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 15th Day of April 2025 at 9:00 a.m.
Front Doors to the Main Admin Building at 800 East Northside Drive Will Open to the Public at 8:30 a.m. and Close Fifteen (15) Minutes After the Meeting Adjourns

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

PLEASE BE ADVISED THAT A QUORUM OF THE BOARD OF DIRECTORS OF TRWD WILL CONVENE ON THE ABOVE DATE AND TIME FOR THE PURPOSE OF CONSIDERING AND ACTING UPON THE MATTERS SET FORTH IN THIS AGENDA. THE LINK TO VIEW AND LISTEN TO THE MEETING VIA INTERNET IS HTTPS://WWW.TRWD.COM/BOARDVIDEOS. A RECORDING OF THE MEETING WILL ALSO BE AVAILABLE AT HTTPS://WWW.TRWD.COM/BOARDVIDEOS.

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1. Pledges of Allegiance

2. Public Comment

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

3. Consider Approval of the Minutes from the Meeting Held on March 25, 2025

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 Contract to Replace Roofs at Richland-Chambers Lake Pump Station and Cedar Creek Lake Pump Station**
- **Consider Approval of Contract for Repair of the Joint Booster Pump Station #3 Driveway**
- **Consider Approval of Contract to Furnish and Deliver Sodium Hypochlorite to Richland-Chambers Lake Pump Station**

5. Consider Approval of Contract Amendment with Freese and Nichols, Inc. for Design of Section 16 Pipeline and Environmental Permitting of Phase 4 of the Integrated Pipeline Project - Ed Weaver, IPL Program Manager

6. Consider Approval of Letter of Agreement for Co-Funding by Tarrant Regional Water District for The Water Research Foundation Project #5336 "Design Guidelines for Direct-Bury Large-Diameter Butterfly Valves" - Ed Weaver, IPL Program Manager

7. Consider Approval of Contract with BAR Constructors, Inc. for Aquifer Storage and Recovery Well Demonstration Study - Surface Facilities - Zachary Huff, Water Resources Engineering Director

8. Consider Approval of Interlocal Agreement with the City of Fort Worth for Riverside Park Kayak Launch and Trail Extension - Darrell Beason, Chief Operations Officer

9. Consider Appointment of Director to the Board of Directors of the Trinity River Vision Authority - Dan Buhman, General Manager

10. Presentations

- **Water Resources - Rachel Ickert, Chief Engineering Officer**
- **Capital Improvement Plan - Rachel Ickert, Chief Engineering Officer**
- **General Manager Goals - Dan Buhman, General Manager**

11. Executive Session under Texas Government Code:

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

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

Section 551.076 of the Texas Government Code Regarding Security Devices or Security Audits

12. **Consider Approval of Contract with Flair Data Systems for Network Equipment and Support to Maintain the Fort Worth and JB3 Data Centers - Travis Bird, Director of Information Services**

13. **Future Agenda Items**

14. **Schedule Next Board Meeting**

15. **Adjourn**

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF
TARRANT REGIONAL WATER DISTRICT
HELD ON THE 25th DAY OF MARCH 2025 AT 9:00 A.M.

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

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

Also present were Dan Buhman, Chris Akers, Susan Alanis, Airin Barnett, Darrell Beason, Kate Beck, Steve Chrisitan, Dustan Compton, Ellie Garcia, Rachel Ickert, Laramie LaRue, Sandy Newby, Stephen Tatum and Ed Weaver of the Tarrant Regional Water District (District or TRWD).

1.

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

2.

Public comment was received from Eric Crile, who spoke regarding Tarrant Appraisal District presentation.

3.

Director Hill moved to approve the minutes from the meeting held on February 18, 2025. Director Team seconded the motion, and the votes were 5 in favor, 0 against. It was accordingly ordered that these minutes be placed in the permanent files of the District.

4.

With the recommendation of management, Director Motheral moved to approve a contract in the amount of $12,435,850 with Lambda Construction, Ltd. for construction of the Integrated Pipeline Lake Palestine Pump Station - High Voltage Substation Project. In addition, the General Manager or his designee is granted authority to execute all documents associated with this contract. Funding for this item is included in the Dallas Bond Fund. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against.

5.

With the recommendation of management, Director Team moved to approve a contract in the amount of $39,978 with Crossroads Audio, Inc to provide sound and lighting for Fort Worth's Fourth. This contract is for one (1) year with four (4) additional one-year renewal options, for a potential total spend of $199,890. Funding for this item is included in the Fiscal Year 2025 General Fund Budget. Director Motheral seconded the motion, and the votes were 5 in favor, 0 against.

6.

With the recommendation of management, Director Team moved to approve a contract in the amount of $45,726 with Taylor's Rental Equipment, Co. to provide tents, tables and miscellaneous rentals for Fort Worth's Fourth. This contract is for one (1) year with four (4) additional one-year renewal options, for a potential total spend of $228,630. Funding for this item is included in the Fiscal Year 2025 General Fund Budget. Director Kelleher seconded the motion, and the votes were 5 in favor, 0 against.

7.

With the recommendation of management, Director Team moved to approve a contract in the amount of $228,821.20 with Tarrant County Elections Administrator's Office for election services to fill three (3) seats on the District's Board of Directors at the May 3, 2025, election. The contract is made pursuant to Texas Election Code Sections 31.092 and 271.002. Funding for this item is included in the Fiscal Year 2025 General Fund Budget. Director Motheral seconded the motion, and the votes were 5 in favor, 0 against.

8.

With the recommendation of management, Director Team moved to authorize the General Manager to sign the Participation Agreement to Pay Assessments associated with the Public Improvement District (PID) for Panther Island by the City of Fort Worth. Payments, at an approximate amount of $150,000 per year, would begin in Fiscal Year 2026. On December 17, 2024, the Board authorized the General Manager to sign the landowners' petition requesting establishment of the Operating PID for Panther Island. At that time, the City of Fort Worth advised that the District was able to sign the creation petition as a tax-exempt entity that agreed to self-assess and contribute to the PID. Since that time, the City determined that it is legally prudent to create the PID without the District counting towards the minimum property owner threshold. As a result, this action authorizes the General Manager to sign the Participation Agreement while relying on private property owners to petition for the PID. Funding for this item is included in the General Fund Budget. Director Motheral seconded the motion, and the votes were 5 in favor, 0 against.

9.

Presentations

- Water Resources presented by Rachel Ickert, Chief Engineering Officer
- Tarrant Appraisal District Appointment presented by Stephen Tatum, General Counsel

The Board of Directors recessed for a break from 9:37 a.m. to 9:42 a.m.

10.

The Board next held an Executive Session commencing at 9:42 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, Regarding a Draft Development Agreement on Panther Island; and Section 551.072 of the Texas Government Code to Deliberate the Purchase, Exchange, Lease or Value of Real Property on Panther Island.

Upon completion of the executive session at 10:42 a.m., the President reopened the meeting.

11.

With the recommendation of management, Director King moved to approve authorization to acquire interests in the following described land, which is necessary for the public use and purpose of construction and operation of the Panther Island Canals Project, whether by eminent domain or by purchase.

Fee-simple title to the surface estate only, together with a waiver of all surface rights and all buildings and improvements located on a 10,000 square foot (0.2296 acre) tract of land situated in the Adolphe Gouhenant Survey, Abstract No. 582,

City of Fort Worth, Tarrant County, Texas, and being all of Lots 14, 15, 34, and 35, Block 10, North Fort Worth, an addition to the City of Fort Worth according to the plat recorded in Volume 63, Page 149, Plat Records, Tarrant County, Texas, and being part of a tract of land described as Tract 1 in General Warranty Deed to Dean Ventures, LLC recorded in Instrument No. D221170297, Official Public Records, Tarrant County, Texas, and being more particularly described in the accompanying resolution and by metes and bounds on the survey attached thereto.

Fee-simple title to the surface estate only, together with a waiver of all surface rights and all buildings and improvements located on a 26,666 square foot (0.6122 acre) tract of land situated in the Adolphe Gouhenant Survey, Abstract No. 582, City of Fort Worth, Tarrant County, Texas, and being all of Lots 13, 14, 15, 16, 17, 32, 33, 34, 35, and 36, and a portion of Lots 18 and 31, Block 9, North Fort Worth, an addition to the City of Fort Worth according to the plat recorded in Volume 63, Page 149, Plat Records, Tarrant County, Texas, and being all of a called 0.61 acre tract of land described in Special Warranty Deed to Miller International Inc. recorded in Instrument No. D222076350, Official Public Records, Tarrant County, Texas, and being more particularly described in the accompanying resolution and by metes and bounds on the survey attached thereto.

LEGAL DESCRIPTION

BEING a 10,000 square foot (0.2296 acre) tract of land situated in the Adolphe Gouhenant Survey, Abstract No. 582, City of Fort Worth, Tarrant County, Texas, and being all of Lots 14, 15, 34, and 35, Block 10, North Fort Worth, an addition to the City of Forth Worth according to the plat recorded in Volume 63, Page 149, Plat Records, Tarrant County, Texas, and being part of a tract of land described as Tract 1 in General Warranty Deed to Dean Ventures, LLC recorded in Instrument No. D221170297, Official Public Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped “GORRONDONA” found at the southwest corner of said Lot 14, and being in the east right-of-way line of North Main Street, from which a 1/2-inch iron rod found bears South 21°13'07” West, a distance of 0.83 feet, and from which an “+” cut found at the southwest corner of said Block 10 bears South 30°01'08” East, a distance of 325.00 feet;

THENCE North 30°01'08" West, along the said east right-of-way line, a distance of 50.00 feet to a 5/8-inch iron rod with cap stamped “KHA” set for corner, being the northwest corner of said Lot 15;

THENCE North 59°58'52" East, departing the said east right-of-way line, a distance of 200.00 feet to a 5/8-inch iron rod with cap stamped “KHA” set for corner, being the northeast corner of said Lot 34, and being in the west right-of-way line North Commerce Street, a 70-foot right-of-way line;

THENCE South 30°01'08" East, along the said west right-of-way line, a distance of 50.00 feet to a point for corner, being the southeast corner of said Lot 35, from which a 1/2-inch iron rod found bears North 30°01'08” West, a distance of 0.22 feet, and from which a 1/2-inch iron rod found at the southeast corner of said Block 10 bears South 30°01'08" East, a distance of 325.00 feet;

THENCE South 59°58'52" West, departing the said west right-of-way line, a distance of 200.00 feet to the **POINT OF BEGINNING** and containing 10,000 square feet or 0.2296 acres of land, more or less.

NOTES

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202). A survey plat of even survey date herewith accompanies this metes and bounds description.

I hereby certify that this survey substantially complies with the current Texas Society of Professional Land Surveyors Standards and Specifications for a Category 1A Condition II Survey.

