and a full medical team with certified doctor all who flew for the intervention. The crew worked double shifts and replaced all the cutterhead tooling.

The second hyperbaric intervention occurred prior to tunneling under Hollywood Lake itself and took three (3) days, working double shifts, with the same equipment and personnel as the first. Unfortunately, no inspection work was carried out because TSJV could not maintain the air pressure at the face of the tunnel to safely allow the divers to perform the inspection. The pressure at the cutter head face and in the chamber could not be sustained due to the amount of course, porous and permeable ground conditions

around and above the tunnel face. Basically, the sealing air pressure was escaping at the surface.

The third and final hyperbaric intervention occurred once tunneling under Hollywood Lake was completed and took two (2) days to complete with the same equipment and personnel as the first. All cutterhead tooling was inspected and several of the individual tools were replaced.

The hyperbaric interventions were needed at the Hollywood Lake Tunnel due to the presence of groundwater and the abrasive qualities of the ground which required the cutterhead tooling to be inspected and replaced to successfully complete the mining of the tunnel. The total cost of performing the Cedar Creek and Hollywood Lake tunnel interventions was \$2,213,525.53.

The executed Section 19 Long Tunnels Project contract value was \$221,780,319. The revised contract value, including this change order will be \$221,694,095.86 and is currently eighty-seven percent (87%) complete.

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

Recommendation by Staff and change order documents are attached.

This item was reviewed by the Construction and Operations Committee on November 14, 2024.

**Submitted By:**

Ed Weaver  
IPL Program Manager

# Memo



**To:** Ed Weaver

**From:** Charles Cameron

**Copy:** Coy Veach, Robert Allen

**Date:** November 19, 2024

**Subject:** Recommendation for Approval of Change Order 0013 for PL19TUN of the Integrated Pipeline Project.

We have prepared Change Order 0013 for Modifications to the Contract Documents for the referenced project. This Change Order represents a net increase in the Contract Price in the amount of **\$213,525.53**. Descriptions for the Change Order Item and the reason for the change is shown in the attached Tabulation of Change Order Items.

This Change Order adds **zero** additional days to the contract.

It is recommended that authorization be given to execute Change Order 0013 for PL19TUN of the Integrated Pipeline Project for a net increase in Contract Price in the amount of **\$213,525.53**. The total contract value, including this Change Order, will be **\$221,694,095.86**.

**Change Order**

<b>Project:</b> <u>IPL Section 19 Long Tunnel Crossings (PL19TUN)</u>	<b>Project Number:</b> _____
<b>Owner:</b> <u>Tarrant Regional Water District</u>	<u>21-001</u>
<b>Contractor:</b> <u>Traylor-Sundt JV</u>	<u>2201</u>
<b>Engineer:</b> <u>HDR Engineering and BGE, Inc.</u>	<u>10017386 &amp; 0672-01</u>

<b>Change Order No.:</b> <u>0013</u> <b>Date:</b> <u>10/14/2024</u>
<b>Funding Source:</b> _____

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

CP0040 – Increase Allowance item A-7 Base Project Interventions (EPBM At Cedar Creek & Hollywood Lake) as a result of performing interventions at the Cedar Creek

1. and Hollywood Lake to inspect and replace cutterhead tooling. \$213,525.53

**Net Change to Contract Amount:** \$213,525.53

*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.*

<b>a Original Contract Price</b>	<u>\$221,780,319.00</u>
<b>b Previously Approved Change Order Amounts</b>	<u>\$(299,748.67)</u>
<b>c Adjusted Contract Price ( a + b )</b>	<u>\$221,480,570.33</u>
<b>d Change Order Amount</b>	<u>\$213,525.53</u>
<b>e Revised Contract Price ( c + d )</b>	<u>\$221,694,095.86</u>

<b>f Percent Change to Date:</b> <u>-0.04%</u>	<b>g Change in Days this Change Order:</b> <u>0</u>
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<b>Completion Dates:</b>	<b>Original</b>	<b>Previous</b>	<b>Current</b>
<b>Substantial</b>	<b>h</b> <u>7/24/25</u>	<b>i</b> <u>9/25/25</u>	<b>j</b> <u>9/25/25</u>
<b>Final</b>	<b>k</b> <u>9/22/2025</u>	<b>l</b> <u>11/24/2025</u>	<b>m</b> <u>11/24/2025</u>

<p><b>Recommended by:</b> Project Construction Manager</p> <p>_____ Name <span style="float:right"><u>10/18/2024</u></span> Date</p> <p><b>Approved by:</b> Traylor Sundt JV</p> <p>_____ Name <span style="float:right">Date</span></p>	<p><b>Recommended by:</b> Program Construction Manager</p> <p>_____ Name <span style="float:right">Date</span></p> <p><b>Approved by:</b> Tarrant Regional Water District</p> <p>_____ Name <span style="float:right">Date</span></p>
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## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 6

**DATE:** November 19, 2024

**SUBJECT:** Consider Approval of Contract Amendment with Freese and Nichols, Inc. for Aquifer Storage and Recovery Demonstration Well - Surface Facilities

**FUNDING:** Bond Fund

#### **RECOMMENDATION:**

Management recommends approval of a contract amendment **in an amount not-to-exceed \$1,380,503** with Freese and Nichols, Inc. (FNI) for additional professional services required to complete the next phase of construction of the Aquifer Storage and Recovery (ASR) Demonstration Well - Phase 2 Surface Facilities. The current contract value is \$1,661,999. The total amount of this amendment brings the revised contract value to \$3,042,502.

#### **DISCUSSION:**

In February 2018, the District awarded FNI a professional services contract for the ASR Demonstration Well project. The primary purposes of the project are to verify that ASR is feasible in this region of Texas, verify geochemistry reactions, verify recharge rates, verify feasible storage volumes, verify recovery rates, and to verify construction and operating costs.

In 2023 TRWD received the ASR permit from the Texas Commission on Environmental Quality (TCEQ), and in 2024 TRWD completed the drilling and construction of the ASR well and the monitoring well. The next phase of the project is to construct the surface facilities, which includes installation of the downhole pump and valve, electrical equipment, piping, valves, meters, and the connections to the Trinity River Authority (TRA) water treatment plant (WTP). Since the onset of the project in 2018, the project's schedule and professional services scope has been extended, due in part to this being a research oriented project. Prior to beginning the well drilling phase of the project, FNI identified additional funding that would be required to support the District's ASR project to completion. FNI provided additional construction management services during the well drilling phase, and will provide a similar level of effort of construction management services for the surface facilities phase. This contract amendment extends FNI's contract to February 2027, which allows them to support this project through the expected Final Completion Date for the Surface Facilities phase. A future amendment will follow once the surface facilities are complete, and will cover pilot testing, training, and final reporting as the ASR well is fully integrated into TRWD's operations. Full completion of the project is currently planned to conclude in early 2028.

This item was reviewed by the Construction and Operations Committee on November 14, 2024.

**Submitted By:**

Zachary Huff  
Water Resources Engineering Director

## AMENDMENT NO. 7

THIS AMENDMENT NO. 7 (this “Amendment”) is dated November 19, 2024, between Freese and Nichols, Inc, a corporation authorized to do business in Texas (“Contractor”), and TARRANT REGIONAL WATER DISTRICT, a Water Control and Improvement District (“TRWD”).

### RE C I T A L S

A. **WHEREAS**, TRWD and Contractor entered into a Professional Services Agreement, dated as of February 15, 2018 (the “**Agreement**”); Amendment No. 1 dated July 6, 2018; Amendment No. 2 dated April 30, 2020; Amendment No. 3 dated July 7, 2021; Amendment No. 4 dated December 29, 2022; Amendment No. 5 dated June 30, 2023, and Amendment No. 6 dated August 14, 2024, pursuant to which Contractor and TRWD contracted for certain Services as set forth in the Agreement.

B. **WHEREAS**, The parties desire to amend the Agreement as more specifically set forth in this Amendment.

NOW, THEREFORE, in consideration of these premises and other good and valuable Consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. All capitalized terms which are not specifically defined in this Amendment and which are defined in the Agreement will have the same meaning for purposes of this Amendment as they have in the Agreement.

2. Exhibit “A-4” dated October 15, 2024, attached hereto and incorporated herein, is added to and supplements Exhibit “A-1” dated July 6, 2018; Exhibit “A-2” dated April 30, 2020; Exhibit “A-3” dated June 7, 2021 and Exhibit “A” dated February 15, 2018, and together Exhibit “A-4”, Exhibit “A-3”, Exhibit “A-2”, Exhibit “A-1”, and Exhibit “A” set forth the General Services for purposes of the Agreement.

3. The Price in paragraph 2 of the Agreement, \$1,454,150, is revised to add an additional not-to-exceed amount of \$1,380,503 for the Services set forth in the attached Exhibit “A4”, and together with the additional not-to-exceed amount of \$18,290 set forth in Amendment No 1, Exhibit “B-1”, \$154,962 set forth in Amendment No 2, Exhibit “B-2”, and \$34,597 set forth in Amendment No 3, Exhibit “B-3”, bring the total contract value to \$3,042,502.

4. The Term in paragraph 9 is amended to extend to February 06, 2027.

5. Nothing herein shall be interpreted to waive or limit the TRWD’s sovereign or governmental immunity.



6. This Amendment may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart will be deemed to be an original, but all such counterparts will together constitute but one and the same Amendment. The parties agree that this Amendment may be transmitted between them by facsimile machine or email. The parties intend by faxed or scanned signatures (such as, without limitation, scanned signatures in .pdf format) constitute original signatures and that a faxed or scanned agreement containing the signatures (original, faxed or scanned) of all the parties is binding on the parties.

