

CITY SECRETARY
CONTRACT NO. 53549

CITY OF FORT WORTH, TEXAS
AGREEMENT FOR EMERGENCY PROFESSIONAL SERVICES

This AGREEMENT is between the City of Fort Worth, a Texas home-rule municipality ("City"), and Kimley-Horn & Associates, Inc., authorized to do business in Texas ("Consultant"), for a PROJECT generally described as: Sanitary Sewer Mains M-182 and M-191 Crossing I.H. 820 - Emergency.

Article I
Scope of Services

- (1) Consultant hereby agrees to perform as an independent contractor the services set forth in the Scope of Services attached hereto as Attachment "A". These services shall be performed in connection with Sanitary Sewer Mains M-182 and M-191 Crossing I.H. 820 Emergency Project.
- (2) Additional services, if any, will be requested in writing by the City. City shall not pay for any work performed by Consultant or its subconsultants, subcontractors and/or suppliers that has not been ordered in writing. It is specifically agreed that Consultant shall not be compensated for any alleged additional work resulting from oral orders of any person.

Article II
Compensation

Consultant shall be compensated in accordance with the Fee Schedule shown in Attachment "B". Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment "A". However, the total fee paid by the City shall not exceed a total of \$120,000.00 unless the City and the Consultant mutually agree upon a fee amount for additional services and amend this Agreement accordingly.

The Consultant shall provide invoices to the City. Payment for services rendered shall be due within thirty (30) days of the uncontested performance of the particular services so ordered and receipt by City of Consultant's invoice for payment of same.

Acceptance by Consultant of said payment shall operate as and shall release the City from all claims or liabilities under this Agreement for anything related to, done, or furnished in connection with the services for which payment is made, including any act or omission of the City in connection with such services.

Article III
Term

Unless terminated pursuant to Article VIII herein, this Agreement shall be for a term until the completion of the subject matter contemplated herein.

Article IV Independent Contractor

Consultant shall operate hereunder as an independent contractor, and not as an officer, agent, servant, or employee of the City. Consultant shall have exclusive control of and the exclusive right to control the details of the work to be performed hereunder and of all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors. The doctrine of *respondeat superior* shall not apply as between City and Consultant, its officers, agents, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint venture between City and Consultant.

Article V Professional Competence and Indemnification

- (1) Work performed by Consultant shall comply in all aspects with all applicable local, state and federal laws and with all applicable rules and regulations promulgated by the local, state and national boards, bureaus and agencies. Approval by the City shall not constitute or be deemed to be a release of the responsibility and liability of Consultant or its officers, agents, employees, contractors and subcontractors for the accuracy and competency of its services performed hereunder.
- (2) ***THE CONSULTANT, AT NO COST TO THE CITY, AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS SERVANTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO CONSULTANT'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO, ARISE OUT OF OR BE OCCASIONED BY CONSULTANT'S BREACH OF (i) ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (ii) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF CONSULTANT, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS (OTHER THAN THE CITY) OR SUBCONTRACTORS, RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT. THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.***

Article VI Insurance

- (1) Consultant shall not commence work under this Agreement until it has obtained all insurance required under this Article and the City has approved such insurance, nor shall Consultant allow any subcontractor to commence work on its subcontract until all similar insurance of the subcontractor has been so obtained and approval given by the City; provided, however, Consultant may elect to add any subconsultant as an additional insured under its liability policies.

Commercial General Liability
\$1,000,000 each occurrence
\$2,000,000 aggregate

Automobile Liability
\$1,000,000 each accident (or reasonably equivalent limits of coverage if written on a split limits basis). Coverage shall be on any vehicle used in the course of the Project.

Worker's Compensation
Coverage A: statutory limits
Coverage B: \$100,000 each accident
\$500,000 disease - policy limit
\$100,000 disease - each employee

(2) Additional Insurance Requirements

- a. Except for employer's liability insurance coverage under Consultant's worker's compensation insurance policy, the City, its officers, employees and servants shall be endorsed as an additional insured on Consultant's insurance policies.
- b. Certificates of insurance shall be delivered to the Water Department, Attention: Tony Sholola, P.E., 311 W 10th Street, Fort Worth, TX 76102, prior to commencement of work.
- c. Any failure on part of the City to attach the required insurance documentation hereto shall not constitute a waiver of the insurance requirements specified herein.
- d. Each insurance policy shall be endorsed to provide the City a minimum thirty days notice of cancellation, non-renewal, and/or material change in policy terms or coverage. A ten days notice shall be acceptable in the event of non-payment of premium.
- e. Insurers must be authorized to do business in the State of Texas and have a current A.M. Best rating of A: VII or equivalent measure of financial strength and solvency.
- f. Other than worker's compensation insurance, in lieu of traditional insurance, City may consider alternative coverage or risk treatment measures through insurance pools or risk retention groups. The City must approve in writing any alternative coverage.
- g. Workers' compensation insurance policy(s) covering employees employed on the Project shall be endorsed with a waiver of subrogation providing rights of recovery in favor of the City.

- h. City shall not be responsible for the direct payment of insurance premium costs for Consultant's insurance.
- i. Consultant's insurance policies shall each be endorsed to provide that such insurance is primary protection and any self-funded or commercial coverage maintained by City shall not be called upon to contribute to loss recovery.
- j. In the course of the Agreement, Consultant shall report, in a timely manner, to City's officially designated contract administrator any known loss occurrence which could give rise to a liability claim or lawsuit or which could result in a property loss.
- k. Consultant's liability shall not be limited to the specified amounts of insurance required herein.
- l. Upon the request of City, Consultant shall provide complete copies of all insurance policies required by these Agreement documents.