JOSHUA D. WARGO
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6391
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
josh.wargo@kimley-horn.com

STATE OF TEXAS
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LAND TITLE SURVEY
0.2296 ACRES
ADOLPHE GOUHENANT SURVEY
ABSTRACT NO. 582
CITY OF FORT WORTH
TARRANT COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	DMD	JDW	10/24/2024	061059016	1 OF 2

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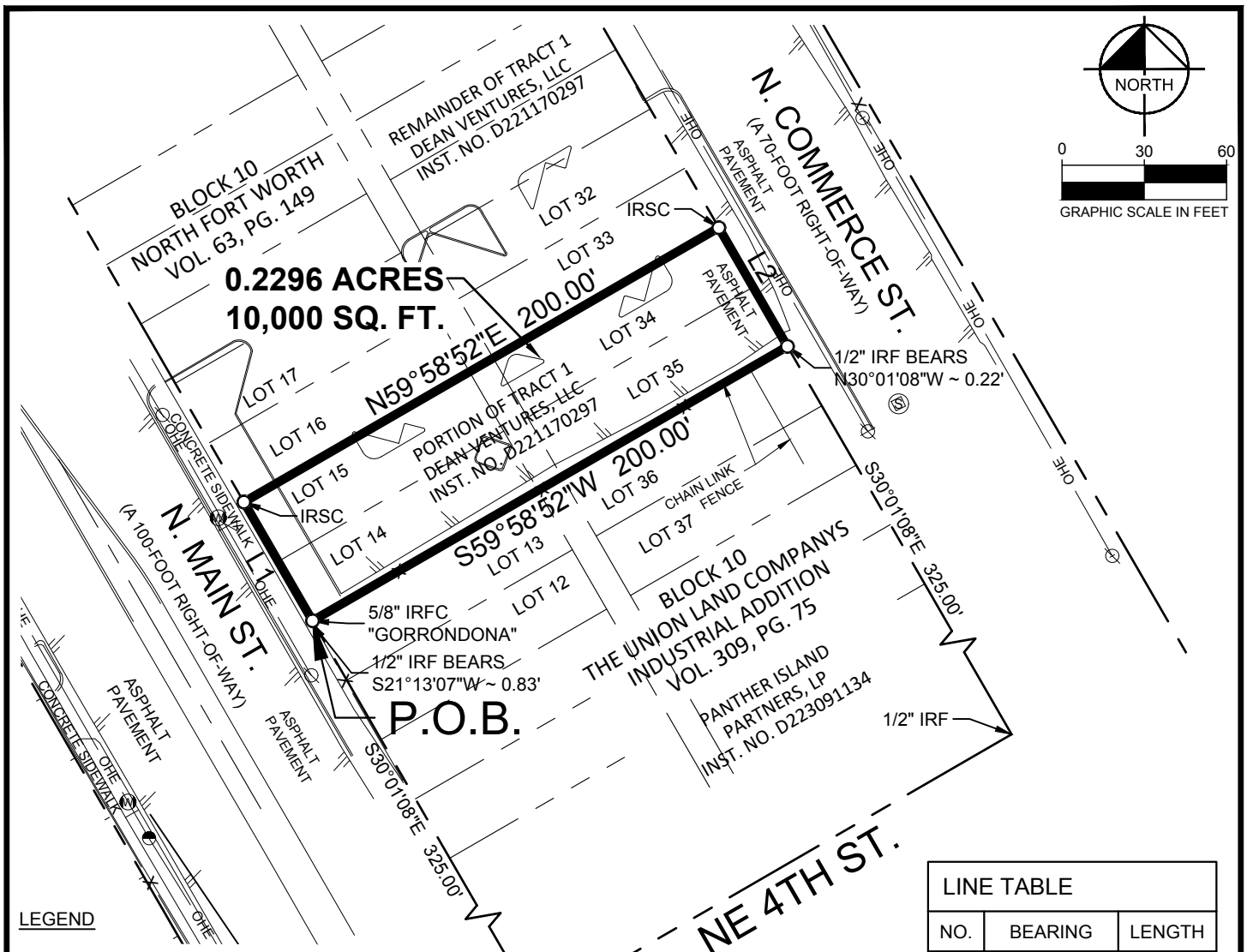

LEGEND

P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND
IRF = IRON ROD FOUND
XF = "+" CUT FOUND

LINE TABLE		
NO.	BEARING	LENGTH
L1	N30°01'08"W	50.00'
L2	S30°01'08"E	50.00'

NOTES

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BEGINNING at a 1/2-inch iron rod with cap found at the southeast corner of the said called 0.61 acre tract, and being at the southeast corner of said Lot 13, and being in the west right-of-way line of North Main Street, a 100-foot right-of-way;

THENCE South 59°58'52" West, along the south line of the said called 0.61 acre tract, a distance of 200.00 feet to a 5/8-inch iron rod with cap stamped “KHA” set for corner, being the southwest corner of the said called 0.61 acre tract, and being the southwest corner of said Lot 36, and being in the east right-of-way line of Houston Street, a 70-foot right-of-way, from which a 1/2-inch iron rod found bears South 36°49'30” West, a distance of 0.39 feet, and from which a 3/8-inch iron rod found for the southwest corner of Lot 44, said Block 9 bears South 30°01'08” East, a distance of 200.00 feet;

THENCE North 30°01'08" West, along the west line of the said called 0.61 acre tract, and along the said east right-of-way line, a distance of 133.33 feet to a 5/8-inch iron rod with cap stamped “KHA” set for corner, being the northwest corner of the said called 0.61 acre tract;

THENCE North 59°58'52" East, departing the said east right-of-way line, and along the north line of the said called 0.61 acre tract, a distance of 200.00 feet to a 5/8-inch iron rod found for corner, being the northeast corner of the said called 0.61 acre tract, and being in the aforementioned west right-of-way line of North Main Street;

THENCE South 30°01'08" East, along the east line of the said called 0.61 acre tract, and along the said west right-of-way line, a distance of 133.33 feet to the **POINT OF BEGINNING** and containing 26,666 square feet or 0.6122 acres of land, more or less.

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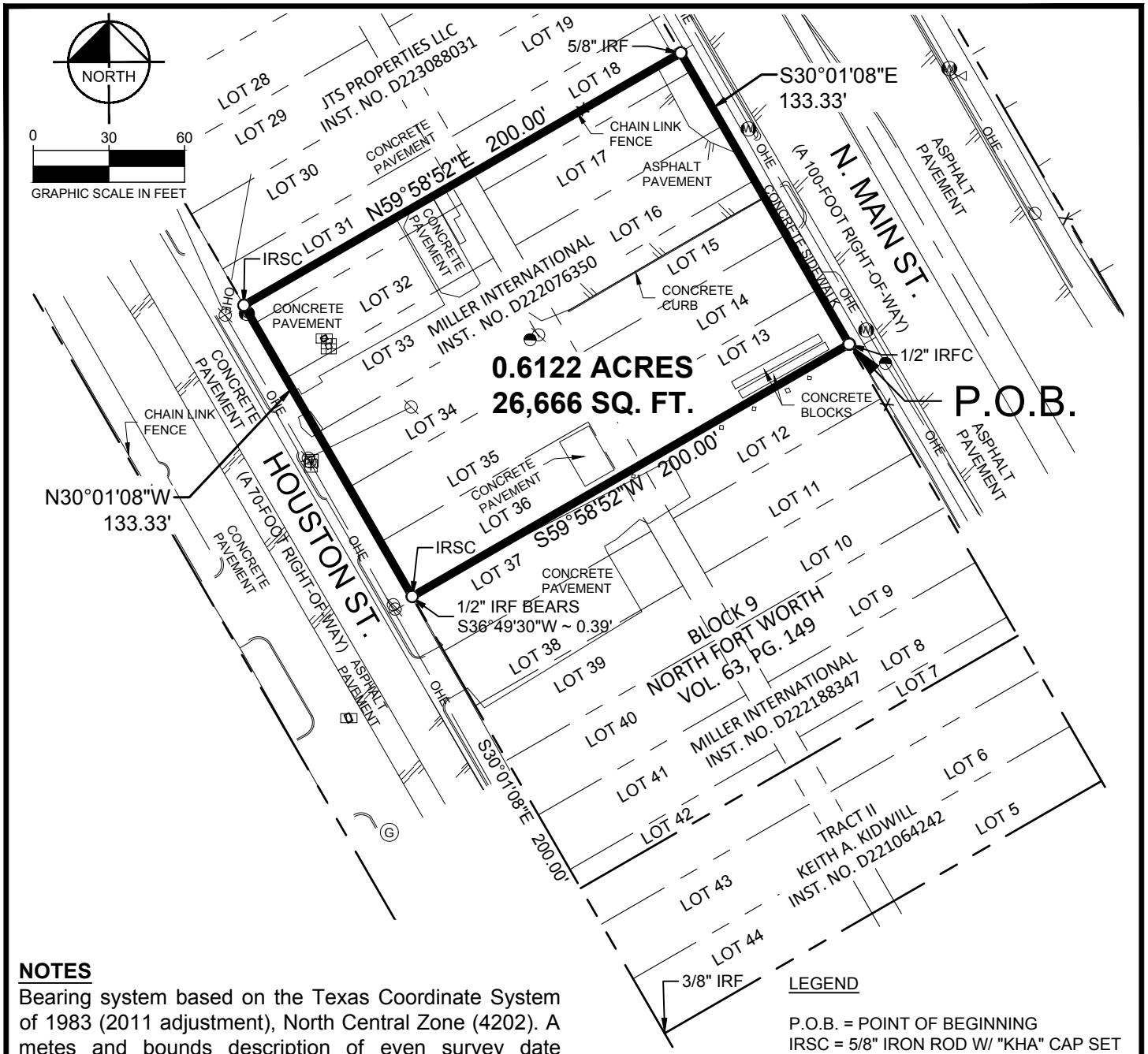

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In addition, the General Manager of TRWD or his designees is authorized to take all steps as may be reasonable and necessary to facilitate the acquisition of the above-described properties for the Panther Island Canals Project, with title to be held in the name of TRWD, by purchase for the value set forth in a written appraisal from a certified appraiser or through the commencement and prosecution of eminent domain proceedings, with title to be held in the name of TRWD, and in connection therewith to pay all reasonable and necessary costs incurred in connection with such acquisition, to deposit the amount of any special commissioners' award into the registry of the court in an eminent domain proceeding, and to institute and prosecute an appeal of any such award. Funding for this item is included in the Fiscal Year 2025 Contingency Fund. Director Team seconded the motion, and the votes were 5 in favor, 0 against.

12.

There were no future agenda items approved.

13.

The next board meeting was scheduled for April 15, 2025.

14.

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

President	Secretary

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 4

DATE: April 15, 2025

SUBJECT: **Consider Approval of Consent Agenda**

RECOMMENDATION:

Management recommends approval of the Consent Agenda.