7. As modified hereby, the Agreement and all of the terms and provision thereof remain in full force and effect and are incorporated herein as if herein fully recited.

In Witness Whereof, the TRWD and Contractor have executed this Amendment No. 7 as of the date first written above.

**TRWD:**

TARRANT REGIONAL WATER DISTRICT,  
a Water Control and Improvement District

By: \_\_\_\_\_  
Name: Alan Thomas  
Title: Deputy General Manager

**CONTRACTOR:**

Freese and Nichols, Inc

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit A-4 – Scope of Services for Completion of Well Facilities, Testing and Reporting

**Scope of Services for Completion of Well Facilities, Testing and Reporting**

As preparations were being made to enter the phase for construction and testing the ASR well, it became apparent that the level of professional services required for managing construction of the ASR well facilities exceeded the budget prepared in the early stages of the project. In some cases, many of these services were originally to be provided by District staff, and the project originally envisioned was much simpler. The changes in scope incorporated information from studies and early planning services conducted prior to the construction and testing of the Well. The FNI team was allowed to provide the services needed, charging effort to the existing task, so long as the overall contract amount was not exceeded, with the agreement that work that represented as being beyond the scope in the current contract as amended would be included in a future amendment. This Amendment No. 7 includes those adjustments for services provide above and beyond the scope of the current agreement.

These adjustments are summarized in the following tabulation:

**Table 1—Summary of Adjustments for Completion of Well Facilities, Testing and Reporting**

<b>Task</b>	<b>Description of Services</b>	<b>Amount</b>
0001	Project Management	\$ 32,170
0002	Strategy / Approach	\$ 0
0003	Data Assembly	\$ 0
0004	Site Selection Review	\$ 0
0005	Permitting	\$ 0
0006	Geochemistry	\$ 0
0007	Conceptual Design	\$ 27,010
0008	Well Design	\$ 3,005
0009	Well Bidding and Construction Services	\$ 147,167
0010	Surface Facility Design	\$ 90,379
0011	Surface Facility Bidding and Construction Services	\$ 0
0012	Pilot Testing	\$ 0
0013	Training	\$ 0
0014	Reporting	\$ 0
0015	Environmental Studies	\$ 0
<b>Total Adjustment for Completion of Well Facilities, Testing and Reporting</b>		<b>\$ 299,722</b>

The ASR well construction has been completed and over six and a half years have passed since the original Contract was signed by the District on March 1, 2018. This amendment uses information gained from constructing the well, advances in information regarding ASR Pilot Test Cycles, changes in the construction industry related to shortages of contractor resources, supply chain issues and long lead times for procurement of certain key equipment and materials to reset the scope of professional services for completion of the ASR Demonstration project. As of the end of Fiscal Year (FY) 2024 all Freese and Nichols (FNI) subconsultants except Jacobs and HDR Engineering have completed their respective tasks

Exhibit A-4 – Scope of Services for Completion of Well Facilities, Testing and Reporting

and subagreements have been closed. Jacobs will perform work remaining in the subagreement for Collier related to Task 0012, Pilot Testing. The FNI Team for Phase 2 consists of FNI, Jacobs and HDR.

This scope of services assumes the following status for tasks from the original scope of services:

**Table 2—Status of Tasks as of the end of Fiscal Year 2024**

<b>Task</b>	<b>Description</b>	<b>Status /Completion Date</b>
0001	Project Management	Ongoing / 2028
0002	Strategy / Approach	Complete
0003	Data Assembly	Complete
0004	Site Selection Review	Complete
0005	Permitting	Awaiting Final Report / 2027
0006	Geochemistry	Complete
0007	Conceptual Design	Complete
0008	Well Design	Complete
0009	Well Bidding and Construction Services	Complete with exceptions (see Task 0009 below)
0010	Surface Facility Design	Revisions required / 2024
0011	Surface Facility Bidding and Construction Services	Not started / 2025 - 2026
0012	Pilot Testing	Not started / 2027
0013	Training	Not started / 2027
0014	Reporting	Not started / 2028
0015	Environmental Studies	Complete

### **Scope of Services for Completion of Surface Facilities, Testing and Reporting**

The following describes the FNI Team scope of services to provide construction management services for construction and startup of Surface Facilities, complete pilot testing, complete studies and prepare final reports for the project. This scope is considered to be the complete effort needed to provide the District with a fully-functional ASR well and supersedes the original scope of services described in the original 2018 Agreement. All tasks shown as complete in Table 2 in the description of Basic Services below will be closed and no additional payment will be made for these tasks.

#### **Surface Facilities Project**

Construction of the well has been completed. The construction contract for this project remains open and approval of Change Order (CO002) for the installation of pumping equipment is anticipated for November 19, 2024. This Amendment anticipates construction of the Surface Facilities Project to be constructed in four packages:

1. Electrical Power Package—Electrical power (480V) for the project will be provided by Oncor. Power will be delivered to the site via a pole or pad mounted transformer. The schedule for delivery of power to the site has not been determined. Cost associated with providing power to the site is not included in estimates for this project.
2. Pump Equipment Package—Pump equipment will be provided and installed by Hydro Resources under a change order to its current contract (draft Change Order CO002). The change order includes the purchase of key electrical control equipment which is to be installed by the electrical contractor. Equipment to be furnished will include the step-up transformer, TCI Sine Wave Filter, and Siemens VFD. The Hydro Resources change order includes commissioning and startup of the electrical controls installed by the contractor.
3. Piping and infrastructure Package—This package will include all piping, structural concrete slabs, prefabricated concrete building, transformers, and equipment pads etc. Works should be bid to complete work during the 14-16 weeks for delivery of pumping equipment. Construction sequencing will focus on structural elements to allow installation of pumping equipment when this equipment is available. Lead time on the pre-cast concrete building could drive this schedule.
4. Electrical and Instrumentation Package—Work includes purchase of all equipment not provided by Hydro Resources, and installation of all equipment, including equipment provided but not installed by Hydro Resources as part of the Change Order CO002. Work in this package will be coordinated with Hydro Resources. Change Order CO002 includes services for assistance with startup and commissioning of system controls.
5. Drawings and specifications will be revised to indicate the work in each package. Bid Packages will include drawings by Hydro Resources to the extent available. Modifications to drawings are needed for electrical changes. The Piping and Infrastructure Package and Electrical and Instrumentation Package could be bid separately or could be combined in a single package allowing bidders to no-bid the work they do not wish to perform.

Drawings and specifications previously prepared will be revised to indicate the work in each of the four packages. Bid Documents will include shop drawings prepared by Hydro Resources to the extent they are available. Modifications will be made to drawings and specifications for electrical and equipment modifications. The Piping and Infrastructure Package and Electrical and Instrumentation Package, along

## Exhibit A-4 – Scope of Services for Completion of Well Facilities, Testing and Reporting

with required information regarding the Oncor and Hydro Resources information, will be incorporated in a single set of proposal documents. Offerors will be allowed to submit a competitive sealed proposal for all of the work in the proposal documents or submit an offer for either the Piping and Infrastructure Package or the Electrical and Instrumentation Package and indicate “No Bid” for the work they do not wish to perform. This is being done to attract bidders to the project that might not otherwise participate and allow work in the Piping and Infrastructure Package to be authorized ahead of other packages.

### Schedule

The anticipated schedule for completion of this work is shown in Table 3 below:

**Table 3— Anticipated Schedule for Completion**

<b>Milestone</b>	<b>Completion Date</b>
Approval of Amendment 7 and Hydro Resources CO0002	November 22, 2024
Begin design of modifications	November 22, 2024
Complete design of modifications	January 06, 2025
Advertise Project	January 13, 2025
Project Pre-offer Meeting	January 28, 2025
Proposals Due	February 12, 2025
Recommendation of Award	February 27, 2025
Submit Agenda Item	March 04, 2025
Board Approval	March 18, 2025
Notice of Award	April 2, 2025
Notice to Proceed	April 17, 2025
Substantial Completion	January 07, 2027
One Year Correction Period Begins	January 07, 2027
Begin Pilot Test and Training	January 07, 2027
Final Completion	February 06, 2027
Pilot Testing Complete	April 08, 2027
Start Report Preparation	April 08, 2027
Submit Draft Report	June 06, 2027
Submit Final Report and Documentation	August 06, 2027
Submit Complete TCEQ Permit	September 06, 2027
End of One Year Correction Period	January 07, 2028

### Project Cost

The Opinion of Probable Construction Cost prepared on March 20, 2023, was updated for the anticipated Construction Packages.

Exhibit A-4 – Scope of Services for Completion of Well Facilities, Testing and Reporting

Cost for the Piping and Infrastructure Package was revised based on Cost information provided by BAR Constructors. Cost for the Downhole Equipment Package was revised to reflect the pricing information in Hydro Resources draft Change Order CO002. The Electrical and Instrumentation Package was increased by 25% based on AGC’s reported Year over Year increase in bid prices. While this may appear to be conservative, delivery times and price volatility for electrical equipment continues to be high. This estimate includes a 15% contingency, 5% mobilization, 18% overhead and profit, and a cost escalation of 8% (1 year). While the overhead and profit percentage may appear to be excessive, even this amount may not be adequate when bidding a small project at a time when work is plentiful, and contractors can be selective in the projects they choose to bid. Even with a slight drop in Producer Price Indices for materials, bid prices continue to increase slightly.