Article VII Transfer or Assignment

City and Consultant each bind themselves, and their lawful successors and assigns, to this Agreement. Consultant, its lawful successors and assigns, shall not assign, sublet or transfer any interest in this Agreement without prior written consent of the City.

Article VIII Termination of Contract

- (1) a. City may terminate this Agreement for its convenience on 30 days' written notice to Consultant.

b. Either the City or the Consultant, for cause, may terminate this Agreement if either party fails substantially to perform through no fault of the other and the nonperforming party does not commence correction of such nonperformance within 5 days' written notice or thereafter fails to diligently complete the correction.
- (2) If City chooses to terminate this Agreement, upon receipt of notice of termination, Consultant shall discontinue services rendered up to the date of such termination and City shall compensate Consultant based upon calculations in Article II of this Agreement and Exhibit "B" attached hereto and incorporated herein.
- (3) All reports, whether partial or complete, prepared under this Agreement, including any original drawings or documents, whether furnished by the City, its officers, agents, employees, consultants, or contractors, or prepared by Consultant, shall be or become the property of the City, and shall be furnished to the City prior to or at the time such services are completed, or upon termination or expiration of this Agreement.

Article IX Right to Audit

- (1) Consultant agrees that the City shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions relating to this Agreement. Consultant agrees that the City shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Consultant reasonable advance notice of intended audits.
- (2) Consultant further agrees to include in all its subcontracts hereunder, a provision to the effect that the subcontracting consultant agrees that the City shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that City shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this article. City shall give Consultant and any sub-consultant reasonable advance notice of intended audit.
- (3) Consultant and sub-consultants agree to photocopy such documents as may be requested by the City. The City agrees to reimburse Consultant for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

Article X Minority Business and Small Business Enterprise (MBE)(SBE) Participation

In accordance with the City's Business Diversity goals (Chapter 20, Article X of the City's Code of Ordinances a/k/a Ordinance No. 20020-12-2011, as amended), the City has goals for the participation of minority business enterprises and/or small business enterprises in City contracts. Consultant acknowledges the MBE and SBE goals established for this Agreement and its accepted written commitment to MBE and SBE participation. Any misrepresentation of facts (other than a negligent misrepresentation) and/or the commission of fraud by the Consultant may result in the termination of this Agreement and debarment from participating in City contracts for a period of time of not less than three (3) years.

A waiver of section has been granted by the MWBE Office.

Article XI Observe and Comply

Consultant shall at all times observe and comply with all federal, state, and local laws and regulations and with all City ordinances and regulations which in any way affect this

Agreement and the work hereunder, and shall observe and comply with all orders, laws ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. Consultant agrees to defend, indemnify and hold harmless City and all of its officers, agents and employees from and against all claims or liability arising out of the violation of any such order, law, ordinance, or regulation, whether it be by itself or its employees.

Form 1295 Certification No. N/A

Article XII Immigration Nationality Act

Consultant shall verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, Consultant shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Consultant shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Consultant employee who is not legally eligible to perform such services. **CONSULTANT SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY CONSULTANT, CONSULTANT'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** City, upon written notice to Consultant, shall have the right to immediately terminate this Agreement for violations of this provision by Consultant.

Article XIII Venue and Jurisdiction

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 or the United States District Court for the Northern District of Texas – Fort Worth Division. This Agreement shall be construed in accordance with the laws of the State of Texas.

Article XIV Contract Construction

The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

Article XV Severability

The provisions of this Agreement are severable, and if any word, phrase, clause,


sentence, paragraph, section or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

Article XVI Notices

Notices to be provided hereunder shall be sufficient if forwarded to the other Party by hand-delivery or via U.S. Postal Service certified mail return receipt requested, postage prepaid, to the address of the other Party shown below:

City of Fort Worth
Attn: Tony Sholola, P.E.
Water Department
311 W 10th Street
Fort Worth, Texas 76102

Consultant:

Kimley-Horn & Associates, Inc.
Attn: Glen A. Gary, P.E. 
801 Cherry Street, Unit 11, Suite 1300
Fort Worth, Texas 76102

Article XVII Prohibition On Contracts With Companies Boycotting Israel

Consultant acknowledges that in accordance with Chapter 2270 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this contract, Consultant certifies that Consultant's signature provides written verification to the City that Consultant: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.***

Article XVIII Headings

The headings contained herein are for the convenience in reference and are not intended

to define or limit the scope of any provision of this Agreement

Article XIX Counterparts

This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

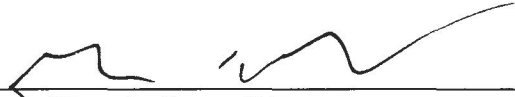
BY:
CITY OF FORT WORTH



Dana Burghdoff
Interim Assistant City Manager

Date: 2/14/2020

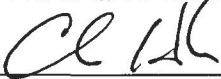
BY:
CONSULTANT
Kimley-Horn & Associates, Inc.



Glen A. Gary, P.E.
Senior Vice President

Date: 2-6-2020

APPROVAL RECOMMENDED:

By: 

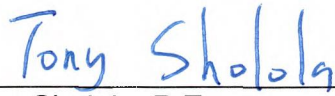
Chris Harder, P.E.
Director, Water Department

M&C No: N/A (Attached 01/27/20 emergency memo.)

M&C Date: N/A (Attached 01/27/20 emergency memo.)