Item: **Consider Approval of Contract to Replace Roofs at Richland-Chambers Lake Pump Station and Cedar Creek Lake Pump Station**

Vendor: Brothers Roofing

Amount: not-to-exceed $323,190 **/** Fiscal Year 2025 Revenue Fund Budget

Reviewed by: Construction and Operations Committee

Management recommends approval of a contract to replace the roofs at Richland-Chambers Pump Station and Cedar Creek Pump Station with FM Approved Roofing Systems. The cost for Richland-Chambers is $176,310 and the cost for Cedar Creek is $146,880.

The Asset Management program, along with our annual roof inspections, determined the roofs at the Richland-Chambers Lake Pump Station (RC1) and Cedar Creek Lake Pump Station (CC1) needed to be replaced. Due to wear, leaks, age (current roofs were installed in 2009), and multiple call outs for repairs, they can no longer be repaired and have exhausted their useful life. These roofs play an extremely critical role at each pump station by protecting the electrical equipment inside the station such as switch gear cabinets, motors that drive the pumps, along with numerous other crucial components inside the pump stations.

Notice to bidders was advertised as per statute. Bids were received from two companies and evaluated by District staff. The lowest conforming bid with a FM Approved Roofing system was by Brothers Roofing at cost not to exceed $323,190.

Item: **Consider Approval of Contract for Repair of the Joint Booster Pump Station #3 Driveway**

Vendor: Ha Pair Construction

Amount: not-to-exceed $173,000 / Fiscal Year 2025 Revenue Fund Budget

Reviewed by: Construction and Operations Committee

Management recommends approval of a contract in an amount not-to-exceed $173,000 for repairs to the Joint Booster Pump Station #3 driveway**.**

The Asset Management program and operations identified that the previous chip seal driveway at the Joint Booster Pump Station #3 has failed due to water drainage and poor installation. Phase I is complete to divert the water from draining on to the driveway. This contract is for the next phase and will include strip, pack, prime, and re-apply the chip seal. This driveway provides critical access to the pump station and is in need of priority repair.

Notice to bidders was advertised as per statute. Bids were received from one company and evaluated by District staff. The conforming bid was submitted by Ha Pair Construction at a cost not-to-exceed $173,000.

Item: **Consider Approval of Contract to Furnish and Deliver Sodium Hypochlorite to Richland-Chambers Lake Pump Station**

Vendor: Brenntag Southwest, Inc.

Amount: unit cost of $1.68 per gallon and a total not-to-exceed amount of $588,000 / Fiscal Year 2025 Revenue Fund Budget

Reviewed by: Construction and Operations Committee

Management recommends approval of a contract at a unit cost of $1.68 per gallon and a total not-to-exceed amount of $588,000 with Brenntag Southwest, Inc. to furnish and deliver sodium hypochlorite to the Richland-Chambers Lake Pump Station.

Chlorine gas is fed at our Richland-Chambers Lake Pump Station (RC1) to reduce biofilm growth inside the pipeline and to prevent growth of zebra mussels. The District is required to feed chlorine at RC1 from mid-March to mid-October per our agreement with Texas Parks and Wildlife and the Army Corps of Engineers for zebra mussel control.

Chlorine gas is a hazardous chemical that has increased transport and employee safety issues. The District has been installing a backup bulk sodium hypochlorite system at RC1 to reduce the risk to operations and safety. The goal is to eventually get completely away from chlorine gas and this system will give the District more flexibility in transitioning away from chlorine gas. This contract is for the bulk delivery of sodium hypochlorite for the new system at RC1.

The Request for Proposals were solicited per statute (Texas Local Government Code Chapter 252) and two proposals were received. The evaluation team determined that Brenntag Southwest, Inc. submitted the proposal providing the best value to the District at a unit cost of $1.68 per gallon and an amount not-to-exceed $588,000.

Tarrant Regional Water District

Purchasing

TRWD Purchasing Department, Purchasing Supervisor

800 E Northside Dr, Fort Worth, TX 76102

EVALUATION TABULATION

ITB No. 25-083

RC1 and CC1 Roof Replacements

RESPONSE DEADLINE: March 12, 2025 at 2:00 pm

Report Generated: Thursday, March 13, 2025

TABLE 1

Primary award cells are green and Backup award cells are gray

Line Item	Description	Quantity	Unit of Measure	Brothers Roofing Unit Cost	South Texas BuildCon, LLC Unit Cost
1	CC1 Roof Replacement	1	ea	$139,419.00	$105,000.00
2	CC1 Roof Replacement: FM Approved Roofing System	1	ea	$146,880.00	$110,000.00
3	RC1 Roof Replacement	1	ea	$164,910.00	$22,500.00
4	RC1 Roof Replacement: FM Approved Roofing System	1	ea	$176,310.00	$25,500.00

Bid Tabulation

ITB No. 25-082
Description JB3 Driveway Repairs
Due Date and Time March 21, 2025 at 1:00 pm

Company Name	Bid Amount
HA Pair Construction of Corsicana, Texas	$173,000.00

Final Evaluation Sheet

25-099 Liquid Sodium Hypochlorite for RC1

Technical Quality Criteria	Total Points Available	Brenntag Southwest, Inc.	PVS DX, Inc.
Price	40.00	40.00	33.94
	Price per Gallon	$1.68	$1.98
Chemical Delivery Approach	35.00	34.00	33.00
References	25.00	25.00	23.00
Total	**100.00**	**99.00**	**89.94**

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 5

DATE: April 15, 2025

SUBJECT: **Consider Approval of Contract Amendment with Freese and Nichols, Inc. for Design of Section 16 Pipeline and Environmental Permitting of Phase 4 of the Integrated Pipeline Project**

FUNDING: TRWD Bond Fund

RECOMMENDATION:

Management recommends approval of a contract amendment **in an amount not-to-exceed $9,043,451** with Freese and Nichols, Inc. to perform design of Section 16 pipeline and environmental permitting to support Phase 4 of the Integrated Pipeline Project. The current contract amount is $28,378,664.95 and the revised not to exceed contract amount, including this proposed amendment will be $37,422,115.95.

DISCUSSION:

Freese and Nichols (FNI) was evaluated, selected, and contracted in 2011 to provide program wide environmental and related permitting services for the entire Integrated Pipeline System. In addition, FNI was evaluated and selected to provide design and construction services for IPL Section 16 that routes from the Joint Booster Pump Station 2 and terminates at the existing Richland-Chambers Lake Pump Station (RC1).

Initial plans called for the IPL to be fully functional in 2018. Revised supply, demand, debt and rate projections yielded an IPL phased approach to meeting incremental demands. As a result, the IPL Richland-Chambers Section 16 Pipeline (PL16) and lake pump station (JRC1) designs and construction were put on hold.

Current TRWD Water Resources Engineering demand projections now indicate a need for JRC1 and PL16 to be completed, on-line and operational in 2032. In addition, updated TRWD Water Resources and Infrastructure Engineering Groups water supply risk evaluations now require the JRC1 pump station be relocated from the initial RC1 location to a deeper water site with different power supply for increased volume access reliability. As a result, moving JRC1 requires additional environmental evaluations and an extension of Section 16 pipeline to the recently selected final JRC1 site.

This request includes scope and fee for environmental evaluations required for obtaining environmental permitting to obtain pipeline right-of-way and construct the pipeline, pump station and ancillary communications and control systems. In addition, this request includes scope and fee for design and bidding services for pipeline Section 16.

An updated preliminary design and construction schedule developed based on pump

station timing, site and pipeline route selection options, design durations, environmental clearances and permitting, property acquisition, and construction indicate that the design effort needs to start this year to be operational in 2032.

There are no requirements for consultants to meet DBE/HUB participation goals under the Fair Opportunities in Purchasing and Contracting Program for this Contract. FNI intends to subcontract 24.8% of the project work to qualified DBE/HUB firms under the Fair Opportunities in Purchasing and Contracting Program.

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

Staff Recommendation and Fee Summary are attached.

This item was reviewed by the Construction and Operations Committee on April 10, 2025.

Submitted By:

Ed Weaver
IPL Program Manager

Memo

TO: Ed Weaver

FROM: Shelly Hattan

COPY: Coy Veach

DATE: March 28, 2025

SUBJECT: Recommendation for Approval of Amendment to Contract with Freese and Nichols Inc. for Pipeline Section16 and Environmental Permitting Services for Phase 4 of the Integrated Pipeline Project

Freese and Nichols, Inc. (FNI) provides Program and Construction Management Services and Environmental Services for the IPL Program. This contract is an amendment to the contract for IPL Program Management services. This request includes scope and fee to perform pipeline design for Section 16 and environmental permitting services Integrated Pipeline Phase 4 improvements. Negotiations on proposed scope and fees produced an agreement on recommended scope, fees and contract terms and conditions.

There are no requirements for consultants to meet DBE/HUB participation goals under the Fair Opportunities in Purchasing and Contracting Program for this Contract. FNI intends to subcontract 24.8% of the project work to qualified DBE/HUB firms under the Fair Opportunities in Purchasing and Contracting Program.

Staff recommend the award of this contract amendment for Professional Services to Freese and Nichols, Inc. for IPL Program Management Services in the not to exceed amount of $9,043,451.00. The Fee Summary is attached.

Fee Summary
Freese and Nichols, Inc.
IPL Phase 4 - Section 16 Design of Pipeline and Environmental Permitting
Program Management and Environmental Services

Task No.	Description	Estimated Fee
Environmental Services Task Order		
1	IPL Phase 4 Environmental Permitting Services	$1,213,046
Total Budget for IPL Phase 4 Environmental Permitting Services Task Order		**$1,213,046**
Section 16 Pipeline Engineering Task Order		
Basic Services		
1	Project Management and Support	$504,943
2	Previous Design Criteria Confirmation (Pre-Design)	$498,926
3	Alignment Extension Route Study	$417,734
4	Preliminary Engineering Services and Documents	$1,541,127
5	Final Engineering Services and Documents	$3,587,432
6	Bid Phase Services	$639,508
Additional Services		
7	Additional Bid Phase Effort	$210,095
Total Budget for Section 16 Pipeline Engineering Task Order		**$7,399,765**
Total Budget Basic Services and Additional Services for Both Task Orders		**$8,612,811**
Special Services		**$ 430,640**
	Total Budget for Amendment	**$9,043,451**

Fair Opportunity Purchasing

Project: Consider approval of a Contract Amendment with Freese and Nichols, Inc. for Program Management and Environmental Services related to Preliminary Site Evaluations and Final Site Selection for the Joint Richland Chambers Lake Pump Station of the Integrated Pipeline Project

Not to Exceed $9,043,451.00

Freese and Nichols, Inc., an Engineering and Consulting company with local offices in Dallas, Texas and Fort Worth, Texas, has signed the IPL Project Fair Opportunity Purchasing documentation, and proposes to use the following sub-consultants:

Project Category: Engineering, Bid and Construction Services

LOCAL/NON-LOCAL CONTRACT SUMMARY

		Amount	Percent
Local Contracts		$9,043,451	100.0%
Non-Local Contracts			0.0%
	Total This Agenda	$9,043,451	

LOCAL/NON-LOCAL MWBE/HUB PARTICIPATION THIS ACTION

Local	Certification	Percentage
ERG / AmaTerra	MBE/HUB	4.4%
Nathan D Maier, Inc.	MBE/HUB	15.2%
Pronghorn Flats LLC	MBE/HUB	5.2%

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 6

DATE: April 15, 2025

SUBJECT: **Consider Approval of Letter of Agreement for Co-Funding by Tarrant Regional Water District for The Water Research Foundation Project #5336 "Design Guidelines for Direct-Bury Large-Diameter Butterfly Valves"**

FUNDING: Fiscal Year 2025 Revenue Fund Budget

RECOMMENDATION:

Management recommends approval of a Letter of Agreement for Co-Funding in an amount **not-to-exceed $150,000** with The Water Research Foundation to perform the tasks and activities outlined in Project #5336 "Design Guidelines for Direct-Bury Large-Diameter Butterfly Valves."