**Table 4— Anticipated Cost for Construction**

<b>Item</b>	<b>Projected Cost</b>
Civil Package	\$ 854,250.
Electrical and Instrumentation	\$ 1,165,920.
Electrical Build w HVAC and Slab	\$ 225,000.
Oncor Cost	\$ 56,000.
Subtotal Cost	\$ 2,301,170.
15% Contingency	\$ 345,176.
Subtotal Cost	\$ 2,646,346.
5% Mobilization	\$ 132,317.
Subtotal Cost	\$ 2,778,663.
18% OH&P	\$ 500,159.
Subtotal Cost	\$ 3,278,822.
8% Escalation	\$ 262,306.
<b>Total Electrical and Civil Packages</b>	<b>\$ 3,541,128.</b>
Hydro Change Order CO002	\$ 940,150
5% Contingency	\$ 47,008.
Subtotal Cost	\$ 987,158.
15% OH&P	\$ 148,074.
Subtotal Cost	\$ 1,135,231.
<b>Total Contract</b>	<b>\$ 4,676,359</b>

This current estimate is \$824,740 higher than the previous 2023 estimate of \$3,851,619

## Exhibit A-4 – Scope of Services for Completion of Well Facilities, Testing and Reporting

### **BASIC SERVICES**

The FNI Team will provide the following Basic Services to complete this project. •Basic Services are services that are required for the Project and authorized by the execution of this Amendment.

#### **Task 0001—Project Management**

Project Management is ongoing for the FNI Team. Project Managers focus on project management duties which include:

- Prepare invoices, track budget and schedule and provide reports for these items;
- Coordinate with staff and other members of the FNI Team;
- Conduct meetings, including providing agenda and meeting records;
- Review project documents and deliverables for compliance with the Scope of Services;
- Coordinate the progress on tasks, overseeing and managing task deliverables;
- Manage quality of services provided; and
- Manage changes, if any, related to this Amendment.

Deliverables include monthly invoices and reporting on schedule and budget status.

#### **Task 0002— Strategy / Approach**

All work for this task has been completed. No additional charges will be made to this task.

#### **Task 0003— Data Assembly**

All work for this task has been completed. No additional charges will be made to this task.

#### **Task 0004— Site Selection Review**

All work for this task has been completed. No additional charges will be made to this task.

#### **Task 0005—Permitting**

Submit as-built and construction phase testing data to TCEQ and revise loss modeling for authorizations. This is the final step remaining to complete TCEQ Permitting. Provide final coordination with the City of Fort Worth for building permits. Drawings prepared for Task 0010 will include site drawings that may be required by the City of Fort Worth. Trinity River Authority has confirmed that the platting of the property is not required.

Deliverables include final application for the permit which consists of the Technical Memorandum (TM).

#### **Task 0006—Geochemistry**

All work for this task has been completed. No additional charges will be made to this task.

#### **Task 0007—Conceptual Design**

All work for this task has been completed. No additional charges will be made to this task.

#### **Task 0008— Well Design**

All work for this task has been completed. No additional charges will be made to this task.

## Exhibit A-4 – Scope of Services for Completion of Well Facilities, Testing and Reporting

### **Task 0009— Well Bidding and Construction Services**

Charges for work completed after September 20, 2024, to complete this task will be included in a separate invoice. Provide a draft TM for District review and comment, and a final TM addressing the Districts consolidated comments. The results from this TM can be summarized in a PowerPoint presentation delivered via teleconference. It is assumed that this will be accomplished in a single one-hour teleconference.

Deliverables include Final TM and a PowerPoint presentation.

### **Task 0010—Surface Facility Design**

#### Update / Revise Drawings and Specifications

Revise Final Draft of Specifications and Construction Plans for the ASR Demonstration Study Surface Facility Documents as required for the Surface Facilities Project as described above to incorporate:

- Revisions in pumping and electrical equipment based on data from ASR Well testing.
- Equipment to be provided by Hydro by Change Order 0002.
- Changes resulting from comparing CSP Proposal Documents (Drawings and Specifications) to identify overlaps with Change Order 0002.
- Changes in system voltage.
- Electrical changes related to selected equipment.
- Tree protection measures in-place.
- Changes in site layout including TRA revisions to gates and access.
- TRWD fence security measures and door hardware.

#### Update Front End / Procurement Documents

Prepare Division 00 and Div 01 Documents for the project. Small project specifications used for the ASR Well construction project do not adequately cover the complexities involved in the Surface Facilities project. Front-end documents will be prepared using recently updated TRWD documents for larger or more complex projects.

Deliverables consist of Proposal Documents suitable for selecting Contractor(s) for construction of Surface Facilities.

### **Task 0011—Surface Facility Bidding and Construction Services**

#### Contractor Selection

Attend a Pre-offer conference conducted by the FNI Team with support from District's Purchasing Department. Identify the need for clarifications or addenda resulting from the meeting. Prepare response to questions proposed on OpenGov during the proposal period and provide these to Purchasing to post on OpenGov. Issue Addenda as needed to address questions or comments from the Pre-offer conference, questions posted on OpenGov, or design modifications identified by the District or FNI Team.

Assist with evaluation of Competitive Sealed Proposals. Evaluate proposals and check offeror references, evaluate offeror's approach, experience and qualifications, financial and safety records. Prepare proposal summary and scoring sheets to assist District's Selection Committee in scoring and ranking proposals.



## Exhibit A-4 – Scope of Services for Completion of Well Facilities, Testing and Reporting

Evaluate offeror's alternative proposals, if any, and recommend if alternatives are acceptable. If interviews are to be conducted, prepare interview questions, coordinate interviews with short listed offerors and facilitate interviews. Assist with revising scoring based on interviews, and preparing a final ranking of Offerors. Assist the District with negotiations with Offerors if needed to clarify alternative proposals and prepare Contract Amendments as appropriate. Prepare a written recommendation for award for inclusion with the Board Agenda item.

Deliverables include Contract Evaluation worksheets, and recommendation for award.

### Conform Documents for Execution and Prepare Record Documents

Prepare conformed documents suitable for Purchasing to include with the Notice of Award. Documents will be provided in electronic format. Prepare Baseline Record Drawings by incorporating addenda and contract amendments, if any, into drawings and specifications, removing seals of design professionals and annotating these as Record Documents to be used as posted documents for construction.

Deliverables consist of electronic conformed documents and record documents for construction.

### Construction Management and Inspections

Provide Construction Management and Inspection Services for the project, including electrical specialty inspections and assistance with pump electrical startup. Inspections will cover key items of construction such as placement of concrete, observations of underground facilities, electrical systems and instrumentation. A construction representative will not be onsite full-time. It is anticipated that construction activity will include periods of inactivity due to long lead times for equipment.

Construction Manager will provide the following services in accordance with the Contract Documents:

- Conduct a pre-construction conference.
- Conduct periodic meetings on-site or via teleconference to coordinate Contractor's activities.
- Prepare Daily Construction Reports and Monthly Construction Activity Reports.
- Establish and manage the Document Management Process including the Project Management Information System.
- Process submittals as required. Shop drawings will be reviewed by the appropriate design professionals on the FNI Team.
- Manage the Contractor's Payment Application process.
- Monitor the Contractor's Schedule and require updates. Schedule data is summarized in the Payment Application process.
- Provide quality assurance / quality controls services. Coordinate services for Construction Materials inspections with District's selected materials testing laboratory. Coordinate quality assurance activities of design professionals and electrical and instrumentation inspectors.
- Manage the change management process.

Deliverables consist of Construction Management Documentation.

### **Task 0012/0013—Pilot Testing / Training**

Provide Pilot Testing in accordance with Attachment A, Task 12 Pilot Testing. Task 0013, Training is combined with and will occur currently with Pilot Testing as discussed in Attachment A. Field water

## Exhibit A-4 – Scope of Services for Completion of Well Facilities, Testing and Reporting

quality analysis and laboratory water quality analysis will consist of the parameters shown in Attachment B, Field and Laboratory water Quality Analysis.

### **Task 0014—Reporting**

The Report, prepared at the completion of other tasks, will describe the project activities and serve as documentation for the project. The report will include details of the strategy, project implementation plan, permitting process, preliminary and conceptual design, construction, and test procedures. The report will serve as a guidance document for TRWD, and TRWD may share the report with others.

The report will include content provided by the FNI Team. The report for Well Construction Services originally included in the scope for Task 0009 will be included in this report. This report will include the well completion report prepared by well drilling contractor (Hydro) and a TM documenting construction and testing of the Monitor Well (MW) and ASR Well using information collected by the Jacobs field staff and provided by Hydro.

The content of the report will include the following:

- Regional Hydrogeology, Geochemistry and Structure
- ASR and Monitor Well Construction and Construction Phase Testing
- Summary of Recharge and Recovery Testing
- Conceptual Well Field Layout, Operation and Maintenance and Cost
- Migration Analysis and Annual Loss Estimates
- Recharge Water Treatment Process, Water Quality Targets, and Costs
- Permitting and Mitigation Considerations
- Geotechnical Services TM
- Cycle Testing TM,
- Results and recommendations from testing the two other formations during well construction, and
- Well Construction TM.

The final report will include a TM listing recommendations for siting, design, permitting, construction, and cycle testing of drinking water ASR systems in Texas along with a list of criteria and weightings to rank sites. The report is to include results and recommendations from testing in other formations during well testing. The reports will also describe “next steps” and recommendations for future District ASR studies.