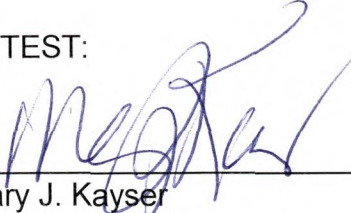
Contract Compliance Manager:

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.



Tony Sholola, P.E.
Sr. Capital Projects Officer

ATTEST:



Mary J. Kayser
City Secretary



APPROVED AS TO FORM AND LEGALITY

By: 

Douglas A. Black
Senior Assistant City Attorney

ATTACHMENT A

Scope for Engineering Design Related Services for Water and/or Sanitary Sewer Improvements

DESIGN SERVICES FOR SANITARY SEWER MAINS M-182 AND M-191 CROSSING IH 820 - EMERGENCY

CITY PROJECT NO.: N/A

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

WORK TO BE PERFORMED

PROJECT DESCRIPTION:

The ENGINEER will also assist the City in the preparation of Construction Documents for the replacement of the 12-inch M-182 and 10-inch M-191 sanitary sewer mains that have collapsed under IH 820 near Richardson Street. The City has made this project an emergency project due to the failure of the sewer mains, therefore, the schedule has been accelerated.

- Task 1. Design Management
- Task 2. Conceptual Design
- Task 3. Final Design
- Task 4. Construction Document Preparation
- Task 5. Bid Phase Services
- Task 6. Construction Phase Services
- Task 7. Record Drawings and Closeout
- Task 8. ROW/Easement Services
- Task 9. Survey

TASK 1. DESIGN MANAGEMENT.

1.1. Project Administration

- Attend a pre-design project kickoff/chartering meeting with CITY staff to confirm and clarify scope, understand CITY objectives, and ensure economical and functional designs that meet CITY requirements
- Conduct review meetings with the CITY at the end of each design phase
- Prepare invoices and submit monthly in the format requested by the CITY.
- Prepare and submit monthly progress reports in the format provided by the Water Department.
- Prepare and submit baseline Project Schedule initially, and Project Schedule updates with a schedule narrative monthly, as required in Attachment D to this

Standard Agreement and according to the City of Fort Worth's Schedule Guidance Document.

- Complete Monthly SBE Report Form and Final Summary Payment Report Form at the end of the project
- Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure, and provide and obtain information needed to prepare the design
- With respect to coordination with permitting authorities, ENGINEER shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. ENGINEER shall work with regulatory authorities to obtain approval of the designs, and make changes necessary to meet their requirements, as part of the design scope.
- Personnel and Vehicle Identification: When conducting site visits to the project location, the ENGINEER or any of its sub-consultants shall carry readily visible information identifying the name of the company and the company representative.
- Coordinate SBE and non-SBE Subconsultants to complete the scope of services.

ASSUMPTIONS

- 6 SBE reports will be prepared
- 6 meetings with city staff
- 6 monthly water department progress reports will be prepared
- 6 monthly project schedule updates will be prepared

DELIVERABLES

- A. Meeting summaries with action items
- B. Monthly invoices
- C. Monthly progress reports
- D. Baseline design schedule
- E. Monthly schedule updates with schedule narrative describing any current or anticipated schedule changes
- F. Monthly M/WBE Report Form and Final Summary Payment Report Form

TASK 2. CONCEPTUAL DESIGN.

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

The purpose of the Conceptual Design is for the ENGINEER to

- Study the project,
- Identify and develop alternatives that enhance the system,
- Present (through the defined deliverables) these alternatives to the CITY,
- Recommend the alternatives that successfully addresses the design problem, and
- Obtain the CITY's endorsement of this concept.

ENGINEER will develop the Conceptual Design of the infrastructure as follows:

2.1. Data Collection

- The ENGINEER will seek to obtain data from the CITY, including, but not limited to GIS files, record drawings, and sewer maps.
- In addition to data obtained from the CITY, ENGINEER will research proposed improvements in conjunction with any other planned future improvements that may influence the project.
- The ENGINEER will also identify and seek to obtain data for existing conditions that may impact the project including but not limited to; utilities, agencies (TxDOT and railroads), City Master Plans, and property ownership as available from the Tax Assessor's office.
- The data collection efforts will also include conducting special coordination meetings with affected property owners and businesses as necessary to develop sewer re-routing plans.
- The ENGINEER shall visit the project site to identify any potential conflicts and seek alternative sewer main alignments.

2.2. Stakeholder Coordination

- The Engineer shall coordinate with the following stakeholders regarding the proposed force main and potential impacts:
 - Texas Department of Transportation (TxDOT)

2.3. Sewer Main Alignment Evaluation

- ENGINEER will perform an alignment evaluation for up to 3 (three) sewer main alignments. Alignment evaluation will include the length of sewer main, number of easements, permitting requirements, and Opinions of Probable Construction Cost for each alignment.

2.4. Geotechnical Investigations

- ENGINEER shall advise the CITY of test borings and other subsurface investigations that may be needed for the project.

2.5. The Conceptual Design Package shall include the following:

- Graphic exhibits and written summary of alternative design concepts considered, strengths and weaknesses of each, and the rationale for selecting the recommended design concept.
- Documentation of key design decisions related to:
- Opinions of probable construction cost.

2.6. Subsurface Utility Engineering (SUE)

- ENGINEER will review City and/or TxDOT provided SUE information

ASSUMPTIONS

- 3 copies of the conceptual design package (30% design) will be delivered. Drawings will be 11x17 size fold outs.
- 2 site visits will be conducted during the conceptual design phase.
- ENGINEER shall prepare the meeting notes of the Concept Review meeting.
- ENGINEER shall not proceed with Final Design activities without obtaining written approval by the CITY of the Conceptual Design Package.