DISCUSSION:

The District has experienced large diameter valves become iron bound which renders the valve inoperable. Basically, the disc seat does not circumferentially align and fit into the body seat. Iron bound or body distortion can occur when the valve body deforms over time from adjacent pipe movement due to soil expansion/contraction or loss of side support from parallel excavations.

TRWD utilizes butterfly valves in their large diameter pipeline systems for isolation and flow control functions. These large diameter butterfly valves are also typically high cost with long lead times to procure. Worst case, inoperable valves can affect systems operation and delivery.

Research investigating the reasons why butterfly valves become iron bound found there is very little information available that could help quantify how to design the valves to avoid becoming out-of-round or twisted. The District has sponsored previous research and has found the conventional methods of valve installation were potentially contributing to losing valve functionality. The goal of this research is to provide engineers, manufacturers and owners the tools to better improve designs for connecting a rigid piece of equipment to a flexible pipe. This research will focus on valves and related connections options, but the results can also apply to other equipment such as pumps.

Several like entities have written letters in support of this research -- Northwest Pipe, LAN Consultants, Central Arizona Project, San Diego County Water Authority, and Metro Vancouver.

This item was reviewed by the Construction and Operations Committee on April 10, 2025.

Submitted By:

Ed Weaver
IPL Program Manager

Memo

TO: Eddie Weaver

FROM: Shelly Hattan

COPY: File

DATE: April 2, 2025

SUBJECT: Letter of Recommendation to sign a Letter of Agreement for Co-Funding by Tarrant Regional Water District for The Water Research Foundation Project #5336 titled, "Design Guidelines for Direct-Bury Large-Diameter Butterfly Valves."

The district has seen large diameter butterfly valves become iron bound due to the method of construction at the time. After many years of service, these valves cannot shut water out due to it becoming out of round.

The IPL has been sponsoring research to determine if there are alternative methods of installation. Currently, the guidance given design engineers is to design stiffening rings on steel pipe that connects to the valve.

The issue is the method of design requires using finite element analysis to design – which is highly specialized. The goal of this research is to provide engineers the tools to properly design connecting a ridged piece of equipment (this research focuses on valves, but this research can apply to other equipment such as pumps) to a flexible pipe.

A number of entities have written letters, and are attached to this memo, in support of this research, such as Northwest Pipe, LAN, Central Arizona Project, San Diego County Water Authority, and Metro Vancouver.

September 26, 2024

The Water Research Foundation
6666 West Quincy Avenue
Denver, Colorado 80235-3098 USA

Dear WRF Staff,

The Tarrant Regional Water District (TRWD) would like to express the importance for the project "Design Guidelines for Direct-Bury Large-Diameter Butterfly Valves," as proposed by the University of Texas at Arlington (UTA) to be funded.

The district has experienced having large diameter valves to become iron bound – which renders the valve inoperable. Replacing these valves is timely, costly, and most importantly, impacts delivery to our customers. This research will allow owners to increase longevity for their infrastructure investment.

Investigating the causes of these valves becoming iron bound, including consulting various sources, revealed that there is very little research that could help quantify how to design the valves to avoid becoming out of round. The district has sponsored research in the past and have found the conventional methods of installation were potentially contributing to losing valve functionality. The goal of this research is to provide engineers with the tools to properly design connecting a ridged piece of equipment (this research focuses on valves, but this research can apply to other equipment such as pumps) to a flexible pipe.

TRWD has budgeted $150,000 for this budget year in support of this research.

Your consideration of funding this research is greatly appreciated. We sincerely hope WRF understands the impact this will have on the industry.

Sincerely,

Shelly S. Hattan

Shelly S. Hattan, PE, CCM
Resident Engineer

Planning

Engineering

Program Management

TEXAS
AUSTIN
COLLEGE STATION
CONROE
CORPUS CHRISTI
DALLAS
FORT WORTH
FRISCO
HOUSTON
SAN ANTONIO
SAN MARCOS
WACO

CALIFORNIA
LOS ANGELES
ORANGE
SAN JOSE

ILLINOIS
CHICAGO

MICHIGAN
OKEMOS

September 30, 2024

Shelly S. Hattan, PE CCM
Resident Engineer
Tarrant Regional Water District
800 E. Northside Drive
Fort Worth, TX 76102

Dear Ms. Hattan:

Thank you for bringing to my attention the proposed WRF Emerging Opportunities (EO) Project titled, "Design Guidelines for Direct-Bury Large-Diameter Butterfly Valves." As the chair for the AWWA committee on Pipe-to-Valve Interaction, I would like to offer my whole-hearted support and recommendation for approval of this project. As you are aware, the committee is dedicated to providing the water industry (i.e. owners, designers, and manufacturers) information and best practices on how to properly address and prevent valve operation failures caused by over deflection of direct buried, large valve bodies (e.g. butterfly valves) due to excessive pipe loads. As such, the committee is currently drafting a *Manual of Practice for Large Valve Installation (MOP 86)*, as AWWA views this to be a significant issue that many water utilities encounter due to an industry-wide lack of understanding and knowledge of pipe-to-valve load interactions.

As presented in the EO proposal, the work and possible results proposed in the study are likely foundational to the work of this committee, as it has the potential to validate alternative design and construction-related concepts that can be employed for direct buried, large diameter valves to better ensure more resilient water systems.

Should you have any questions or need additional information regarding the committee's work and mission, please feel free to contact me at jnnakashima@lan-inc.com, or by phone at 630.940.6231.

Sincerely,
LOCKWOOD, ANDREWS & NEWNAM, INC.

Jeremy N. Nakashima, PE
Vice President, Water/Wastewater Practice Leader
AWWA Chair, Pipe-to-Valve Interaction Committee

Lockwood, Andrews
& Newnam, Inc.

One Lincoln Center Building
18W140 Butterfield Road
Suite 920
Oakbrook Terrace, IL 60181
630.495.4123

lan-inc.com

CENTRAL ARIZONA PROJECT
P.O. Box 43020
Phoenix, Arizona 85080

September 24, 2024

The Water Research Foundation
6666 West Quincy Avenue
Denver, Colorado 80235-3098 USA

Dear WRF Staff,

Central Arizona Project would like to express our support in favor of Jian Zhang's project "Design Guidelines for Direct-Bury Large-Diameter Butterfly Valves" as requested by the Tarrant Regional Water District (TRWD).

Central Arizona Project is a public entity entrusted with the maintenance and operation of the Central Arizona Project aqueduct system. Our system is comprised of 336 miles of aqueduct and pipelines, and 15 pumping plants. We provide Colorado River water to Maricopa, Pima, and Pinal County in Arizona.

We do not have many buried large diameter valves within our system; however we have had the question arise regarding free-air large diameter valves installed in vaults and within our pumping plants. Valve flanges and bodies are typically adequately designed for small diameter pipelines (when design per code), but sometimes lack the stiffness required to ensure adequate longevity and reliability on larger diameter equipment.

Best Regards,

Ryan Johnson, PE
Engineering Manager

Chris Herman, PE
Sr. Mechanical Engineer

PHYSICAL ADDRESS
23636 North 7th Street
Phoenix, Arizona 85024

CONTACT INFORMATION
info@cap-az.com
623-869-2333

WEB
CentralArizonaProject.com
KnowYourWaterNews.com

Northwest Pipe Company

September 19, 2024

RE: **Water Research Foundation Emerging Opportunities - Design Guidelines for Direct-Bury Large-Diameter Butterfly Valves**

Water Research Foundation,

I want to offer the support of Northwest Pipe Company in regard to the efforts for a research project by The Water Research Foundation for the development of design and analysis support for direct-bury, large-diameter valves.

The use of large-diameter valves in direct-bury situations can be a very cost effective installation method by eliminating the need for expensive vault structures and also allows for a smaller footprint within a pipeline project. The design of this type of installation is not a simple exercise and requires the analysis of the pipe, valve, and backfill as a system. There currently is not a standard design or method that one can follow. There is design guidance for large diameter pipe installations, as well as large diameter valves, but the missing piece for the industry is the combination of the design in a buried system, and how to properly assess the very complicated interaction of all the facets involved.

This research would be very valuable in the industry to further the knowledge and improve the efficient and effective design of these types of installations. It is our hope that Water Research Foundation will accept this project to assist pipeline owners, design engineers, and manufacturers in the development of what will be a very valuable and useful design tool.

Sincerely,

Brent Keil, P.E., SCWI, PCS
Corporate Chief Engineer

San Diego County Water Authority

September 26, 2024

The Water Research Foundation
6666 W. Quincy Ave.
Denver, CO 80235 USA

RE: Proposed Design Guidelines for Large-Diameter Butterfly Valves

Dear Water Research Foundation Staff:

Please accept this letter as support from the San Diego County Water Authority (Water Authority) for the project "Design Guidelines for Direct-Bury Large-Diameter Butterfly Valves," as proposed by the University of Texas at Arlington and the Tarrant Regional Water District.

The Water Authority sustains a $268 billion regional economy and the quality of life for 3.3 million residents in San Diego County. Our extensive infrastructure system includes large-diameter pipelines, flow control facilities, hydroelectric facilities, pump stations, and a dam. Large-diameter butterfly valves are our isolation valve of choice and are typically installed within vaults rather than direct-bury. However, we recognize the critical need to address design challenges related to large-diameter butterfly valves, particularly regarding valve deformation, longevity, and reliability in larger installations, even for in-vault installed valves.

The proper design of these valves is essential to maintaining system integrity, especially in high-pressure and large-scale operations like those we manage. The development of design guidelines for large-diameter valves will improve performance and operational reliability, benefiting the broader waterworks industry. We look forward to the research outcomes and would be interested in applying the design guidelines related to large-diameter valves.

Please contact me at (858) 522-6806 should you have any questions or if you need further information.