A draft report will be provided to the District for review and comment, along with one consolidated set of review comments prepared by members of the FNI Team. A meeting between the District and FNI Team will be held to discuss report comments. Any conflicting comments will be resolved before the final report is prepared. The meeting will include the FNI project manager and two individuals from the Jacobs staff. A geochemist will join the meeting via teleconference. It is anticipated that the meeting will last 1.5 hours and will be in person, with the exception of the geochemist.

Deliverables consist of:

- Draft Internal Review Comments from FNI Team.
- Draft report to District
- Comments and responses

Exhibit A-4 – Scope of Services for Completion of Well Facilities, Testing and Reporting

- Final Report and PowerPoint presentation.

**Task 0015— Environmental Studies**

All work for this task has been completed. No additional charges will be made to this task.

**Summary of Adjustments for Completion of Well Facilities, Testing and Reporting**

Table 5 below presents a summary of the costs for each task:

**Table 5—Summary of Adjustments for Completion of Well Facilities, Testing and Reporting**

<b>Task</b>	<b>Description of Services</b>	<b>Effort to Complete</b>	<b>Budget Remaining</b>	<b>Net Increase</b>
0001	Project Management	\$ 420,702	\$ 5,725	\$ 414,977
0002	Strategy / Approach	\$ 0	\$ 976	\$ (976)
0003	Data Assembly	\$ 0	\$ 5,182	\$ (5,182)
0004	Site Selection Review	\$ 0	\$ 22,620	\$ (22,620)
0005	Permitting	\$ 13,218	\$ 29,656	\$ (16,438)
0006	Geochemistry	\$ 0	\$ 3,319	\$ (3,319)
0007	Conceptual Design	\$ 0	\$ 0	\$ 0
0008	Well Design	\$ 0	\$ 6,194	\$ (6,194)
0009	Well Bidding and Construction Services	\$ 42,988	\$ 12,183	\$ 30,805
0010	Surface Facility Design	\$ 92,204	\$ 29	\$ 92,175
0011	Surface Facility Bidding and Construction Services	\$ 558,148	\$ 71,360	\$ 486,788
0012	Pilot Testing	\$ 438,781	\$ 280,555	\$ 158,226
0013	Training	\$ 5,215	\$ 17,112	\$ (11,897)
0014	Reporting	\$ 97,790	\$ 96,758	\$ 1,033
0015	Environmental Studies	\$ 0	\$ 0	\$ 0
<b>Total Adjustment for Completion of Well Facilities, Testing and Reporting</b>		<b>\$ 1,669,046</b>	<b>\$ 551,669</b>	<b>\$ 1,117,377</b>

## Exhibit A-4 – Scope of Services for Completion of Well Facilities, Testing and Reporting

### **ADDITIONAL SERVICES**

Additional Services are services that may be required and have been identified as such in this Amendment. FNI Team agrees to provide these services if authorized by the District.

#### **Task 0001—Project Management**

##### Additional Meetings

Additional services for added unplanned meetings for Jacobs.

#### **Task 0005—Permitting**

##### Additional TCEQ Permitting

Additional tasks imposed to complete TCEQ permitting in addition to those described in Basic Services. All foreseeable tasks are included in Basic Services. Since the scope of this item is unknown at this time, no cost is included in this proposed amendment. Additional effort related to Permitting must be authorized by a new amendment.

#### **Task 0010— Surface Facility Design**

##### Coordination of Pumping and Related Equipment

Review specifications, drawings, and the submittals to be provided by Hydro Resources under Pending Change Order CO002 and coordinate with the Contract Documents prepare for construction the Surface Facilities.

#### **Task 0011— Surface Facility Bidding and Construction Services**

##### Prepare Second Bid Package / Contractor Selection

In the event that proposals are not acceptable, and it is determined that a second effort to select a contractor is required, revise proposal documents to incorporate information gained from the first attempt and repeat the entire CSP process described in Basic Services.

##### Potential Electrical Modifications

Provide designated funds for making design modifications related to Oncor delivery of power to the site, modification required for equipment changes or other unforeseen electrical design issues.

##### Pump, Motor and Drive Factory Witness Testing

FNI team (Jacobs and FNI electrical) will attend and witness the well pump, motor, and drive factory testing at the pump manufacturers testing facilities. The team will provide a brief report on test results with recommendations as appropriate.

##### Chemical Building and Chemical Feed Design for Recharge Pre-treatment

It has been assumed that the need to pretreat well water prior to introducing this flow into the treatment train for the TRA plant will not be required since this water can be added to the TRA treatment scheme at the Rapid Mix Chamber. If the evaluation of the results of testing from Testing Cycle one of the Pilot Test indicates the need for pretreatment of the recharge water, facilities can be added. These facilities can be designed as an additional service. It is anticipated that these facilities will consist

## Exhibit A-4 – Scope of Services for Completion of Well Facilities, Testing and Reporting

of a small separate building, two chemical drums, meeting pumps and tubing in the small building or shed. Design for the chemical system would consist of 8 drawings: (1) one-line diagram, (1) mechanical drawing of the inside of the shed, (1) civil drawing, (1) set of standard details, (1) notes, and (3) miscellaneous sheets. A narrative description will also be provided. This scope assumes that work will be performed by the Contractor constructing the Surface Water Facilities. Jacobs, as designer, will attend a one-hour pre-work meeting via teleconference with two staff members and provide a two-day visit for startup and commissioning of the pretreatment facilities. The following assumptions apply:

- Specifications will not be prepared. Equipment will be specified in drawing and construction requirements will be provided using notes on the drawings.
- A single design package will be provided.
- The design package will be incorporated into a Request for a Change Proposal issued by the Construction Manager.
- The District will coordinate storage of chemicals with TRA and provide support for exchanging the 55-gallon drums stored in a temporary shed during Cycle Testing. TRWD / TRA will store, use, and dispose of excess chemicals.

This chemical treatment system will be designed as a temporary facility for use during cycle testing only. It is assumed that TRA will want to incorporate this within existing treatment facilities if used after cycle testing.

### **Task 0012/0013—Pilot Testing / Training**

#### Water Quality Equipment Maintenance and Repair

Equipment purchased under Task 0009 will be required for Pilot Testing. If equipment requires repairs or maintenance prior to use, Jacobs will pick-up equipment from TRWD and take it to a maintenance shop for repairs. It is unknown what repairs will be required, if any; however, \$2,000 in expenses are allocated to this task. Eight hours have been allocated for this activity.

### **Task 0014—Reporting**

#### Additional meeting and preparing a PowerPoint presentation for Well Construction Services

This item is for efforts above and beyond the work included in Basic Services. Since the scope of this item is unknown at this time, no cost is included in this proposed amendment. Additional effort related to Reporting must be authorized by a new amendment.

### **Summary of Additional Services**

Table 6 provides a summary of the Additional Services proposed in this Amendment.

**Table 6—Summary of Additional Services**

Task	Description of Services	FNI	Jacobs	Total
0001	Additional Meetings		\$ 10,156	\$ 10,156
0010	Coordination of Pumping and Related Equipment		\$ 5,908	\$ 5,908
0011	Prepare Second Bid Package / Contractor Selection	\$ 21,440		\$ 21,440
0011	Potential Electrical Modification	\$ 33,762		\$ 33,762

Exhibit A-4 – Scope of Services for Completion of Well Facilities, Testing and Reporting

Task	Description of Services	FNI	Jacobs	Total
0011	Pump, Motor and Drive Factory Witness Testing	\$ 14,711	\$ 11,580	\$26,291
0011	Chemical Building and Chemical Feed Design for Recharge Pre-treatment		\$ 60,939	\$ 60,939
0012 / 0013	Water Quality Equipment Maintenance and Repair (future amendment)		\$ 3,868	\$ 3,868
<b>Total Additional Services</b>				<b>\$ 162,364</b>

**Special Services**

The budget does not include a contingency amount to be used for unforeseen additional effort, such as an extended schedule or additional effort required for changes in scope. The District may authorize the FNI Team in writing to provide Special Services not contemplated at the time this Amendment was signed and not identified as Basic or Additional Services. These changes, if any, will be covered in an amendment to the contract.

**Other Costs and Considerations**

In addition to the additional cost for completion of the ASR Well, and the estimated effort to complete, two other cost adjustments are needed. Both Collier and AZB completed their tasks under their anticipated budget which results in \$ 7,310 which was used to reduce the overall budget adjustment.

At the end of 2018, FNI invoices to the District no longer included the markup factor on subconsultant invoices per the original agreement. It has not been determined with any certainty why this occurred but may have resulted from direction to apply the factor used for travel and related expenses (1.0) to subconsultant fees. The factor (1.05) for subconsultants covers the cost of professional liability insurance premiums which are paid as a factor times billing. Not applying the factor of 1.05 creates a loss for FNI on all subconsultant work which is a substantial portion of the cost for this project. Going through past invoices and applying the factor per the contract produced a fee adjustment of \$ 28,726.

During the period from 2018, the project was significantly delayed by COVID and other delays which extended the project. Calculations made to estimate the impact of the escalation of cost for this extended period (2018-2024) determine the cost impact of these delays to be \$ 226,337. Work during the fiscal year 2024 and future work were budgeted at rates escalated at 4.0% per year. This escalation impact did not enter directly into calculations for the Amendment amounts but does provide a look at the impact of delays on the cost for Completion of the facilities.

The cost of the program has escalated significantly over the years. This increase in cost is not only from escalation of cost from 2018 to 2024, but from changes in the scope of not only the services provided, but the scope of the project as well. A summary of the escalation in program cost is shown in Table 7.