DELIVERABLES

A. Conceptual Design Package

B. Opinions of probable construction cost

C. Database listing names and addresses of residents and businesses affected by the project for Right of Entry letters.

TASK 3. FINAL DESIGN (90 PERCENT).

Upon approval of the Conceptual plans, ENGINEER will prepare draft final plans (90%) as follows:

3.1. Final Design

- Draft Final plans (90%) and specifications shall be submitted to CITY per the approved Project Schedule.
- Drawings will incorporate all City comments from the Conceptual Design Package
- Drawings will be prepared in accordance with City Construction Standards

- Development of Final Design Drawings and Specifications shall include the following:
 - Cover Sheet
 - A Project Control Sheet, showing all Control Points, used or set while gathering data. Generally on a scale of not less than 1:400. The following information shall be indicated for each Control Point: Identified (existing City Monument #8901, PK Nail, 5/8" Iron Rod); X, Y and Z Coordinates, in an identified coordinate system, and a referred bearing base. Z coordinate on City Datum only; descriptive location (i.e. set in the centerline of the inlet in the South curb line of North Side Drive at the East end of radius at the Southeast corner of North Side Drive and North Main Street).
 - Overall project easement layout sheet(s) with property owner information.
 - Overall project water and/or sanitary sewer layout sheets. The water layout sheet shall identify the proposed water main improvement/ existing water mains in the vicinity and all water appurtenances along with pressure plane boundaries, water tanks, pump stations, valves, and fire hydrants. The sewer layout sheet shall identify the proposed sewer main improvement/existing sewer mains and all sewer appurtenances in the vicinity.
 - Overall water and/or sanitary sewer abandonment sheet.
 - **Coordinates** on all P.C.'s, P.T.'s, P.I.'s, manholes, valves, mainline fittings, etc., in the same coordinate system as the Control Points.
 - Bench marks per 1,000 ft of plan/profile sheet – two or more.
 - Bearings given on all proposed centerlines, or baselines.
 - Station equations relating utilities to paving, when appropriate.
 - Plan and profile sheets which show the following: proposed water and/or sanitary sewer plan/profile and recommended pipe size, fire hydrants, water service lines and meter boxes, gate valves, isolation valves, manholes, existing meter numbers and sizes that are to be replaced, existing sample locations, existing fire line locations, existing utilities and utility easements, and all pertinent information needed to construct the project. Legal description (Lot Nos., Block Nos., and Addition Names) along with property ownership shall be provided on the plan view.
 - Detail sheets

3.2. Geotechnical Investigation

- Soil investigations, including field and laboratory tests, borings, related engineering analysis and recommendations for determining soil conditions will be made. In addition to the above investigations, borings and appropriate field and laboratory analysis will be made at reasonable intervals along the project alignment for the Contractor's use in determining soil conditions for preparing bids and a Trench Safety Plan.

3.3. Utility Clearance

- The ENGINEER will consult with the CITY's Transportation and Public Works Department, Water Department, and other CITY departments, public utilities, private utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. ENGINEER will design CITY facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs.
- The ENGINEER shall upload individual DWF files for each plan sheet of the approved preliminary plan set to the designated project folder in Buzzsaw for forwarding to all utility companies which have facilities within the limits of the project. The DWF files should be created directly from the CAD files as opposed to PDF files.

3.4. Permitting Services

- Texas Department of Transportation (TxDOT)
- Prepare up to two (2) permits for utilities accommodation within TxDOT ROW in accordance with the TxDOT requirements.

3.5. The Engineer shall meet with the following stakeholders (as required) regarding the proposed force main and potential impacts:

- TxDOT
- The ENGINEER shall submit a final design opinion of probable construction cost with the 90% design package.

ASSUMPTIONS

- The CITY's front end and technical specifications shall be used. The ENGINEER shall supplement the technical specifications if needed.
- 2 site visits will be conducted during the final design phase.
- 3 borings at a bore depth of 25 feet each will be provided.
- 2 sets of 11x17 size drawings and 2 sets of 22x34 size drawings and 2 specifications will be delivered for the 90% Design package.
- Traffic Control will be the responsibility of the Contractor
- Design Drawings will be uploaded to Buzzsaw (.dwf and .pdf)
- Design Specifications will be uploaded to Buzzsaw (.pdf)
- Estimated Final Sheet List:
 - Civil Plans:
 - Cover

- Sheet Index, General Notes, Project Specific Notes
- Construction Sequencing Sheet
- Dimensional Control Sheet
- Existing and Proposed Sewer Layouts (2 sheets)
- Existing Water Layout
- Existing and Proposed Easement Sheet
- Bypass Pumping Plan
- Proposed Sewer Plan and Profile (5 sheets)
- Surface Repair
- City Standard Details (3 sheets)
- Project Specific Details (2 sheets)
- Erosion Control Plan (2 sheets)
- Erosion Control Details (2 sheets)

DELIVERABLES

- A. 90% construction plans and specifications (hard copies and file formats indicated above).
- B. Detailed opinions of probable construction costs including summaries of bid items and quantities using the CITY's standard bid items and format.
- C. One pdf copy of applicable permits.

TASK 4. CONSTRUCTION DOCUMENT PREPARATION.

Upon approval of the Final Design plans, ENGINEER will prepare construction documents as follows:

- Address and incorporate City comments from the 90% Final Design review.
- Draft Final plans (90%) and specifications shall be submitted to CITY per the approved Project Schedule.
- Following a 90% construction plan review meeting with the CITY, the ENGINEER shall commence with preparation of the Construction Documents, and provide the package to the CITY per the approved Project Schedule. Each plan sheet shall be stamped, dated, and signed by the ENGINEER registered in State of Texas.
- The ENGINEER shall submit a final design opinion of probable construction cost with the Construction Documents design package.