Sincerely,

Brent J. Fountain, P.E.
Engineering Manager

BF:rm

cc: Himan Hojat Jalali, University of Texas at Arlington
Shelly Hattan, Tarrant Regional Water District

By Email to: himan.jalali@uta.edu
Shelly.Hattan@trwd.com

metrovancouver
SERVICES AND SOLUTIONS FOR A LIVABLE REGION

Water Services, Engineering and Construction
Tel. 604-218-1547 or via Email Dustin.Erickson@metrovancouver.org

September 23, 2024

Shelly S. Hatton P.E. CCM
Tarrant Regional Water District
804 E Northside Dr
Fort Worth, TX 76102
VIA EMAIL: Shelly.hattan@trwd.com

Dear Shelly Hatton:

RE: Emerging Opportunities Project Concept
Letter of Support: Design Guidelines for Direct-Bury Large-Diameter Butterfly Valves

Please accept this letter as support from the Greater Vancouver Water District (GVWD) for research of stress impacts followed by design guideline development for large diameter butterfly valves as outlined in the proposal project titled Design Guidelines for Direct-Bury Large-Diameter Butterfly Valves as presented by Tarrant Regional Water District (TRWD).

Large diameter butterfly valves are one of GVWD's isolation valves of choice due to their reliability and economy. GVWD has encountered valve deformations issues that result in leakage on this type of valve with the issue appearing more pronounced as butterfly valves become larger. The proposal to unify a design approach to limit deformation of large diameter butterfly valves would support the water works industry and assist agencies with obtaining a working valve after installation.

Should you have any questions or if you need further information please contact:

Dustin Erickson (604) 218-1547 or by email at Dustin.Erickson@metrovancouver.org;
Ross Richardsen 604/451-6053 or by email at Ross.Richardsen@metrovancouver.org

Yours sincerely,

Dustin Erickson, P.Eng., PMP, PMI-RMP/SP
Lead Engineer, Engineering and Construction

Ross Richardsen, P.Eng., PMP
Lead Engineer, Engineering and Construction

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 7

DATE: April 15, 2025

SUBJECT: **Consider Approval of Contract with BAR Constructors, Inc. for Aquifer Storage and Recovery Well Demonstration Study - Surface Facilities**

FUNDING: Bond Fund

RECOMMENDATION:

Management recommends approval of a contract **in an amount not-to-exceed $4,078,417** with BAR Constructors, Inc. (BAR) for construction of surface facilities at the Aquifer Storage and Recovery Demonstration Well Site at the Trinity River Authority's Tarrant County Water Supply Project water treatment plant.

DISCUSSION:

Aquifer Storage and Recovery (ASR) is a proven technology to store water underground for later use. Benefits of ASR systems include improved resilience in times of drought, avoidance of evaporation, storage for emergency situations, and an intermittent source of supply to be used during peak demand periods. The District has thoroughly evaluated this water supply strategy, conducting studies in 2000, 2002, 2015, and a business case evaluation in 2016.

In September of 2016, the District's Board authorized further development of ASR as a water supply strategy. A full-scale pilot test ASR well was the next step forward.

The first phase of the project included drilling one full-scale demonstration ASR well and one monitoring well at the Trinity River Authority (TRA) water treatment plant (WTP). The water to be stored in the aquifer will be treated potable water from the TRA WTP. This phase was completed in 2024.

Under the recommended contract, BAR will construct the ASR surface facilities including: the ASR electrical building, yard piping and appurtenances, associated electrical and instrumentation controls, and connections to the WTP.

Competitive sealed proposals were solicited, per statute, and one proposal was received. The selection team evaluated the proposal and interviewed BAR's project team to discuss the upcoming project. Based on their proposal, interview, and past successful work with the District, staff recommends contracting this phase of work to BAR.

BAR Constructors is a prime, certified diverse business and has subcontracted portions

of this contract to non-certified diverse businesses, resulting in overall diverse business participation at 55%.

This item was reviewed by the Construction and Operations Committee on April 10, 2025.

Submitted By:

Zachary Huff
Water Resources Engineering Director

FREESE AND NICHOLS
Innovative approaches
Practical results
Outstanding service
4055 International Plaza, Suite 200 • Fort Worth, Texas 76109 • 817-735-7300 • fax 817-735-7491
www.freese.com

TO: David Schroeder

CC:

FROM: Coy Veach

SUBJECT: Recommendation for Award of Contract

DATE: 3/31/2025

PROJECT: ASR Demonstration Study – Surface Water Facilities

One Proposal was received from BAR Constructors, Inc. (BAR) for construction of the Surface Facilities for the ASR Demonstrations Study (ASRSF) in the amount of $4,078,417.00. The proposal was delivered on March 19, 2025. An interview was conducted with representatives of BAR and Clark Electrical Inc. (Clark), BAR's electrical subcontractor on March 28, 2025, to discuss their approach for construction, schedule and long lead delivery items for electrical equipment, and the target date for needing power from Oncor. BAR is qualified to perform the work and is currently constructing the LP1 Pump Station, recently completed the JCC1 Pump Station and has constructed the 2X12, and 1X10 pipeline interconnects for the District.

It was anticipated that we may only receive one offer on the project. There were several factors that contributed to this:

- The ASRSF is a small project in comparison to other water infrastructure projects currently bidding.
- Water infrastructure construction is busy, and contractors are able to be selective about the projects they choose to pursue with limited resources.
- A significant portion of the project consists of relatively sophisticated electrical work, which is normally subcontracted, leaving little work for a general contractor to perform.
- Most electrical contractors that specialize in treatment plants and pump stations normally subcontract and were not likely to submit a proposal as the prime contractor.
- The contract includes several long-lead items which make it difficult to plan workload when deliveries are more than a year away.

The ASR Surface Facilities is a unique project that is in essence too small for the more sophisticated contractors that build water treatment plants and pump stations, and too complex for contractors that normally bid on this size project. Knowing that it would be difficult to find a contractor for this project, personal contact was made with several of the contractors that would be capable of building this project. Contacts were made by TRWD's Project Manager and Purchasing, as well as FNI.

Moving forward with this contract, we will have a well-qualified general contractor with an experienced electrical subcontractor and Hydro Resources, Inc. to furnish and install a new pump in the well they drilled. We recommend award of the Contract for Construction of the ASR Surface Facilities to BAR Constructors in the amount of $4,078,417.00.

Project: ASR Demonstration Study—Surface Facilities

Project Number: CSP 25-062

Owner: Tarrant Regional Water District

Engineer: Freese and Nichols, Inc

Date: 03/19/2025

Name of Offeror	Addenda Received	Bid Bond Attached	Packages	Total Offer Amount	Substantial Completion Days	Final Completion Days	Comments
BAR Constructors	☒ Yes ☐ No	☒ Yes ☐ No	Package 1	No bid			
			Package 2	No bid			
			Package 1 and 2	$4,078,417.00	570	600	

00 52 14 AGREEMENT

This Agreement is between Tarrant Regional Water District (Owner) and BAR Constructors, Inc. (Contractor).

Owner and Contractor agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ASR Demonstration Study—Surface Facilities (ASRSF)
Project Number CSP 25-062

ARTICLE 2 – ENGINEER AND PROFESSIONAL CONSTRUCTION MANAGER

1.01 The Project has been designed by:

Freese and Nichols, Inc.
801 Cherry Street, Suite 2800
Fort Worth, Texas 76102

1.02 The Construction Manager for this Project is:

Freese and Nichols, Inc.
801 Cherry Street, Suite 2800
Fort Worth, Texas 76102

ARTICLE 3 – CONTRACT TIMES

3.01 Contract Times

A. The Work is required to be substantially completed within the number of calendar days indicated in *Section 00 43 00 Proposal - Exhibit A* after the date when the Contract Times commence to run as provided in Paragraph 4.01 of *Section 00 72 00 General Conditions*, and completed and ready for final payment in accordance with Paragraph 15.06 of *Section 00 72 01 General Conditions* within 30 days after the date of Substantial Completion.

B. This Contract was awarded on the basis that the Contractor will reach Substantial Completion and Final Completion for the Project within the number of days proposed by the Contractor and incorporated into this Agreement. The Owner will pay additional costs if the project is not completed within the number of days stipulated in this Agreement, as amended for Owner caused delays in accordance with the General Conditions. This Agreement does not stipulate liquidated damages for Contractor delays but does require Contractor to compensate the Owner for actual costs paid due to Contractor's failure to complete the Work within the number of days specified in this Agreement.

C. Reimbursement for Delays

1. Construction Management and Engineering Costs will be reimbursed for the full amount of actual costs incurred for these services provided for the project during the period after Substantial Completion.

2. Contractor agrees to reimburse the Owner for these actual costs as an economic disincentive for late completion of the Work under Texas Water Code 49.271(e) for each day that expires after the time specified in Paragraph 3.01, as adjusted for changes in Contract Times in accordance with General Conditions Paragraph 4.04, with a cost not to exceed $1,000 per day for these services.
3. Contractor will provide field offices, utilities, and related services for the OPT and pay all costs associated with providing these facilities for any extended period, unless the Owner is solely responsible for the extension that requires these facilities remain in place.
4. Payment of actual costs by the Contractor for extended construction management and construction phase engineering services does not waive the Owner's right to assess or collect additional actual damages which Owner may sustain as a result of the failure of the Contractor to perform in accordance with the terms of this Contract.
5. All damages for this Contract are limited to the amount of the Contract Price.

ARTICLE 4 – CONTRACT PRICE

4.01 Owner will pay Contractor for completion of the Work in accordance with the Contract Documents at the prices shown in *Section 00 43 00 Proposal- Exhibit A*. Unit prices have been computed in accordance with Paragraph 13.03 of the General Conditions. Contractor acknowledges that estimated quantities for Unit Price Work are not guaranteed, and were solely for the purpose of comparing offers, and final payment for all unit price line items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 5 – PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments: Submit Payment Applications in accordance with Article 15 of the General Conditions. Payment Applications will be processed by the PCM as provided in the General Conditions and *Section 01 29 00 Payment Application Procedures*.

5.02 Progress Payments; Retainage

A. The Owner will make progress payment for work completed each month. The Owner will make progress payments within 30 days of receiving an approved Payment Application. Payment is based on Work completed in accordance with the Schedule of Values established as provided in the General Conditions.

B. In making progress payments, the Owner will retain 10 percent of the total earned value for completed Work and properly stored materials until Final Completion of the Project. After 50 percent of the total earned value of Work and properly stored materials is complete, the Owner may authorize payment for the remaining Work and stored materials to be made in full, holding the retainage at the amount held for 50 percent of the total earned value for completed Work and properly stored materials until the project is complete. This reduction in retainage is contingent on the Owner's determination that the Contractor's Work and progress is acceptable. This retainage amount will be adjusted for changes in the Contract Price that occur after 50 percent of the Contract Price has been paid to the Contractor. Release or reduction in retainage is contingent upon approval of the District's Board and consent of surety to such reduction in retainage.

C. The Owner may choose to not reduce retainage or return the retainage to 10 percent of the total earned value for completed Work and properly stored materials if at any time the Contractor's Work or progress is deemed to be unacceptable. The Owner will place retainage amounts held which exceed 10 percent of the completed Work and properly stored materials complete at 50% of the project in an interest bearing account. Interest will be paid in accordance with Article 7.