**Table 7—Summary Program Cost Escalation**

	2018	2023	2024	2027
Design Costs	\$ 1,454,150	\$ 2,350,487	\$ 3,042,502	\$ 3,262,878
Construction Costs	\$ 1,275,000	\$ 6,029,167	\$ 8,030,927	\$ 8,030,927
Total Program Cost	\$ 2,729,150	\$ 8,379,654	\$ 11,073,429	\$ 11,293,805

Exhibit A-4 – Scope of Services for Completion of Well Facilities, Testing and Reporting

**Summary of Adjustments for Amendment No. 7**

The completion schedule for the second phase of ASR construction depends significantly on the time required to receive proposals, construct, and place the surface facilities in operation. The time required for the surface facilities to be substantially complete and having pumps that can be operated for a sustained period can vary by as much as 12-months. The next phase, which consists of pilot testing, reporting, and permitting cannot be started until the surface facilities are substantially complete.

Amendment No. 7 which includes funding for the second phase of the ASR Construction excludes the cost for Pilot Study, Reporting, and completion of permitting. These tasks must follow substantial completion of the surface facilities construction contract and will be funded during the next phase of the project. A subsequent amendment will be issued for the cost excluded from Amendment No. 7, and may be adjusted, if appropriate, at that time.

Table 8 below presents a summary of the costs for each task to be included in Amendment No. 7:

**Table 8—Summary of Adjustments for Amendment No. 7 to Completion of Well Facilities**

<b>Task</b>	<b>Description of Services</b>	<b>Effort to Complete</b>	<b>Budget Remaining</b>	<b>Net Increase</b>
0001	Project Management	\$ 335,117	\$ 5,725	\$ 329,392
0002	Strategy / Approach	\$ 0	\$ 976	\$ (976)
0003	Data Assembly	\$ 0	\$ 5,182	\$ (5,182)
0004	Site Selection Review	\$ 0	\$ 22,620	\$ (22,620)
0006	Geochemistry	\$ 0	\$ 3,319	\$ (3,319)
0007	Conceptual Design	\$ 0	\$ 0	\$ 0
0008	Well Design	\$ 0	\$ 6,194	\$ (6,194)
0009	Well Bidding and Construction Services	\$ 42,988	\$ 12,183	\$ 30,805
0010	Surface Facility Design	\$ 92,204	\$ 29	\$ 92,175
0011	Surface Facility Bidding and Construction Services	\$ 558,148	\$ 71,360	\$ 486,788
0015	Environmental Studies	\$ 0	\$ 0	\$ 0
<b>Total Adjustment for Completion of Well Facilities, Testing and Reporting</b>		<b>\$ 1,028,457</b>	<b>\$ 127,588</b>	<b>\$ 900,869</b>

Additional Services associated with the Completion of Well Facilities include all costs for Additional Services shown in Table 8, with the exception of the \$ 3,868 amount for water quality equipment maintenance and repair. A total of \$ 158,496 should be included in Amendment No. 7 for Additional Services.

Exhibit A-4 – Scope of Services for Completion of Well Facilities, Testing and Reporting

Table 9 presents a summary of costs for pilot studies, reporting and permitting that are to be included in a future amendment, with appropriate adjustments if needed, when details are better determined.

**Table 9—Summary of Adjustments for Pilot Studies, Reporting and Permitting**

Task	Description of Services	Effort to Complete	Budget Remaining	Net Increase
0001	Project Management	\$ 85,585	\$ 0	\$ 85,585
0005	Permitting	\$ 13,218	\$ 29,656	\$ (16,438)
0012	Pilot Testing	\$ 438,781	\$ 280,555	\$ 158,226
0013	Training	\$ 5,215	\$ 17,112	\$ (11,897)
0014	Reporting	\$ 97,790	\$ 96,758	\$ 1,033
<b>Total Adjustment for Completion of Well Facilities, Testing and Reporting</b>		<b>\$ 640,589</b>	<b>\$ 424,081</b>	<b>\$ 216,508</b>

Additional Services in the amount of the \$ 3,868 should be included in a future amendment for water quality equipment maintenance and repair.

Table 10 provides a summary of adjustments for Amendment No. 7

**Table 10—Summary of Adjustments for Completion of Well Facilities, Testing and Reporting**

Adjustments for Completion of Well Facilities, Test and Reporting	\$ 299,722
Adjustments for Completion of Surface Facilities	\$ 900,869
<b>Subtotal</b>	<b>\$ 1,200,591</b>
Adjustment for unbilled markup on Subconsultants	\$ 28,726
Adjustment for unbilled amounts for Collier and AZB	\$ (7,310)
<b>Subtotal</b>	<b>\$ 1,222,007</b>
Additional Services	\$ 158,496
<b>Total Amendment No. 7</b>	<b>\$ 1,380,503</b>

The original Contract amount was \$1,454,150. Total amount for amendments issued prior to Amendment 7 is \$ 207,849 for a current contract amount of \$1,661,999. With this Amendment No. 7 in the amount of \$ 1,380,503, the revised contract amount will be \$3,042,502.

A future amendment for the next phase is estimated to be \$220,376.



## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 7

**DATE:** November 19, 2024

**SUBJECT:** Consider Approval of Change Order with Hydro Resources Mid-Continent, Inc. for Aquifer Storage and Recovery Well Demonstration Study - Well Drilling Project

**FUNDING:** Bond Fund

#### **RECOMMENDATION:**

Management recommends approval of change order 2 **in the amount of \$940,150** with Hydro Resources Mid-Continent, Inc. (Hydro Resources) for procurement and installation of pump and motor assemblies for the Aquifer Storage and Recovery (ASR) and monitoring well as part of the ASR Well Demonstration Study - Well Drilling Project. The current contract value is \$3,354,568. The total amount of this change order brings the revised contract value to \$4,294,718.

#### **DISCUSSION:**

Hydro Resources is currently under contract for Phase 1 of the ASR Well Demonstration Study, Well Drilling Project, and has successfully completed the base scope of work. As the ASR program moved forward, the District requested a cost proposal for the purchase and installation of the ASR and monitoring well pumps and motors. This work was initially planned as part of the Phase 2 - Facility construction package, however, it is in the best interest of the District to add this work to the Phase 1 contract, as it will decrease risk and expedite delivery of this critical-path equipment. This change order will allow the District to compress the overall project schedule and determine if ASR is a viable water supply strategy.

The original contract value was \$3,453,290. Approved change orders to date totaling (\$98,722) put the current contract value at \$3,354,568. The total amount of this change order brings the revised contract value to \$4,294,718. The net value of change orders to date is \$841,378 since the first change order was deductive.

This item was reviewed by the Construction and Operations Committee on November 14, 2024.

#### **Submitted By:**

Zachary Huff  
Water Resources Engineering Director

**Change Order**

<b>Project:</b> ASRW	<b>Project Number:</b>
<b>Owner:</b> Tarrant Regional Water District	5637
<b>Contractor:</b> Hydro Resources Mid-Continent, Inc.	MDC-R-25894
<b>Engineer:</b> Freese and Nichols, Inc.	TCW18226

<b>Change Order No.:</b> 0002	<b>Date:</b> 08/28/2024
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**Make the following additions, modifications, or deletions to the Work described in the Contract Documents:**


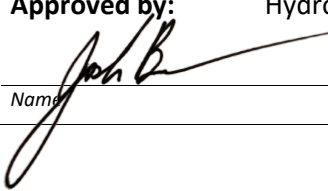
1. Furnish, install, and startup downhole equipment in ASR and Monitor Wells \$940,150.00

**Net Change to Contract Amount:** **\$940,150.00**

Add the following Paragraph SC-11.03 to Section 00 73 01 Supplementary Conditions:  
 SC-11.03 "Modify retainage provisions of Paragraph 11.03 of *Section 00 72 00 Terms and Conditions for Construction Projects* to withhold 5% of the total earned value for completed work and properly stored materials as retainage for this Change Order CO0002 until Final Completion and closeout of the Project."

*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.*

<b>a Original Contract Price</b>	\$3,453,290.00
<b>b Previously Approved Change Order Amounts</b>	(\$98,722.00)
<b>c Adjusted Contract Price ( a + b )</b>	\$3,354,568.00
<b>d Change Order Amount</b>	\$940,150.00
<b>e Revised Contract Price ( c + d )</b>	\$4,294,718.00
<b>f Percent Change to Date:</b> 24%	<b>g Change in Days this Change Order:</b> 485
<b>Completion Dates:</b>	<b>Original</b> <b>Previous</b> <b>Current</b>
<b>Substantial</b> <b>h</b> 02/02/2024	<b>i</b> 05/30/2024 <b>j</b> 05/30/2024
<b>Final</b> <b>k</b> 03/04/2024	<b>l</b> 12/31/2024 <b>m</b> 04/30/2026

<b>Recommended by:</b> Project Construction Manager  Name _____ Date 08/28/2024	<b>Recommended by:</b> Tarrant Regional Water District Name _____ Date _____
<b>Approved by:</b> Hydro Resources  Name _____ Date 08/28/2024	<b>Approved by:</b> Tarrant Regional Water District Name _____ Date _____



May 29, 2024

Jacobs  
2705 Bee Cave Road - Suite 300  
Austin, TX 78746

**To: Lindsay Atkinson- Groundwater Technologist**  
**Project: Tarrant Regional Water District ASR Project – Production Well Pump Equipment**

Lindsay,

Hydro Resources (HR) is pleased to present the following proposal for permanent pump services to Jacobs for the TRWD ASR production well project. HR has extensive experience installing permanent equipment and controls for ASR wells including recent projects for Castle Rock Water, Centennial Water, Northglenn Water, and others. Below are the base pump equipment design conditions provided by Jacobs:

The primary design is as follows:  
Production Well Q = 450 GPM, TDH = 1011 ft, 200 HP  
Monitoring Well Q = 18 GPM, TDH = 950 ft, 7.5 HP

HR is providing the following permanent pump equipment options and cost options for your review:

**Production Well Permanent Pumping Equipment (2300V Option) - 450 GPM @ 1011' TDH Design**

- Submersible pump designed for 450 GPM @ 1011' TDH w/ Hydrostatic bowl test.
- 200 HP, 1800 RPM/2300V 12", Type M Submersible Motor w/ Motor Test
- Factory splice w/ testing
- 1080' of #6 Submersible pump cable
- 1050' of 6" T&C Column Pipe
- Qty. 2 - 6" Flomatic Check Valves w/ Knockouts
- 3R Control Valve
- 2120' of 1 1/4" PVC Conduit
- 2120' of 1/4" Nylon Airline
- Troll 700 Pressure transducer
- 6" x 16" Surface Discharge Elbow (Epoxy Coated) & 16" Casing flange (Epoxy Coated) w/ 2" well vent
- Misc. installation materials including lubricants, banding, tape, etc.
- Scope includes labor for installation of pump assembly and flow control valve.
- Scope includes labor for startup testing including step test, continuous test, and recovery.
- Any additional pumping beyond the hours called out in specs for obtaining water clarity are at additional hourly rate.
- HSLA casing flange and vent will be carbon steel and field applied epoxy coating.
- No surface electrical controls are being provided.
- No surface piping is included.
- The placement of transducer cable from monitoring well back to electrical building adjacent to ASR well is by others. Any trenching and conduit for electrical lines or control lines is excluded.
- HR is providing the following controls as an option:
  - Step-up Transformer by Southwest Electric Company. Estimated 14-16 Weeks Delivery.
  - TCI sine wave filter, KMG305A01P. Estimated 14-16 Weeks Delivery.
  - Siemens VFD w/harmonic filter built in. Estimated 14-16 Weeks Delivery.
  - Commissioning/start-up,



<b>TRWD Production Well - Permanent Pump Equipment Cost Estimate (2300V Option)</b>					
<b>Item #</b>	<b>Description</b>	<b>Unit</b>	<b>Qty.</b>	<b>Unit Cost</b>	<b>Total Cost</b>
1	Mobilize, install downhole equipment, install discharge head, and demobilize.	LS	1	\$ 28,700.00	\$ 28,700.00
2	Furnish all downhole equipment (as detailed above)	LS	1	\$ 707,000.00	\$ 707,000.00
3	Startup procedure including step test, continuous test, and recovery.	LS	1	\$ 12,000.00	\$ 12,000.00
					<b>\$747,700.00</b>
	<b>Electrical Controls - Supply Only</b>				
4	Step-up Transformer by Southwest Electric Company.	LS	1	\$ 25,000.00	\$ 25,000.00
5	TCI Sine Wave Filter, KMG305A01P	LS	1	\$ 19,500.00	\$ 19,500.00
6	Siemens VFD with Harmonic Filter built in	LS	1	\$ 89,750.00	\$ 89,750.00
7	Commissioning and Startup of Controls	LS	1	\$ 7,500.00	\$ 7,500.00
					<b>\$141,750.00</b>

**Monitoring Well Permanent Pumping Equipment - 18 GPM @ 950 TDH Design Conditions**

- Grundfos submersible pump designed for 18 GPM @ 950 TDH
- Grundfos 7.5 HP, 3600 RPM/460 V Submersible Motor
- 1000' of #6 w/ground 600V Submersible pump cable
- 966' of 1 ¼" Galvanized T&C Column Pipe
- Qty. 3 – 1 ¼" Flomatic Check Valves
- 1900' of 1 ¼" PVC Conduit
- 1900' of ¼" Nylon Airline
- Troll 700 Transducer System
- Fabricated 1 ¼" Surface Discharge Elbow w/ epoxy coating.
- 8" Casing flange (epoxy coated) w/ 2" well vent
- Misc. installation materials including airline, banding, tape, etc.
- Scope includes labor for installation of pump assembly.
- Scope includes labor for startup testing.
- Any additional pumping beyond the hours called out in specs for obtaining water clarity are at additional hourly rate.
- HSLA casing flange and vent will be carbon steel and field applied epoxy coating.
- No surface electrical controls are being provided.
- No surface piping is included.
- The placement of transducer cable from monitoring well back to electrical building adjacent to ASR well is by others. Any trenching and conduit for electrical lines or control lines is excluded.



TRWD Monitoring Well - Permanent Pump Equipment Cost Estimate					
Item #	Description	Unit	Qty.	Unit Cost	Total Cost
1	Mobilize, install downhole equipment, install discharge head, and demobilize.	LS	1	\$ 10,200.00	\$ 10,200.00
2	Furnish all downhole equipment (as detailed above)	LS	1	\$ 39,500.00	\$ 39,500.00
3	Startup procedure.	LS	1	\$ 1,000.00	\$ 1,000.00
					<b>\$ 50,700.00</b>

Please contact our office at your earliest convenience with any questions or concerns you may have.

Sincerely,

**Hydro Resources**

*Wesley Box*

Wesley Box  
Business Development  
Mid Continent Region  
[wbox@hydroresources.com](mailto:wbox@hydroresources.com)

*Jason Barnum*

Jason Barnum  
Vice President - Business Development  
Hydro Resources, Inc  
[jbarnum@hydroresources.com](mailto:jbarnum@hydroresources.com)

## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 8

**DATE:** November 19, 2024

**SUBJECT:** Consider Approval of Contract with Kelm Engineering for Vibration Analysis Support Services

**FUNDING:** Fiscal Year 2025 Revenue Fund - \$35,000

#### RECOMMENDATION:

Management recommends approval of an annual service contract **in an amount not-to-exceed \$33,000 annually** with an option to renew for four (4) additional one-year periods with Kelm Engineering for vibration analysis support services.

#### DISCUSSION:

Routine vibration analysis is a fundamental reliability practice for assessing the health and condition of the District's 66 pumps and motors. Excessive vibrations not only lead to mechanical fatigue and wear but can also signal potential operational issues, some of which can be catastrophic if left unchecked. Monitoring vibrations promotes the longevity of the equipment, maintains operational efficiency, and protects against unplanned downtimes.

Kelm Engineering has been performing remote vibration analysis on a monthly basis for the District since 2016 and has built a history of District pumps and motors for trending vibration levels. This helps identify problematic areas sooner. In addition to the monthly vibration reports provided by Kelm, they will also provide 24/7 emergency analysis and have a local certified analyst that can perform on site analysis upon receipt of written District staff authorization in accordance with the attached scope of work and billing rates.

To support District staff in evaluating rotating machinery behavior and condition, quarterly meetings will be held with Kelm and District operations staff to review reports and discuss action items needed.

Request for Statement of Qualifications was solicited per statute (Texas Government Code Chapter 2254), and three submittals were received. All three submittals included in the attached list of submitting firms were reviewed and evaluated, and Kelm was deemed to be the most qualified firm for these services.

Kelm is a prime, non-certified diverse business and will have no subcontractors for this contract.

This item was reviewed by the Construction and Operations Committee on November 14,

2024.

**Submitted By:**

Jason Gehrig, P.E.  
Infrastructure Engineering Director



**List of Submitting Firms**

**RFSOQ No. 24-150  
Vibration Analysis**

<b>Due Date and Time:</b>	July 23, 2024, at 02:00 p.m. CT
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<b>Name of Firm</b>
4X Diagnostics, LLC
Corelusa Plant Services, Inc
Kelm Engineering, LLC





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Proposal: 13613 RevA

Subject: Vibration Analysis Support Services for TRWD

Date: October 25, 2024

## **I. Introduction and Background**

Tarrant Regional Water District desires to have an engineering contract to assist in analysis of vibration data from pumps that have greater than 48 hours runtime during any given month. These pumps can be monitored and accessed remotely by Kelm Engineering, LLC. Kelm Engineering, LLC was contacted to review data monthly and assist in additional analysis as required.

Kelm Engineering, LLC has provided similar services for TRWD since 2017.

## **II. Customer Information**

Customer contacts: **George Kelly – [George.kelly@trwd.com](mailto:George.kelly@trwd.com)**

Site location: Fort Worth, TX

Plant name/description: Various Pump Stations

## **III. Technical Description**

Kelm Engineering, LLC will remotely access the existing TRWD AMS Database through a remote connection provided by TRWD and conduct a monthly review of all operating pumps with at least 48 hours of runtime. Any equipment or instrumentation issues will be identified and communicated to the primary TRWD contacts in a monthly report. Kelm Engineering, LLC will also participate in quarterly review meetings with TRWD staff to discuss any outstanding equipment or instrumentation issues that require action.

## **IV. Cost**

Monthly cost will include review of data on running pumps as well as discussion with TRWD employees as required for additional analysis for pumps when requested.

Monthly cost is quoted for a lump sum price of **\$2,750/month**. Services will be invoiced monthly.



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Any additional work scope including pump troubleshooting, or any on-site activities will be quoted separately and billed in accordance with the attached rate sheet.

**V. Notes and Exceptions**

- A. Limits of Liability. See Kelm Engineering contractual information form attached.
- B. Proposal is valid for 30 days unless otherwise stated.

**VI. Payment Terms**

Payment terms are net 30 after receipt of invoice.