ASSUMPTIONS

- 2 sets of 11x17 size drawings and 2 sets of 22x34 size drawings and 2 specifications will be delivered for the Construction Document package.
- Design Drawings will be uploaded to Buzzsaw (.dwf and .pdf)
- Design Specifications will be uploaded to Buzzsaw (.pdf)

DELIVERABLES

- A. Signed and Sealed Bid Documents.
- B. Detailed opinions of probable construction costs including summaries of bid items and quantities using the CITY's standard bid items and format.
- C. Original cover mylar for the signatures of authorized CITY officials.

TASK 5. BID PHASE SERVICES.

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

5.1. Bid Support

- The ENGINEER shall upload all plans and contract documents onto Buzzsaw for access to potential bidders.
 - Contract documents shall be uploaded in a .xls file.
 - Unit Price Proposal documents are to be created utilizing CFW Bidtools only and combined in a specified spreadsheet workbook, Bid Proposal Worksheet Template, and will be populated and configured so that all pages are complete and the Summary Worksheet(s) in the workbook detail and automatically summarize the totals from the inserted Unit Price Proposal document worksheets.
 - Plan Sets are to be uploaded to Buzzsaw in two formats, .pdf and .dwf files. The .pdf will consist of one file of the entire plan set. The .dwf will consist of individual files, one for each plan sheet, and will be numbered and named in a manner similar to that of the plan set index.
- The ENGINEER shall sell contract documents and maintain a plan holders list on Buzzsaw from documents sold and from Contractor's uploaded Plan Holder Registrations in Buzzsaw.
- The ENGINEER will develop and implement procedures for receiving and answering bidders' questions and requests for additional information. The procedures shall include a log of all significant bidders questions and requests and the response thereto. The log shall be housed and maintained in the project's Buzzsaw folder titled Request for Information. The ENGINEER will provide technical interpretation of the contract bid documents and will prepare

proposed responses to all bidders questions and requests, in the form of addenda. The ENGINEER shall upload all approved addenda onto Buzzsaw and mail addenda to all plan holders.

- Attend the prebid conference in support of the CITY.
- Assist the CITY in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.
- Attend the bid opening in support of the CITY.
- Tabulate and review all bids received for the construction project, assist the CITY in evaluating bids, and recommend award of the contract. A copy of the Bid Tabulation and the CFW Data Spreadsheet created utilizing CFW Bidtools only are to be uploaded into the project's Bid Results folder on Buzzsaw.
- Incorporate all addenda into the contract documents and issue conformed sets.

ASSUMPTIONS

- The project will be bid only once and awarded to one contractor.
- 1 set of construction documents will be sold to and made available on Buzzsaw for plan holders and/or given to plan viewing rooms.
- 5 sets of 11x17 size and 5 sets of 22x34 size drawings plans and 5 specifications (conformed, if applicable) will be delivered to the CITY.
- PDF, DWF and DWG files will be uploaded to Buzzsaw.

DELIVERABLES

- A. Addenda
- B. Bid tabulations
- C. CFW Data Spreadsheet
- D. Recommendation of award
- E. Construction documents (conformed, if applicable)
- F. GIS Shapefiles of final alignments in .shp format

TASK 6. CONSTRUCTION PHASE SERVICES.

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

6.1. Construction Support

- The ENGINEER shall attend the preconstruction conference.
- After the pre-construction conference, the ENGINEER shall provide project exhibits and attend public meeting to help explain the proposed project to residents. The CITY shall select a suitable location and mail the invitation letters to the affected customers.
- Prepare and distribute Meeting Notes.
- On-site Observation
 - Make up to twelve (6) site visits at intervals as directed by CITY in order to observe the progress of the work.
 - Such visits and observations by ENGINEER are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on ENGINEER'S exercise of professional judgment. Based on information obtained during such visits and such observations, ENGINEER will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and

ENGINEER will keep CITY informed of the general progress of the Work.

- The purpose of ENGINEER'S site visits will be to enable ENGINEER to better carry out the duties and responsibilities specifically assigned in this Agreement to ENGINEER, and to provide CITY a greater degree of confidence that the completed Work will conform in general to the Contract Documents. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- Progress Meetings
 - Attend monthly progress meetings (up to 6), and visit the site for observation at that time.
- Shop drawing, samples and other submittals Review
 - Review up to fifteen (15) shop drawings, samples and other submittals submitted by the contractor for general conformance with the design concepts and general compliance with the requirements of the contract for construction.
 - Such review, approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs and shall not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.
 - Log all shop drawings, samples and other submittals.
- Substitutions
 - Evaluate and determine the acceptability of up to ten (5) substitute or "or-equal" materials proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of the state or the CITY.
- Request for information (RFI):
 - Provide necessary interpretations and clarifications of contract documents, and make recommendations as to the acceptability of the work for up to four (4) RFI's. ENGINEER will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to CITY as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by CITY.
- Change Orders
 - Provide support for Change Orders as requested by the CITY. Change Order support may include review and recommendations to the CITY for the execution of change orders.
- Final PROJECT Walk Through
 - Attend the "Final" PROJECT Part walk through and assist with preparation of final punch list. Attend one (1) final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents.

- ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. ENGINEER shall not have the authority or responsibility to stop the work of any Contractor.