D. Owner may pay Contractor 100 percent of the Work completed, less amounts withheld in accordance with Paragraph 15.01.G of the General Conditions and less 200 percent of PCM's estimate of the value of Work to be completed or corrected to reach Final Completion. This reduction in retainage is at the Owner's sole discretion, and depends on any concerns the Owner may have with regard to the ability of the Contractor to complete the remaining Work in accordance with the Contract Documents or within the time frame established by this Agreement. Release or reduction in retainage is contingent upon approval of the Owner's Board and consent of surety to such reduction in retainage.

E. Owner will pay the remainder of the Contract Price as recommended by PCM in accordance with Paragraph 15.06 of the General Conditions upon final completion and acceptance of the Work.

ARTICLE 6 – INTEREST ON RETAINAGE

6.01 The Owner is not obligated to pay interest on moneys not paid except as provided in Section 49.276(d) of the Texas Water Code.

ARTICLE 7 – CONTRACTOR'S AFFIDAVITS AND CERTIFICATIONS

7.01 Contractor Certifications

A. Texas Government Code "Boycott Israel" Provisions. Contractor represents and warrants that Contractor (1) does not, and will not for the duration of this Agreement, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of the Agreement, Contractor shall promptly notify the District.

B. Texas Government Code "Foreign Terrorist Organization" Provisions. Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

C. Texas Government Code "Firearm and Ammunition Verification" Provisions. Contractor verifies that: (1) it does not, and will not for the duration of this Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of the Agreement, Contractor shall promptly notify the District.

D. Texas Government Code "Boycott Energy Company" Provisions. Contractor represents and warrants that: (1) it does not, and will not for the duration of this Agreement, boycott energy companies or (2) the verification required by Section 2276.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this

provision change during the course of this Agreement, Contractor shall promptly notify the District.

E. Texas Government Code "Disclosure of Interested Parties" Provisions. If Section 2252.908 of the Texas Government Code applies to this Agreement, Contractor represents and warrants that Contractor has submitted to the District a Certificate of Interested Parties prior to execution of this Agreement.

7.02 Federal Grant Provisions

A. Will 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 "B" attached hereto and incorporated by reference.

7.03 Cybersecurity Training

This Cybersecurity Training clause shall apply if Contractor has access to District Technology as defined herein:

a. Contractor represents and warrants that it will comply with the District's Acceptable Use Procedures and Cybersecurity Procedures, including amendments and modifications thereto.

b. The Contractor and each employee or subcontractor of Contractor with physical, virtual or remote access to District Technology or data shall complete a cybersecurity training program. The cybersecurity training program must include, at a minimum: (i) definition of cybersecurity, (ii) understanding of cybersecurity, (iii) email security, (iv) social engineering, (v) wireless security, (vi) protection and understanding of data, (vii) password management, (viii) physical security, and (ix) how to report suspected or real data breaches. District Technology shall be defined as the District's computer systems, the District's data or databases.

c. Annually during the term of this Agreement and any renewal periods, Contractor shall submit a certification to the District in the form attached hereto as Exhibit "D" ("Cybersecurity Certification"), certifying completion of a cybersecurity training program by each employee or subcontractor of Contractor. The District may, at its sole discretion, immediately terminate physical, virtual or remote access to District Technology or data if Contractor fails to submit required Cybersecurity Certification(s).

d. If at any time Contractor experiences a confirmed breach which includes, but is not limited to, password compromise, data exfiltration, cyber destruction, financial loss due to a breach, phishing compromise, malware or software intrusion, Contractor shall immediately notify the District at 817-720-4584. In addition, District may utilize its own resources to determine if an unreported breach has occurred.

e. The Contractor, as well as any employee, subcontractor, or agent acting under the authority of the Contractor, shall be required to utilize Multi-Factor Authentication[1] when requesting access to any technology systems or data repositories belonging to the District. Furthermore, any data or information belonging to the District that is stored on the Contractor's technology infrastructure must be secured and safeguarded through the implementation of Multi-Factor Authentication.

f. **WITHOUT LIMITING IN ANY WAY ANY OTHER RIGHTS OF THE DISTRICT, CONTRACTOR FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE DISTRICT INDEMNIFIED PARTIES OF AND FROM ANY CLAIM, LOSS, DAMAGE, RIGHT, OR CAUSE OF ACTION RESULTING FROM ANY CONTRACTOR CYBERSECURITY BREACH OR ANY FAILURE OF CONTRACTOR, OR CONTRACTOR'S EMPLOYEES, SUBCONTRACTOR, SUPPLIER OR ANY INDIVIDUAL OR ENTITY DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, TO COMPLY WITH THIS SECTION 29.**

1 Multi-Factor Authentication (MFA) is a security process requiring multiple distinct factors to verify a user's identity. Phish-resistant MFA combines an approved authentication application or service with an additional factor like a PIN or biometric. An example is Microsoft Authenticator, where the user approves sign-in by matching a number displayed on their device to the prompt, serving as the second factor.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 The Contractor makes the following representations:

A. The Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Proposal Documents.

B. The Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. The Contractor is familiar with Laws and Regulations that may affect cost, progress, and performance of the Work.

D. The Contractor has carefully studied the following Site-related reports and drawings as identified in the Supplementary Conditions:

1. Geotechnical Data Reports regarding subsurface conditions at or adjacent to the Site;
2. Drawings of physical conditions relating to existing surface or subsurface structures at the Site;
3. Underground Facilities referenced in reports and drawings;
4. Reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site; and
5. Technical Data related to each of these reports and drawings.

E. The Contractor has considered the:

1. Information known to Contractor;
2. Information commonly known to contractors doing business in the locality of the Site;
3. Information and observations obtained from visits to the Site; and
4. The Contract Documents.

F. The Contractor has considered the items identified in Paragraphs D and E with respect to the effect of such information, observations, and documents on:

1. The cost, progress, and performance of the Work;
2. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
3. Contractor's safety precautions and programs.

G. Based on the information and observations referred to in the preceding paragraphs, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

H. The Contractor is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

I. The Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

J. The Contractor has given OPT written notice of all conflicts, errors, ambiguities, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution provided by the OPT is acceptable to the Contractor.

K. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

L. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – ACCOUNTING RECORDS

9.01 Accounting Record Availability: The Contractor shall keep such full and detailed accounts of materials incorporated and labor and equipment utilized for the Work consistent with the requirements of Article 13 of the General Conditions and as may be necessary for proper financial management under this Agreement. Subject to prior written notice, the Owner shall be afforded reasonable access during normal business hours to all of the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and the Contractor's fee. The Contractor shall preserve all such documents for a period of 3 years after the final payment by the Owner.

ARTICLE 10 – CONTRACT DOCUMENTS

10.01 Contents

A. The Contract Documents consist of the following:

1. Specifications, forms and documents listed in *Section 00 01 10 Table of Contents* except as specifically excluded in Paragraph 10.01.C.
2. Drawings listed in the Sheet Index
3. Addenda.
4. Exhibits to this Agreement (enumerated as follows):
   a. *Appendix DB - Diverse Business Participation Packet*.
   b. *Appendix A – Hydro Resources Change Order 002.*
5. Documentation required by the Contract Documents and submitted by Contractor prior to Notice of Award.

B. The following are also Contract Documents which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

1. Notice to Proceed.
2. Contract Amendment(s).
3. Change Order(s).
4. Field Order(s).
5. Work Change Directive(s).

C. The documents listed in Paragraph 10.01.A are attached to this Agreement. The following documents are not part of this Agreement and are provided for information only.

1. Section 00 42 13 Proposal Form;
2. Section 00 43 00 Proposal – Exhibit A;
3. Section 00 43 13 Proposal Security (Bid Bond);
4. Section 00 45 01 Compliance to State Law on Nonresident Bidders;
5. Section 00 45 02 Compliance to Texas Sales Tax Code;
6. Section 00 45 03 Conflict of Interest Questionnaire Form CIQ;
7. Section 00 45 16 Qualifications Statement;
8. Section 00 45 19 Non-Collusion Affidavit;

D. There are no Contract Documents other than those listed above in this Article 10.

E. The Contract Documents may only be amended, modified, or supplemented as provided in Article 11 of the General Conditions.

The Effective Date of the Contract is **date to be inserted at the Time of Contract Execution**.

Owner: Tarrant Regional Water District *(typed or printed)*	Contractor: BAR Constructors, Inc. *(typed or printed)*
By: _____ *(signature)*	By: _____ *(signature)*
Name: Rachel Ickert *(typed or printed)*	Name: _____ *(typed or printed)*
Title: Chief Engineering Officer *(typed or printed)*	Title: _____ *(typed or printed*
Attest: _____ *(signature)*	Attest: _____ *(signature)*
Address for giving notice: 800 E. Northside Drive Fort Worth, TX 76102	Address for giving notice:
Designated representative: Name: David Schroeder Title: Engineer VI Address: Same as above	Designated representative: Name: _____ Title: _____ Address:
Telephone: 817-720-4222 Email: David.schroeder@trwd.com	Telephone: _____ Email: _____ *(Attach evidence of authority to sign.)*

END OF SECTION

00 43 00 Proposal Exhibit A

Project:	ASR Demonstration Study - Surface Facilities (ASRSF)	**Project No.**	CSP 25-062
Owner:	Tarrant Regional Water District		
Offeror:	BAR Constructors, Inc.		

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Amount
BC-01	Package 1 - Surface Facilities Piping and Infrastructure	LS	1	no bid	no bid
EW-01	Potholing as directed by PCM	EA	5	no bid	no bid
OC-01	Owner's Contiengency Allowance	LS	1	$10,000.00	10,000.00
Total Contract Price for Package 1 - Surface Facilities Piping and Infrastructure (BC-01 + EW-01 + OC-01)					
Contract Times					
SC	Offeror agrees to reach Substantial Completion for Package 1 in	no bid	days		
FC	Offeror agrees to reach Final Completion for Package 1 in	no bid	days		
BC-02	Package 2 - Surface Facilities Electrical and Instrumentation	LS	1	no bid	no bid
EW-02	Potholing as directed by PCM	EA	5	no bid	no bid
OC-02	Owner's Contiengency Allowance	LS	1	$40,000.00	40,000.00
Total Contract Price for Package 2 - Surface Facilities Electrical and Instrumentation (BC-02 + EW-02 + OC-02)					
Contract Times					
SC	Offeror agrees to reach Substantial Completion for Package 2 in	no bid	days		
FC	Offeror agrees to reach Final Completion for Package 2 in	no bid	days		
BC-03	Package 1 and Package 2 - All Surface Facilities	LS	1	4,023,417.00	4,023,417.00
EW-03	Potholing as directed by PCM	EA	10	500	5,000.00
OC-03	Owner's Contiengency Allowance	LS	1	$50,000.00	50,000.00
Total Contract Price for Package 3 - All Surface Facilities (BC-03 + EW-03 + OC-03)					4,078,417.00
Contract Times					
SC	Offeror agrees to reach Substantial Completion for All Surface Facilities in	570	days		
FC	Offeror agrees to reach Final Completion for All Surface Facilities in	600	days		

Offeror:	BAR Constructors, Inc.
Signature:	

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 8

DATE: April 15, 2025

SUBJECT: **Consider Approval of Interlocal Agreement with the City of Fort Worth for Riverside Park Kayak Launch and Trail Extension**

FUNDING: Reimbursement by City of Fort Worth

RECOMMENDATION:

Management recommends approval of an Interlocal Agreement **in an amount not-to-exceed $550,000** with the City of Fort Worth to construct a kayak launch and trail extension at Riverside Park. The City shall, upon completion of construction of the improvements by the District, reimburse the District for construction.