Prepared by:

A handwritten signature in blue ink, appearing to read 'Ray Kelm'.

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Ray Kelm  
President  
Kelm Engineering, LLC

## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 9

**DATE:** November 19, 2024

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

**FUNDING:** Bond Fund

#### **RECOMMENDATION:**

Management recommends approval of a change order **in the amount of \$358,477.38** with BAR Constructors, Inc. for the Kennedale Balancing Reservoir Yard Piping, Inlet and Outlet Modification Project. The current contract price is \$40,658,304.27, and the revised contract price, including this change order, will be \$41,016,781.65.

#### **DISCUSSION:**

The purpose of this change order is to add a 120-in by 72-in steel tee fitting in the ten-foot diameter Cell 1 inlet piping as part of the Kennedale Balancing Reservoir Yard Piping, Inlet and Outlet Modification Project. Installing this additional tee now as part of the current construction contract will facilitate a more efficient tie-in for future flow capacity improvements expected to be constructed within the next five years.

The District is replacing and upsizing its aged Cedar Creek pipeline from the Midlothian area to the Kennedale Balancing Reservoir in the coming years, increasing in pipeline size and water transmission flow capacity. This change order to install an additional tee into the Cell 1 inlet piping parallel to the already installed tie-in provides increased flow capacity and operational flexibility. By having the current mobilized contractor perform the installation of this additional tee, future risks are reduced in this construction area where multiple buried parallel transmission pipelines are installed in a very congested area adjacent to the balancing reservoir cell 1 embankment toe of slope. This change order reflects the costs associated with materials and installation of the 120-inch by 72-inch tee and dished head plug.

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

This item was reviewed by the Construction and Operations Committee on November 14, 2024.

#### **Submitted By:**

Jason Gehrig, PE  
Infrastructure Engineering Director



# Memo

**TO:** Donna Stephens  
**FROM:** Mark Lyon  
**COPY:** Robert Allen  
**DATE:** October 31, 2024  
**SUBJECT:** Consider Approval of a Change Order with BAR Constructors, Inc. for the Kennedale Balancing Reservoir Yard Piping, Inlet and Outlet Modifications Project.

The purpose of this Memo is to document the items proposed in Change Order 0014.

Addition of 120-in by 72-in Tee for Cell 1 Inlet	\$358,477.38
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The original contract value was \$40,505,600.00. Approved change orders to date totaling \$152,704.27 places the current contract value at \$40,658,304.27. The total amount of this change order of \$358,477.38 increases the total contract value to \$41,016,781.65.

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

**Change Order No.:** 0014      **Date:** \_\_\_\_\_

**Funding Source:** Bond

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

**RE: RCP0012 Addition of 120-in by 72-in Tee for Cell 1 Inlet**  
**RE: CP0056 -120x72 Tee at Cell 1 Inlet (RCP0012)**

- |   |              |
|---|--------------|
| 1. Labor, Material, and Equipment: 1 @ \$358,477.38 | \$358,477.38 |
| 2. 30 Additional Calendar Days                      | 30 Days      |

**Net Change to Contract Amount:** **30 Days**      **\$358,477.38**

*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.*

<b>a Original Contract Price</b>	\$40,505,600.00
<b>b Previously Approved Change Order Amounts</b>	\$152,704.27
<b>c Adjusted Contract Price ( a + b )</b>	\$40,658,304.27
<b>d Change Order Amount</b>	\$358,477.38
<b>e Revised Contract Price ( c + d )</b>	\$41,016,781.65

**f Percent Change to Date:** 1.26%      **g Change in Days this Change Order:** 30

<b>Completion Dates:</b>		<b>Original</b>	<b>Previous</b>	<b>Current</b>
<b>Substantial</b>	<b>h</b>	04/04/2024	<b>i</b>	12/30/2024
			<b>j</b>	01/29/2025
<b>Final</b>	<b>k</b>	06/03/2024	<b>l</b>	02/28/2025
			<b>m</b>	03/30/2025

**Recommended by:** Project Construction Manager  
  
 Name \_\_\_\_\_ Date 10/31/2024

**Approved by:** BAR Constructors, Inc.  
  
 Name \_\_\_\_\_ Date 10/31/2024

**Recommended by:** TRWD Project Manager  
  
 Name \_\_\_\_\_ Date 10/31/2024

**Approved by:** Tarrant Regional Water District  
 Name \_\_\_\_\_ Date \_\_\_\_\_



## SUBMITTAL COVER SHEET

TRWD  
KBR Yard Piping and Inlet Modifications  
CSP 21-147

### Submittal Information

**File Number:** CP0056

**Spec Section:** 02626 Steel Pipe

**Drawing Reference:** PL-115

**Description:** 120x72 Tee at Cell 1 Inlet (RCP0012)

### Explanations / Notes:

Response to RCP0012 price request for an additional 120x72 Tee at Cell 1 Inlet:

- Additional Cost: \$358,477.38 (see breakdown below)
- Additional Time: 30 calendar days

### Substitution / Equal / As Specified:

REVIEWED BY: RT  
BAR CONSTRUCTORS, INC.

DATE: 10/23/2024

TRANS#: CP0056

BAR Constructors, Inc. represents that we have determined and verified all field dimensions and measurements, field construction criteria, materials, catalog numbers, and similar data, and that we have checked with the requirements of the Work and Contract Documents.

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

<b>Change Proposal No.</b>	<u>CP0056</u>	<b>Date</b>	<u>10/23/2024</u>
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<b>Cost Summary</b>			
<b>Payroll Cost</b>			
Payroll markup at payroll multiplier of	15%		\$ 73,880.75
Payroll cost with markup			\$ 11,082.11
<b>Materials and Equipment (M&amp;E)</b>			\$ 84,962.86
M&E markup at M&E multiplier of	15%		\$ 138,366.50
Materials cost with markup			\$ 20,754.98
<b>Subcontractor Cost</b>			\$ 159,121.48
Subcontractor markup at subcontractor multiplier of	5%		\$ 24,000.00
Subcontractor cost with markup			\$ 1,200.00
<b>Construction Equipment Cost</b>			\$ 25,200.00
Construction equipment markup at equipment multiplier of	15%		\$ 69,956.25
Construction Equipment cost with markup			\$ 10,493.44
<b>Supplemental Cost other than Construction Equipment</b>			\$ 80,449.69
Supplemental Cost markup at equipment multiplier of	0%		\$ -
Supplemental Cost with markup			\$ -
<b>Bonds and Insurance</b>			\$ -
<b>Total Change Proposal Cost</b>			\$ 8,743.35
			\$ 358,477.38

<b>Contract Time Summary</b>			
Date of Notice to Proceed	<u>1/25/2022</u>		
Original days to Substantial Completion	<u>800</u>	Original days to Final Completion	<u>860</u>
Original Substantial Completion date	<u>4/4/2024</u>	Original Final Completion date	<u>6/3/2024</u>
Change in Substantial Completion Contract Days to Date	<u>270</u>	Change in Final Completion Contract Days to Date	<u>270</u>
Current days to Substantial Completion	<u>12/30/2024</u>	Current days to Final Completion	<u>2/28/2025</u>
Requested change in Substantial Completion Contract Days	<u>30</u>	Requested change in Final Completion Contract Days	<u>30</u>
Proposed Change in Substantial Completion Contract Date	<u>1/29/2025</u>	Proposed Change in Final Completion Contract Date	<u>3/30/2025</u>

*The undersigned certifies for Contractor that the compensation requested for this Change Proposal is the full, complete, and final compensation for all costs Contractor may incur because 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 because of this Change Proposal. Requested changes in Contract Times are the complete and final adjustments for impacts to the ability of Contractor to complete the Work within the Contract Times and are the only adjustments to which Contractor is entitled. All terms and provisions of the Contract Documents remain in effect except as specifically modified by this Change Proposal.*

<u><i>Hunter Huddleston</i></u>	<u>10/23/2024</u>
Signature	Date

**Description of Modifications**

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

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

**RE: Cell 1 Inlet Pipe Additional tee**

- Reference plan sheet PL\_-115, C\_-110, and approved pipe submittals SD0057A and SD0001A.

TRWD would like to install a 120-in by 72-in tee on the Cell 1 inlet pipe for a future 72-in connection to be designed and installed in a later contract. This proposed tee would be installed north of the CC pipeline (Line 3D1) on the 120-in inlet pipeline (3D2) before the inlet structure. The center of the proposed tee will need to be installed at approximately at STA 1+75.60 on the Cell 1 Inlet Pipe (Line 3D2). Additionally, the proposed conduit in this area will need to be re-routed to avoid the proposed tee construction. The 72-in outlet pipe will be constructed with a dish head plug and allowance for the future 72-in connection pipeline (refer to detail 7 and 01666 on sheet DT\_-501). The proposed tee will be cut in and reconnected to the main line pipe via buttstrap connections (detail 02626/003 on DT\_-501). The 120-in section of the tee will be encased in the typical concrete encasement, while the 72-in outlet portion will be flowable fill encased to allow for future excavation (refer to detail 1 and 2 on DT\_-500).

Provided below is an addition to the table on detail sheet DT\_-509 indicating the steel pipe tee crotch plate dimensions.

No.	Fitting	Design press.	Run Pipe				Outlet Pipe				Collar			Crotch Plate, note 10			
			ID	Steel ID	Steel Thck	Steel OD	ID	Steel ID	Steel Thck	Steel OD	A	OD	B	DW	DB	DT	B
24	120"x72" Tee	175	120	121.5	0.833	123.2	72	73.5	0.522	74.5	-	-	-	49.0	49.0	18.0	1.75

**Approved by:** Andrew Richardson, P.E.



Andrew Richardson, P.E.