ASSUMPTIONS

- 15 Shop drawings submittals are assumed.
- 4 RFI's are assumed.
- 2 Change Orders are assumed

DELIVERABLES

- A. Public meeting exhibits
- B. Response to Contractor's Request for Information
- C. Review of Change Orders
- D. Review of shop drawings
- E. Final Punch List items

TASK 7. RECORD DRAWINGS.

ENGINEER will provide the following for record drawings and project closeout:

7.1. Record Drawings

- The ENGINEER shall prepare Record Drawings from information provided by the CITY depicting any changes made to the Final Drawings during construction. The following information shall be provided by the CITY:
 - As-Built Survey
 - Red-Line Markups from Contractor
 - Red-Line Markups from City Inspector
 - Copies of Approved Change Orders
 - Approved Substitutions
- The ENGINEER shall modify the Final Drawings electronically and shall place a stamp on the plans indicating that they represent Record Drawings of the project as constructed. The stamp shall be signed and dated by the ENGINEER and shall be placed on each plan sheet, whether there are any revisions on the sheet or not. Each sheet shall clearly indicate all changes which apply to that sheet by clouding and numbering, or other suitable means.
- The following disclaimer shall be included with the Record Drawing stamp:

- These Record Drawings were prepared using information provided by others and represent the as constructed conditions to the extent that documented changes were provided for recording. The ENGINEER assumes no liability for undocumented changes and certifies only that the documented changes are accurately depicted on these drawings.
- The ENGINEER shall submit a set of sealed Final Drawings, modified and stamped as Record Drawings, on mylar for record storage. The ENGINEER may keep copies of the information provided by the CITY for their files, but all original red-lined drawings shall be returned to the CITY with the mylars.

ASSUMPTIONS

- One copy of full size (22"x34") mylars will be delivered to the CITY.

DELIVERABLES

- A. Record Drawings on Mylar
- B. PDF and DWF Record Drawings files will be uploaded to Buzzsaw.
- C. GIS shapefiles will be provided to the City in .shp format.
- D. Approved Pipe Shop Drawings.

TASK 8. ROW/EASEMENT SERVICES.

ENGINEER will support and perform activities related to ROW and land as outlined below, per scoping direction and guidance from the CITY's Project Manager.

8.1. Right-of-Way Research

- The ENGINEER shall determine rights-of-way, easements needs for construction of the project. Required temporary and permanent easements will be identified based on available information and recommendations will be made for approval by the CITY.

8.2. Right-of-Way/Easement Preparation and Submittal.

- The ENGINEER shall prepare documents to be used to obtain right-of-way and permanent and/or temporary easements required to construct the improvements.
- The ENGINEER shall submit the right-of-way and/or easement documents to CITY PM for real property acquisition
- The documentation shall be provided in conformance with the checklists and templates available on the CITY's Buzzsaw site.

ASSUMPTIONS

- Up to 5 Permanent Easement documents will be necessary.
- Up to 5 Temporary Construction Easement documents will be necessary.

- Up to 1 Property Boundary Survey documents will be necessary.
- Right-of-Way research and mapping includes review of property/right-of-way records based on current internet based Tarrant Appraisal District (TAD) information available at the start of the project and available on-ground property information (i.e. iron rods, fences, stakes, etc.). It does not include effort for chain of title research, parent track research, additional research for easements not included in the TAD, right-of-way takings, easement vacations and abandonments, right-of-way vacations, and street closures.

DELIVERABLES

- A. Property Boundary and Easement exhibits and meets and bounds provided on CITY forms.

TASK 9. SURVEY.

ENGINEER will provide survey support as follows.

9.1. Design Survey

- ENGINEER will perform field surveys to collect horizontal and vertical elevations and other information needed by ENGINEER in design and preparation of plans for the project. Information gathered during the survey shall include topographic data, elevations of all sanitary and adjacent storm sewers, rim/invert elevations, location of buried utilities, structures, trees (measure caliper, identify overall canopy, and have qualified arborist identify species of trees), and other features relevant to the final plan sheets. Existing drainage at intersections will be verified by field surveys. Spot elevations will be shown on intersection layouts with cross slope to fit intersecting grade lines.
- ENGINEER will gather the LIDAR data (contour information) from USGS. The LIDAR contour information will be used for the survey within TxDOT's IH 820 right-of-way.
- The minimum survey information to be provided on the plans shall include the following:
 - A Project Control Sheet, showing **ALL** Control Points, used or set while gathering data. Generally on a scale of not less than 1:400:
 - The following information about each Control Point;
 - Identified (Existing. CITY Monument #8901, PK Nail, 5/8" Iron Rod)
 - X, Y and Z Coordinates, in an identified coordinate system, and a referred bearing base. Z coordinate on CITY Datum only.
 - Descriptive Location (Ex. Set in the centerline of the inlet in the South curb line of North Side Drive at the East end of radius at the Southeast corner of North Side Drive and North Main Street).

- Coordinates on all P.C.'s, P.T.'s, P.I.'s, Manholes, Valves, etc., in the same coordinate system, as the Control.
- No less than two horizontal bench marks, per line or location.
- Bearings given on all proposed centerlines, or baselines.
- Station equations relating utilities to paving, when appropriate.
- Temporary Right of Entry Preparation and Submittal
 - Prior to entering property, the ENGINEER shall prepare and submit Temporary Right of Entry for landowners to CITY PM.
 - The documentation shall be provided in conformance with the checklists and templates available on the CITY's Buzzsaw site.

ASSUMPTIONS

- Topographic survey at intersections will include no more than 100 ft. in each direction.

ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

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

- Negotiation of easements or property acquisition including temporary right-of-entries.
- Subsurface utility engineering.
- Traffic control plans.
- Services related to development of the CITY's project financing and/or budget.
- Services related to disputes over pre-qualification, bid protests, bid rejection and re-bidding of the contract for construction.
- Construction management and inspection services
- Performance of materials testing or specialty testing services.
- Services necessary due to the default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement and inspection after final completion.
- Services related to Survey Construction Staking
- Services related to acquiring real property including but not limited to easements, right-of-way, and/or temporary right-of-entries.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.
- USACE Nation Wide Permit 12 (Utility Lines)

**ATTACHMENT B
COMPENSATION**

**Design Services for
Sanitary Sewer Mains M-182 and M-191 Crossing IH 820 - Emergency
City Project No. N/A
Time and Materials with Rate Schedule Project**

I. Compensation

A. The ENGINEER shall be compensated for personnel time, non-labor expenses, and subcontract expenses in performing services enumerated in Attachment A as follows:

- i. **Personnel Time.** Personnel time shall be compensated based upon hours worked directly in performing the PROJECT multiplied by the appropriate Labor Category Rate for the ENGINEER's team member performing the work.

Labor Category Rate as presented in the rate schedule table below is the rate for each labor category performing the work and includes all direct salaries, overhead, and profit.

Labor Category	Rate (\$/hour)
Senior Professional I	\$245 – \$270
Senior Professional II	\$185 – \$255
Professional	\$165 – \$215
Analyst	\$115 – \$180
Senior Technical Support	\$120 – \$198
Technical Support	\$90 – \$105
Support Staff	\$80 – \$120

- ii. **Non-Labor Expenses.** Non-labor expenses shall be reimbursed as Direct Expenses at invoice or internal office cost. 4.6% will be added to each invoice to cover certain other internal office cost expenses as to these tasks, such as in-house duplicating, local mileage, telephone calls, facsimiles, postage, and word processing.

Direct Expenses (non-labor) include, but are not limited to, mileage, travel and lodging expenses, mail, supplies, printing and reproduction services, other direct expenses associated with delivery of the work; plus applicable sales, use, value added, business transfer, gross receipts, or other similar taxes. Direct reimbursable expenses such as express delivery services, fees, travel, and other direct expenses will be billed at 1.10 times the cost.

ATTACHMENT B COMPENSATION

- iii. **Subcontract Expenses.** Subcontract expenses and outside services shall be reimbursed at cost to ENGINEER plus a markup of ten percent (10%).
- iv. **Budgets.** ENGINEER will make reasonable efforts to complete the work within the budget and will keep the City informed of progress toward that end so that the budget or work effort can be adjusted if found necessary.

ENGINEER is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is the City obligated to pay ENGINEER beyond these limits.

If ENGINEER projects, in the course of providing the necessary services, that the PROJECT cost presented in Article 2 of this Agreement will be exceeded, whether by change in scope of the project, increased costs or other conditions, the ENGINEER shall immediately report such fact to the City and, if so instructed by the City, shall suspend all work hereunder.

When any budget has been increased, ENGINEER's excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

- B. The ENGINEER shall be paid monthly payments as described in Section II - Method of Payment.

II. Method of Payment

- A. The ENGINEER shall be paid by the City based upon an invoice created on the basis of statements prepared from the books and records of account of the ENGINEER, based on the actual hours and costs expended by the ENGINEER in performing the work.
- B. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of the ENGINEER.
- C. ENGINEER shall prepare and submit invoices in the format and including content as presented in Exhibit B-1.
- D. Payment of invoices will be subject to certification by the City that such work has been performed.

III. Progress Reports

- A. The ENGINEER shall prepare and submit to the designated representative of the Water Department monthly progress reports and schedules in the format required by the City.

**ATTACHMENT B
COMPENSATION**

IV. Summary of Total Project Fees

Firm	Primary Responsibility	Fee Amount	%
Prime Consultant			
Kimley-Horn and Associates, Inc.	Design and Bidding	\$98,950	82.5%
Proposed MBE/SBE Sub-Consultants			
CMJ Engineering, Inc.	Geotechnical Engineering	\$10,200	8.5%
Non-MBE/SBE Consultants			
Yazel Peebles & Associates, LLC	Survey	\$10,850	9.0%
TOTAL		\$120,000	100%

Project Number & Name	Total Fee	MWBE Fee	MWBE %
N/A Sanitary Sewer Mains M-182 and M-191 Crossing IH 820 - Emergency	\$120,000	\$10,200	8.5%

INTEROFFICE MEMO

Date: January 27, 2020

To: Dana Burghdoff, Assistant City Manager

From: Chris Harder, P.E., Water Director C.H.

Subject: SANITARY SEWER MAINS M-182 AND M-191 CROSSING IH-820 – EMERGENCY

On January 16, 2020, Water Field Operations responded to two sanitary sewer overflows (SSOs) on M-191 which (along with M-181) cross underneath East Loop 820 near Richardson Street. Follow up investigation has revealed that both mains are severely deteriorated, which has significantly reduced the available sewer pipeline capacity. The SSOs were reported to TCEQ in accordance with regulatory requirements, as well as to the City of Arlington. Bypass pumping of the affected mains resolved the SSO, but remains on-going.

The recommended solution is to combine the two sewer mains into one at a location on the west side of the highway, bore a new main across the highway and connect to an existing main on the east side of the highway. The proposed design will require a TxDOT permit and permanent easement which will be obtained as quickly as possible. Construction will be initiated upon receipt of the permit and easement.