DISCUSSION:

The District shall, based upon its particular areas of expertise, be responsible for the following items related to a canoe/kayak facility and a concrete trail (the "Improvements") in Riverside Park:

- Canoe/kayak launch facility: processing and approval of all USACE permit applications, bidding, and construction. Upon completion of construction, the District shall assume responsibility for the maintenance and operation of the canoe/kayak launch facility for as long as it owns the property on which the facility is situated, or until such responsibility is transferred by separate agreement. The City shall assist the District with preparation of USACE permit application forms upon request by the District.
- Concrete trail: bidding and construction of a 1,500-feet long and 8-feet wide concrete trail at the north side of the park: inclusive of compliance with final TDLR inspection.

The City shall, upon completion of construction of the Improvements by the District, reimburse the District for construction in an amount up to but not exceeding $550,000.

This item was reviewed by the Recreation Committee on April 7, 2025.

Submitted By:

Darrell Beason
Chief Operations Officer

INTERLOCAL AGREEMENT

This **INTERLOCAL COOPERATION AGREEMENT ("Agreement")** is entered into by and between the **CITY OF FORT WORTH** a Texas home rule municipal corporation, acting by and through its duly authorized City Manager, hereinafter referred to as **"City"** and the **Tarrant Regional Water District,** a local government entity organized under the laws of the State of Texas acting herein by and through its governing body, the Tarrant Regional Water District Board of Directors hereinafter referred to as the **"District".**

RECITALS

WHEREAS, The City Council adopted the River Connect Concept as the Riverside Park Master Plan on October 12, 2010 (M&C L-15080) and

WHEREAS, this Agreement is made under the authority granted by and pursuant to Chapter 791 of the Texas Government Code; and

WHEREAS, each governing body finds that the subject of this Agreement is necessary for the benefit of the public and that each has the legal authority to perform and to provide the government functions or services which are the subject matter of this Agreement; and

WHEREAS, each governing body finds that the performance of this Agreement is in the common interest of both parties and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, each governing body agrees to share in the cost or provision of services described below;

NOW, THERFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. The District shall, based upon its particular areas of expertise, be responsible for the following items related to a canoe/kayak facility and a concrete trail (the "Improvements") in Riverside Park:

- Canoe/kayak launch facility: processing and approval of all USACE permit applications, bidding, and construction. Upon completion of construction, the District shall assume responsibility for the maintenance and operation of the canoe/kayak launch facility for as long as it owns the property on which the facility is situated, or until such responsibility is transferred by separate agreement. The City shall assist the District with preparation of USACE permit application forms upon request by the District.
- Concrete trail: bidding and construction of a 1,500-feet long and 8-feet wide concrete trail at the north side of the park: inclusive of compliance with final TDLR inspection.

2. The City shall, upon completion of construction of the Improvements by the District, reimburse the District for construction in an amount up to but not exceeding $550,000.00). Payment shall be made by the

City from current funds appropriated to the project. The City shall provide no other reimbursements or payments for any other items related to the Improvements.

3. NOTICES. All written notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid, or by hand delivery:

City:
Attn: Director
Park & Recreation Department
100 Fort Worth Trail
Fort Worth, Texas 76102

Attn: City Attorney
City Attorney's Office
100 Fort Worth Trail
Fort Worth, TX 76102

District:
Attn: General Manager
800 East Northside Drive
Fort Worth, Texas 76102

4. RELATIONSHIP OF THE PARTIES. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint any party as an agent of any other party, for any purpose whatsoever.

5. REGULATORY BODIES AND LAWS. This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations, including, but not limited to, all provisions of the City's Charter and ordinances, as amended.

6. PUBLIC FUNDS. The obligations of the parties under this Agreement are subject to any necessary approvals by their respective governing bodies, as well as any legal or budgetary requirements governing the expenditure of public funds. Each party in paying for performance hereunder shall make any required payments from current revenues available to the paying party.

7. WAIVER The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion. This Agreement does not waive District's rights under a legal theory of sovereign or governmental immunity. This Agreement does not waive City's rights under a legal theory of sovereign or governmental immunity.

8. GOVERNING LAW AND VENUE. If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.

9. SCOPE AND APPLICABILITY. The provisions and conditions of this Agreement are solely for the benefit of the City and District and are not intended to create any rights, contractual or otherwise, to any other person or entity.

10. FORCE MAJEURE It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, governmental restrictions, regulations, or interferences, or delays

caused by unforeseen construction or site issues, fire or other casualty, court injunction, necessary condemnation proceedings, acts of the other party, its affiliates/related entities and/or their contractors, or any actions or inactions of third parties or other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not ("Force Majeure"), the party so obligated or permitted shall be excused from doing or performing the same during such period of Force Majeure, so that the time period applicable to such performance shall be extended for a period of time equal to the period such party was delayed due to the event of Force Majeure.

11. INTERPRETATION. In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement.

12. CAPTIONS AND HEADINGS. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

13. SOLE AGREEMENT. This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and District as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

14. AUTHORITY TO EXECUTE. Each person signing on behalf of the Parties hereby confirms that they have the authority to execute this Agreement on behalf of the Party indicated by their signature.

15. SUCCESSION AND ASSIGNMENT. This Agreement is binding upon and shall inure to the benefit of the Parties, their heirs, successors and assigns. This Agreement may not be assigned by any Party hereto without the prior written notice to, and prior written approval by, the other Parties, which consent may be withheld without cause.

16. REMEDIES. Nothing in this Agreement shall be construed as, in any manner, to abridge, limit or deprive any Party hereunto of any means which it could otherwise have of enforcing any right or remedy either in law or in equity for breach of any of the provisions hereof.

17. SEVERABILITY. The Parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses, or words of this Agreement or the application of such sections, subsections, provisions, clauses, or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State of Texas or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality, or contravention shall not affect any other sections, subsections, provisions, clauses, or words of this Agreement or the application of such sections, subsections, provisions, clauses, or words to any other situation or circumstance, and it is intended that this Agreement shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause, or word had not been included herein, and the rights and obligations of the Parties hereto shall be construed and remain in force accordingly.

18. NO THIRD PARTY BENEFICIARIES. This Agreement shall inure only to the benefit of the Parties hereto and third persons not privy hereto shall not, in any form or manner, be considered a third-party beneficiary of this Agreement.

19. TERM AND TERMINATION. Notwithstanding any provisions herein that are intended to survive the term of this Agreement, this Agreement shall take effect on the Effective Date and shall remain in effect through/until December 31, 2027, unless terminated earlier as provided herein. Each Party reserves the right to terminate this Agreement in whole or in part. Notice of termination must be provided in writing, setting forth the reasons for termination, providing for a minimum of thirty (30) days to cure any defect. Termination is effective only in the event the Party fails to cure the defect within the period stated in the termination notice including any written extensions. If the Agreement is terminated, NCTCOG shall only be liable for eligible expenses incurred before the effective date of termination. The Parties may terminate this Agreement at any time by mutual written concurrence.

IN WITNESS THEREOF, the Parties hereto acting under authority of their respective governing bodies have caused this Agreement to be duly executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument, all as of the day and year first written above, which is the Effective Date of this Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY BLANK

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties acting under authority of their respective governing bodies have caused this Agreement to be duly executed in several counterparts, each of which is deemed to be an original, effective as of the date subscribed by the party whose signature makes this document fully executed.

CITY OF FORT WORTH

By: _____
Dana Burghdoff,
Assistant City Manager

Date: _____

ATTEST:

By: _____
Jannette Goodwin,
City Secretary

(CITY'S SEAL)

Recommended By:

_____
Dave Lewis, Director Park & Recreation

Contract Compliance Manager:
By signing, I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

_____
Name: Jing Yang
Title: Landscape Architect Manager

APPROVED AS TO FORM and Legality

_____
Douglas Black
Sr. Assistant City Attorney

TARRANT REGIONAL WATER DISTRICT

By:_____
Dan Buhman
General Manager

Date: _____

ATTEST:

By: _____

APPROVED AS TO FORM and Legality

_____
Stephen Tatum
General Counsel
Tarrant Regional Water District

The following attachments are incorporated into this Agreement. To the extent a conflict exists between the main body of this Agreement and the following attachments, the language in the main body of this Agreement shall be controlling.

Included	Attachment
☒	Attachment A – Mayor and Council Communication
☒	Attachment B – Location Map

Official site of the City of Fort Worth, Texas

CITY COUNCIL AGENDA

Create New From This M&C

DATE:	1/14/2025	**REFERENCE NO.:**	**M&C 25-0002	**LOG NAME:**	80RIVERSIDE PARK ILA WITH TRWD
CODE:	C	**TYPE:**	CONSENT	**PUBLIC HEARING:**	NO

SUBJECT: (CD 11) Authorize Execution of an Interlocal Agreement with Tarrant Regional Water District for Reimbursement of Construction Costs in an Amount Not to Exceed $550,000.00 for the Improvements at Riverside Park, Adopt Appropriation Ordinances Totaling $600,000.00 from Available Funds, and Amend the Fiscal Year 2025-2029 Capital Improvement Program

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize execution of an Interlocal Agreement with Tarrant Regional Water District in an amount not to exceed $550,000.00 for the City's reimbursement of eligible construction costs for the purpose of funding the improvements at Riverside Park project (City Project No. 105822);
2. Adopt the attached appropriation ordinance increasing estimated receipts and appropriations in the PARD Dedication Fees Fund in the amount of $89,901.80, from available Park Planning Fee, for the purpose of funding the Improvements at Riverside Park project (City Project No. 105822);
3. Adopt the attached appropriation ordinance increasing estimated receipts and appropriations in the PARD Dedication Fees Fund in the amount of $436,244.00, from available Park Planning Fee within the Park Planning District 4.1-1 (City Project No. UN8088), 4.1-2 (City Project No. UN8089), 4.1-4 (City Project No. UN8091) and 4.13-4 (City Project No. UN8154), for the purpose of funding the Improvements at Riverside Park project (City Project No. 105822);
4. Adopt the attached appropriation ordinance increasing estimated receipts and appropriations in the PARD Gas Lease Capital Project Fund in the amount of $73,854.31, from available Gas Lease Bonus, for the purpose of funding the Improvements at Riverside Park project (City Project No. 105822); and
5. Amend the Fiscal Year 2025-2029 Capital Improvement Program.