09/24/24

Date



Texas Registered Engineering Firm -2144



## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 10

**DATE:** November 19, 2024

**SUBJECT:** Consider Approval of Amendments to Downtown Tax Increment Financing (TIF 3) and Lancaster Tax Financing (TIF 8)

**FUNDING:** Fiscal Year 2025 General Fund Budget

#### **RECOMMENDATION:**

Management recommends approval of approval of amendments to the participation agreements with the City of Fort Worth for TIF 3 and TIF 8 to reflect i) continued participation through their extended terms, ending December 31, 2044, ii) amended Project and Financing Plans, and iii) a reduction in Tarrant Regional Water District's (the District) participation rate to be 35% for both TIF 3 and TIF 8.

#### **DISCUSSION:**

TIF 3 expires December 31, 2025 and TIF 8 expires December 31, 2024. Both TIFs have been important tools to support downtown investments and various public/private projects. TIFs 3 and 8 have seen significant success and accomplished major objectives but both have remaining needs and project opportunities. To achieve these needs and projects the terms of the TIFs need to be expanded to end on December 31, 2044.

With the announcement of the expansion planned by Texas A&M, the priority of partnering with Texas A&M, along with other potential projects outside of Texas A&M, the District agrees to the amendment of the TIF 3 and TIF 8 agreements to extend the life of the TIFs so additional development can occur in the area covered by the TIFs.

The amendment of these TIFs will also allow the District to decrease its participation from 40% to 35% allowing the District to increase the amount of taxes received on the property included in the boundaries of TIF 3 and TIF8.

The potential for growth in these areas will create the opportunity for the District to receive higher tax amounts upon the expiration of the TIFs.

Attached is a resolution authorizing the execution of the amendments.

This item was reviewed by the Administration and Policy Committee on November 12, 2024.

#### **Submitted By:**

Linda Christie  
Government Affairs Director

**A RESOLUTION AUTHORIZING EXECUTION OF AMENDMENTS  
TO AGREEMENTS TO PARTICIPATE IN  
TAX INCREMENT REINVESTMENT ZONE NUMBER THREE,  
CITY OF FORT WORTH, TEXAS (DOWNTOWN TIF) AND  
TAX INCREMENT REINVESTMENT ZONE NUMBER EIGHT,  
CITY OF FORT WORTH, TEXAS (LANCASTER TIF)**

**TIF 3**

WHEREAS, pursuant to Ordinance No. 12324, adopted by the City Council of Fort Worth, Texas (the "City") on December 19, 1995, the City created Tax Increment Reinvestment Zone Number Three, City of Fort Worth, Texas, as subsequently enlarged pursuant to Ordinance No. 14795, adopted on October 2, 2001, and Ordinance No. 14839, adopted on October 30, 2001 and as reduced pursuant to Ordinance No. 15317, adopted on November 5, 2002, and pursuant to Ordinance No. 15442 adopted on February 18, 2003 (as adopted and modified the "Downtown TIF"); and

WHEREAS, on or about May 10, 1996, Tarrant County Water Control and Improvement District Number One dba the Tarrant Regional Water District (the "District") entered into a written agreement with the City (the "Downtown TIF Agreement") to contribute certain tax increments generated by property located within the boundaries of the Downtown TIF, which Downtown TIF Agreement was subsequently amended by mutual consent; and

WHEREAS, pursuant to the Downtown TIF Agreement, as amended, the District agreed to contribute tax increment up to the point at which the Downtown TIF had committed or otherwise obligated itself to \$72 million in project costs, as defined in Section 311.002 of the Texas Tax Code; and

WHEREAS, the Downtown TIF was slated to expire on December 31, 2025; and

WHEREAS, on October 15, 2024, the Fort Worth City Council voted to extend the Downtown TIF through December 31, 2044;

**TIF 8**

WHEREAS, pursuant to Ordinance No. 15775, adopted by the City Council of Fort Worth, Texas (the "City") on December 2, 2003, the City created Tax Increment Reinvestment Zone Number Eight, City of Fort Worth, Texas (the "Lancaster TIF"); and

WHEREAS, on or about May 9, 2006, the District entered into a written agreement with the City (the "Lancaster TIF Agreement") to contribute certain tax increments generated by property located within the boundaries of the Lancaster TIF, which Lancaster TIF Agreement was subsequently amended by mutual consent; and

WHEREAS, pursuant to the Lancaster TIF Agreement, as amended, the District agreed to contribute tax increment up to the point at which the Lancaster TIF had committed or otherwise obligated itself to \$72 million in project costs, as defined in Section 311.002 of the Texas Tax Code; and

WHEREAS, the Lancaster TIF was slated to expire on December 31, 2024; and

WHEREAS, on October 29, 2024, the Fort Worth City Council voted to extend the Lancaster TIF through December 31, 2044;

### **Continuance and Conformity**

WHEREAS, both TIFs have contributed to substantial growth within their respective zones, which growth has in turn benefitted the District in the form on increased property tax revenues; and

WHEREAS, substantial portions of both the Downtown TIF and the Lancaster TIF remain underdeveloped based on recent evaluations; and

WHEREAS, major projects are currently under development along the boundaries of the Downtown TIF and the Lancaster TIF, including a new law school and innovation campus for the Texas A&M University System and the redevelopment of the Fort Worth Convention Center; and

WHEREAS, the City has advised the District that it intends to extend both the Downtown TIF and the Lancaster TIF through 2044 to benefit the in-development projects and aid in more fully develop underperforming parcels within the two TIFs; and

WHEREAS, the District finds it advisable to continue its participation in the two TIFs and authorize certain revisions to the participation agreements;

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

That the President is hereby authorized to execute the attached amendments to the Downtown TIF Agreement and the Lancaster TIF Agreement, providing that the District will contribute thirty five percent (35%) of the tax increment generated by property located in the Downtown TIF to the Tax Increment Fund of the Downtown TIF (the "TIF Fund") until such time as the Downtown TIF has committed or otherwise obligated itself to \$72 million toward project costs, as defined in Section 311.002 of the Texas Tax Code, or other financial obligations; provided, however, that after the Downtown TIF has committed \$50 million toward project costs or other financial obligations, any tax increment contributions by the District to the TIF Fund shall be reserved solely for new project costs or other financial obligations committed to by the Downtown TIF on or after February 17, 2003 and may not be applied toward any

project costs or other financial obligations committed by the Downtown TIF that were existing before February 17, 2003.

**BE IT FURTHER RESOLVED** that a copy of this Resolution be placed in the minutes of the Board.

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President  
Board of Directors

ATTEST:

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Secretary  
Board of Directors

**TARRANT REGIONAL WATER DISTRICT**

**AGENDA ITEM 11**

**DATE:** November 19, 2024

**SUBJECT:** Consider Board Appointments for Tax Increment Financing Districts

**FUNDING:** N/A

**DISCUSSION:**

As of December 31, 2024, Tarrant Regional Water District appointments to the Tax Increment Financing (TIF) Districts listed below will expire and require new appointments. In accordance with statute, each taxing authority makes recommendations for its Board representatives to the City. The recommended appointments beginning January 1, 2025 are:

<b>TRWD TIF APPOINTMENTS</b>	
<b>TIF District</b>	<b>Appointee(s)</b>
3 Downtown	Leah King
6 Riverfront	Dan Buhman
12 East Berry Renaissance	Dan Buhman
13 Woodhaven	Dan Buhman
14 Trinity Lakes	Dan Buhman
15 Stockyards	Leah King

Approval by this Board shall serve as a notification to the City Council of Fort Worth for TRWD's appointments to the governing body of the TIFs referenced above.

This item was reviewed by the Administration and Policy Committee on November 12, 2024.

**Submitted By:**

Linda Christie  
Government Affairs Director

## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 13

**DATE:** November 19, 2024

**SUBJECT:** Executive Session

**FUNDING:** N/A

#### **RECOMMENDATION:**

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

Section 551.072 of the Texas Government Code, to Deliberate the Purchase, Exchange, Lease or Value of Real Property related to Cedar Creek Wetlands; and

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

#### **DISCUSSION:**

- Pending litigation
- Real property issues
- Personnel matters

#### **Submitted By:**

Stephen Tatum  
General Counsel

## TARRANT REGIONAL WATER DISTRICT

### AGENDA ITEM 14

**DATE:** November 19, 2024

**SUBJECT:** Discuss and Consider Approval of General Manager Compensation Package for Remainder of 2024 and 2025

**FUNDING:** Fiscal Year 2025 General Fund Budget

**RECOMMENDATION:**

The Board of Directors may recommend and take action to change the General Manager's compensation for the remainder of 2024 and 2025.

**DISCUSSION:**

Dan Buhman was hired as the General Manager of Tarrant Regional Water District effective July 1, 2021. On November 14, 2023, the Board of Directors completed his annual performance evaluation for 2023 and changed his compensation package.

In September 2024, the Board of Directors engaged Thompson & Horton, LLP to conduct the third 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 2024 and 2025, to be effective on his last November 2024 paycheck.

**Submitted By:**

Kathryn Long, Partner  
Thompson & Horton, LLP

Stephen Tatum  
General Counsel

**TARRANT REGIONAL WATER DISTRICT**

**AGENDA ITEM 15**

**DATE:** November 19, 2024

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

**DISCUSSION:**

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



## Next Scheduled Board Meeting

December 17, 2024 at 9:00 AM