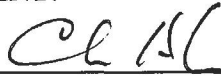
Waiting to bid and award a design and construction contract to perform this work is not in the best interest of the health and safety of the citizens of the City of Fort Worth. Chapter 2, Article I, Section 2-9 of the City's Code of Ordinances and Section 252.022 of the Local Government Code exempts from normal bidding requirements expenditures that are necessary to preserve or protect public health or safety of the municipality's residents; and procurements necessary because of unforeseen damage to public machinery, equipment, or property.

This memo is submitted to request authorization for emergency procurement of engineering and construction services to combine the two sewer mains and bore a new main across the highway. It is estimated that the engineering, permitting, and construction costs associated with this emergency repair may cost approximately \$1,000,000.00 (Construction: \$880,000.00; Engineering: \$120,000.00).

A confirming M&C will be circulated to ratify the above activities after the work has been performed.

APPROVED FOR EMERGENCY PROCUREMENT:

Recommended:



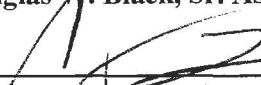
Chris Harder, Director, Water Department

Approved as to form and Legality:



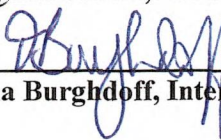
Douglas W. Black, Sr. Assistant City Attorney

Approve:



Cynthia Garcia, Assistant Director, Purchasing

Approve:

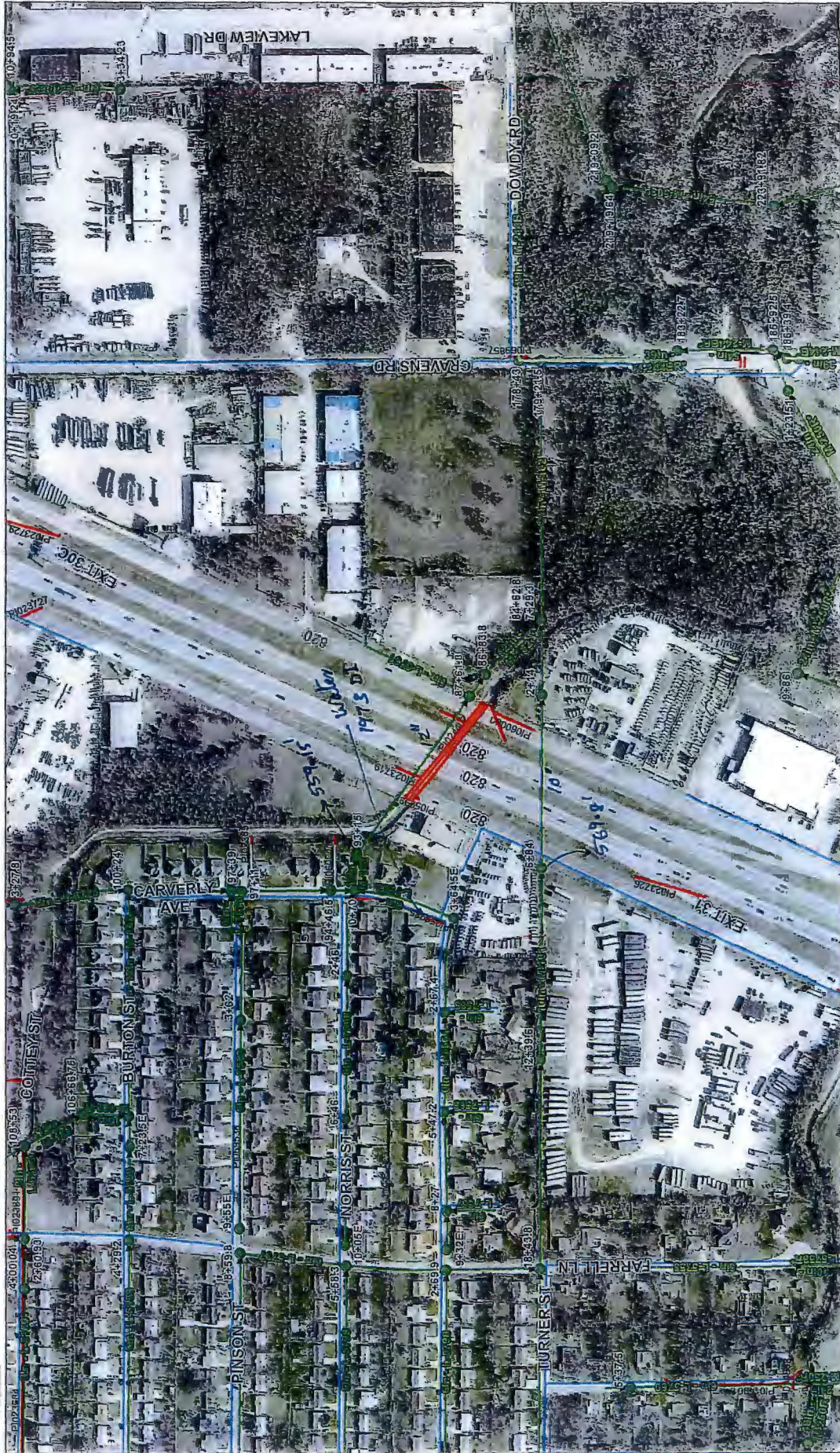


Dana Burghdoff, Interim Assistant City Manager



M-191 and M-182 Crossing Loop 820

4 N



For general purpose only. Contact City of Fort Worth Transportation and Public Works at 817-392-8425 to get plan information for design or construction purposes. Maps with aerial and contour information are prohibited from reproduction and distribution without prior consent from the North Central Texas Council of Governments.

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NAD 1983 StatePlane Texas North Central FIPS 6002 Feet