DISCUSSION:

The purpose of this Mayor and Council Communication (M&C) is to authorize the execution of an Interlocal Agreement (ILA) with the Tarrant Regional Water District (TRWD) in an amount not to exceed $550,000.00 for the City's reimbursement of eligible construction costs for the improvements at Riverside Park (City Project No. 105822).

On October 12, 2010, the City Council adopted the River Connect Concept Plan as the Riverside Park Master Plan (M&C L-15080). The proposed plan is consistent with the use and development of floodplain land for parks throughout the Fort Worth park system and throughout the country.

The Park & Recreation Department engaged Kimley-Horn and Associates, Inc., to design Riverside Park Phase I Improvements in 2018 and 2019 (CSC No. 50377). On May 19, 2020, the City Council authorized the execution of a contract with Northstar Construction, LLC, for the construction of Riverside Park Phase I Improvements (M&C 20-0349).

Due to funding limitations, Phase I Improvements scope did not include the installation of a canoe/kayak launch and a 1,500-foot long and 8-foot wide concrete trail on the northeast side of the

park. Funding has since been identified, and staff recommends an ILA with the TRWD, which has the technical experience, to complete the installation of these improvements.

The table below summarizes funding sources for this ILA:

Fund	Amount
Park Dedication Fees Funds (Unspecified-All Funds)	$89,901.80
PARD Gas Lease Capital Project Funds (Unspecified-All Funds)	$73,854.31
Park Dedication Fees Funds	$436,243.89
Total	**$600,000.00**

The table below summarizes project expenditures:

	Amount
Riverside Park ILA with TRWD	$550,000.00
Project Contingency	$50,000.00
Project Total	**$600,000.00**

Funding for this project was not included in the FY2025-2029 Capital Improvement Program. This M&C will amend the FY2025-2029 Capital Improvement Program as approved in connection with Ordinance 27107-09-2024.

After completion of construction, TRWD will maintain the canoe / kayak launch, and the City will maintain the 1,500-foot long and 8-foot wide concrete trail along with the other park amenities. This new concrete trail is estimated to increase the department's annual maintenance by $4,500.00 beginning in FY2025.

A business equity goal is not assigned when purchasing from an approved purchasing cooperative or public entity.

This project is located in COUNCIL DISTRICT 11.

FISCAL INFORMATION/CERTIFICATION:

The Director of Finance certifies that funds are currently available in the Riverside Park TRV Reno & Dev project within the PARD Dedication Fees and PARD Gas Lease Capital Project Funds and in the PPD 4.1-1, PPD 4.1-2, PPD 4.1-4 and PPD 4.13-4 projects within the PARD Dedication Fees Fund and upon approval of the above recommendations and adoption of the attached appropriation ordinances, funds will be available in the PARD Dedication Fees and PARD Gas Lease Capital Project Funds for the 25 TRWD Riverside ILA project to support the above recommendations and execution of the agreement. Prior to an expenditure being incurred, the Park & Recreation Department has the responsibility of verifying the availability of funds.

TO

Fund	Department ID	Account	Project ID	Program	Activity	Budget Year	Reference # (Chartfield 2)	Amount

FROM

Fund	Department ID	Account	Project ID	Program	Activity	Budget Year	Reference # (Chartfield 2)	Amount

Submitted for City Manager's Office by: Jesica L. McEachern (5804)

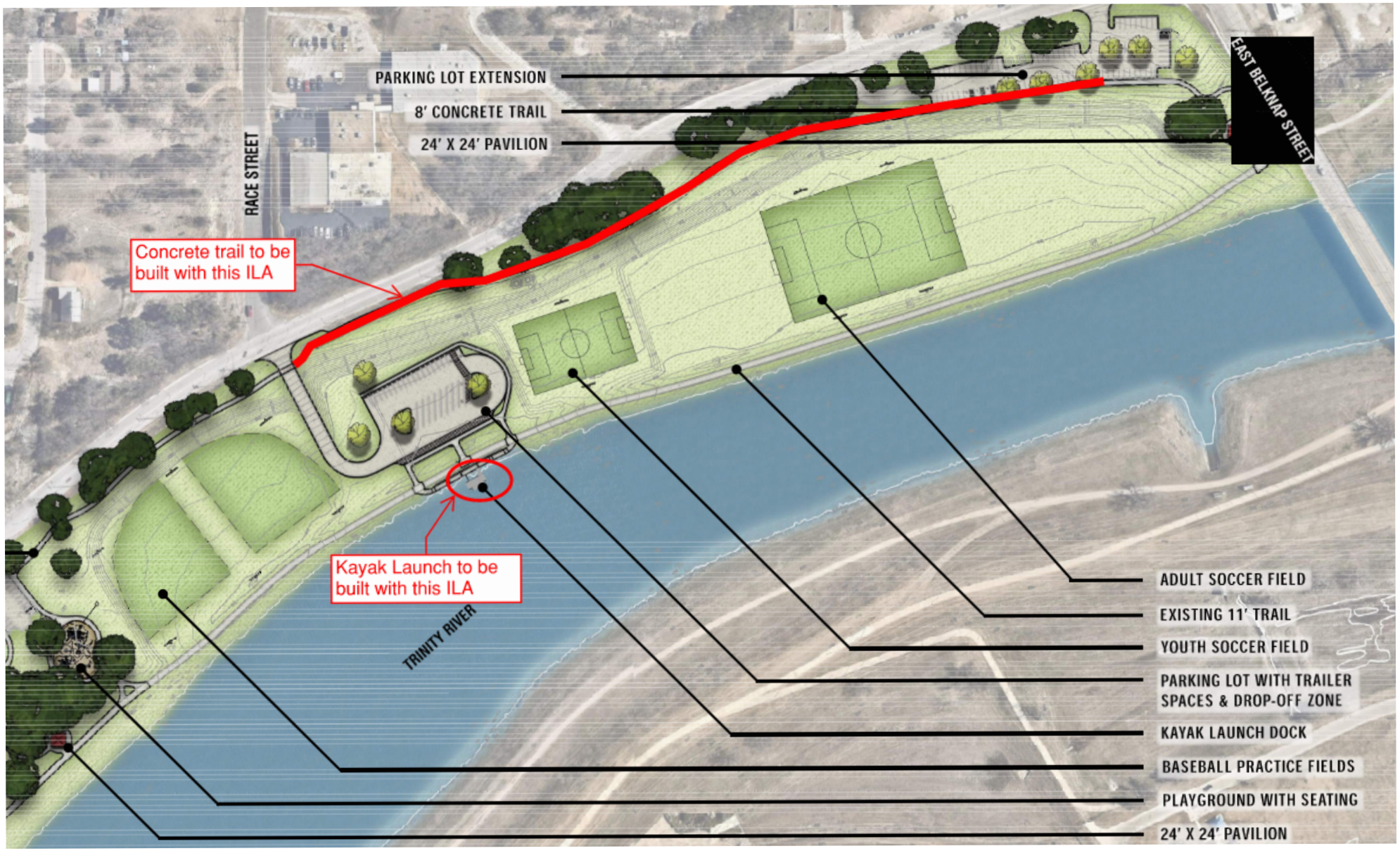
Originating Department Head: Richard Zavala (5704)

Additional Information Contact: Joel McElhany (5745)

ATTACHMENTS

2024.09.30 Riverside ILA TRWD Revised(dwbRL10.18.24).docx (CFW Internal)
80 RIVERSIDE PARK ILA WITH TRWD.XLSX (CFW Internal)
80RIVERSIDE PARK ILA WITH TRWD.docx (CFW Internal)
ORD.APP_80RIVERSIDE PARK ILA WITH TRWD_30110_AO25(R2).docx (Public)
ORD.APP_80RIVERSIDE PARK ILA WITH TRWD_30110_AO25(R3).docx (Public)
ORD.APP_80RIVERSIDE PARK ILA WITH TRWD_30110_AO25(R4).docx (Public)
Riverside Park_Site Plan.pdf (Public)

Attachment B



Location Map

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 9

DATE: April 15, 2025

SUBJECT: **Consider Appointment of Director to the Board of Directors of the Trinity River Vision Authority**

FUNDING: N/A

RECOMMENDATIONS:

Management recommends that the District appoint Jay Chapa, the current Fort Worth City Manager, to the Board of Directors of the Trinity River Vision Authority.

DISCUSSION:

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

By Resolution dated August 21, 2018, the TRWD Board of Directors appointed David Cooke to a four-year term as a director of TRVA. The TRWD Board re-appointed Mr. Cooke for an additional four-year term on August 16, 2022, and he has served in this capacity since that time. Mr. Cooke has retired from his position as City Manager of the City of Fort Worth and the City has requested that Jay Chapa fill his role as a TRVA Director.

Under TRVA bylaws, as amended, vacancies on the TRVA board shall be filled for the unexpired term by the board of directors of TRWD. Management recommends filling that vacancy immediately to maintain consistency of leadership at TRVA. The newly appointed TRVA director will serve for the remainder of Mr. Cooke's unexpired term, which ends on August 16, 2026.

For reference, the Board of Directors of TRVA currently consists of the following directors:

G.K. Maenius	Bob Riley
Dan Buhman	Carlos Flores
James Hill	

This item was reviewed by the Administration and Policy Committee on April 10, 2025.

Submitted by:

Dan Buhman
General Manager

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 11

DATE: April 15, 2025

SUBJECT: **Executive Session**

FUNDING: N/A

RECOMMENDATION:

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

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

Section 551.076 of the Texas Government Code Regarding Security Devices or Security Audits

DISCUSSION:

- Pending litigation
- Real property issues
- Security issues

Submitted By:

Stephen Tatum
General Counsel

TARRANT REGIONAL WATER DISTRICT

AGENDA ITEM 12

DATE: April 15, 2025

SUBJECT: **Consider Approval of Contract with Flair Data Systems for Network Equipment and Support to Maintain the Fort Worth and JB3 Data Centers**

FUNDING: Fiscal Year 2025 Revenue Fund Budget - $528,000

RECOMMENDATION:

Management recommends approval of a contract **in the amount of $364,733.23** with Flair Data Systems to renew a Cisco network support subscription and replace Cisco hardware that has reached end-of-life.

DISCUSSION:

This hardware lifecycle refresh and support contract will sustain critical IT infrastructure that enables core network communications throughout the district. The refresh is essential to ensure ongoing support, security updates, and minimized downtime resulting from obsolete equipment no longer eligible for support. Additionally, this purchase will grant the district comprehensive technical support, continuous software updates, and access to future feature enhancements.

This contract is through the DIR cooperative purchasing contract DIR-CPO-5347.

This item was reviewed by the Construction and Operations Committee on April 10, 2025.

Submitted By:

Travis Bird
Director of Information Services

Next Scheduled Board Meetings

Special Called Meeting: May 14, 2025 at 9:00am

Monthly Meeting: May 20, 2025 at 9:00am