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## INTEROFFICE MEMO

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**DATE:** APRIL 26, 2019

**TO:** JESUS CHAPA, ASSISTANT CITY MANAGER  
DOUG BLACK, SR. ASSISTANT CITY ATTORNEY

**FROM:** CHRIS HARDER, WATER DIRECTOR

**SUBJECT:** DSL-7R\* AND M-34 PAVEMENT REPAIRS AND GROUTING OF EXISTING MAINS ON 7<sup>TH</sup> ST.

On April 23, 2019, Water Field Operations was informed of a large void underneath the pavement of 7<sup>th</sup> St. between Commerce Street and Main Street. Field Operations investigated the area and performed CCTV on the existing 24-inch DSL-7R\*, and the pipe was found in good condition. However, after further CCTV, it was discovered that soil was entering thru the previously abandoned 10-inch vitrified clay sanitary sewer main M-34 and also thru the annular space of the tunnel for the 24-inch DSL-7R\*, likely contributing to the void. The scope of repairs is to mobilize the contractor on April 29<sup>th</sup> and excavate an 8-foot diameter shaft at the location of the pavement settlement. This shaft will allow access for the contractor to fully grout seal M-34 and properly grout the annular space of the tunnel for DSL-7R\*. Current estimated construction completion is on May 3<sup>rd</sup>. TPW Traffic has approved the permit for traffic control.

It is beyond the capacity of Water Department staff to perform sewer construction of this difficulty and complexity. Therefore the Water Department has contacted Circle C Construction to perform the work.

Waiting to bid and award a contract to perform and immediate replacement of this line is not in best interest of the health and safety 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 construction services. The total cost associated with this emergency is estimated to be \$300,000.00.


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

**APPROVED FOR EMERGENCY PROCUREMENT:**

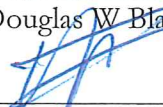
Recommended:

  
\_\_\_\_\_  
Chris Harder, Director, Water Dept.


Approved As To Form and Legality:

  
\_\_\_\_\_  
Douglas W. Black, Sr. Assistant City Attorney

Approved:

  
\_\_\_\_\_  
Cynthia Garcia, Purchasing Manager

Approved:

  
\_\_\_\_\_  
Jesus J. Chapa, Assistant City Manager

**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.

John R. Kasavich

Signature

John Kasavich

Name of Employee

Senior Professional Engineer

Title

SECTION 00 52 43  
AGREEMENT FOR EMERGENCY REPAIR SERVICES

THIS AGREEMENT is made by and between The City of Fort Worth, a Texas home rule municipality acting by and through its duly authorized City Manager, ("City"), and **WILLIAM J. SCHULTZ, INC., D/B/A CIRCLE "C" CONSTRUCTION COMPANY**, a corporation authorized to do business in Texas, acting by and through its duly authorized representative ("Contractor"). City and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK**

Contractor shall abandon (fill with grout) the existing 10-inch vitrified clay sanitary sewer main M-34 and fill the annular space of the tunnel of the existing 24-inch PVC deep sewer DSL-7R\* and perform additional asphalt pavement repairs, as needed, to prevent further pavement failures and settlement in 7<sup>th</sup> St. from Commerce Street to Houston Street.

**Article 2. PROJECT**

On April 23, 2019, Water Field Operations was informed of a large void underneath the pavement of 7<sup>th</sup> St. between Commerce Street and Main Street. Field Operations investigated the area and discovered that soil was entering thru the previously abandoned 10-inch M-34 and also thru the annular space of the tunnel for the 24-inch DSL-7R\*. The Contractor will mobilize April 29<sup>th</sup> and excavate an 8-foot diameter shaft at the location of the pavement settlement. This shaft will allow access for the Contractor to fully grout and completely abandon the old 10-inch M-34 and properly grout the annular space of the tunnel for DSL-7R\*. Current estimated construction completion is May 3<sup>rd</sup>, 2019. TPW Traffic has approved the permit for traffic control.

**Article 3. CONTRACT TIME**

Time is of the essence.

Contractor recognizes that time is of the essence, and the Contractor will be required to remain on the jobsite until the work is completed. The City expects the Contractor to have a sense of urgency to complete the Work in a timely manner.

**Article 4. CONTRACT PRICE**

City agrees to pay Contractor for performance of the Work based on Contractor's invoice an amount up to Three Hundred Thousand Dollars (\$300,000.00) This figure may be amended up or down as final invoices are received.

**Article 5. CONTRACT DOCUMENTS**

CONTENTS:

The Contract Documents which comprise the entire agreement between City and Contractor concerning the Work consist of the following:

1. This Agreement.
2. Exhibits to this Agreement:
  - a. Approved Invoice
  - b. Evidence of Current Insurance
  - c. Current Prevailing Wage Rate Table incorporated by reference.
3. General Conditions incorporated by reference

## Article 6. INDEMNIFICATION

- 6.1 Contractor covenants and agrees to indemnify, hold harmless and defend, at its own expense, the city, its officers, servants and employees, from and against any and all claims arising out of, or alleged to arise out of, the work and services to be performed by the contractor, its officers, agents, employees, subcontractors, licenses or invitees under this contract. This indemnification provision is specifically intended to operate and be effective even if it is alleged or proven that all or some of the damages being sought were caused, in whole or in part, by any act, omission or negligence of the city. This indemnity provision is intended to include, without limitation, indemnity for costs, expenses and legal fees incurred by the city in defending against such claims and causes of actions.
- 6.2 Contractor covenants and agrees to indemnify and hold harmless, at its own expense, the city, its officers, servants and employees, from and against any and all loss, damage or destruction of property of the city, arising out of, or alleged to arise out of, the work and services to be performed by the contractor, its officers, agents, employees, subcontractors, licensees or invitees under this contract. This indemnification provision is specifically intended to operate and be effective even if it is alleged or proven that all or some of the damages being sought were caused, in whole or in part, by any act, omission or negligence of the city.

## Article 7. MISCELLANEOUS

### 7.1 Terms.

Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

### 7.2 Assignment of Contract.

This Agreement, including all of the Contract Documents may not be assigned by the Contractor without the advanced express written consent of the City.

### 7.3 Successors and Assigns.

City and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, in respect to all covenants, agreements and obligations contained in the Contract Documents.

### 7.4 Severability.

Any provision or part of the Contract Documents held to be unconstitutional, void or unenforceable by a court of competent jurisdiction shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and CONTRACTOR.

### 7.5 Governing Law and Venue.

This Agreement, including all of the Contract Documents is performable in the State of Texas. Venue shall be Tarrant County, Texas, or the United States District Court for the Northern District of Texas, Fort Worth Division.

### 7.6 Other Provisions.

The Contractor agrees to pay at least minimum wage per hour for all labor as the same is classified, promulgated and set out by the City.

7.7 Authority to Sign.

Contractor shall attach evidence of authority to sign Agreement, if other than duly authorized signatory of the Contractor.

IN WITNESS WHEREOF, City and Contractor have signed this Agreement in multiple counterparts. At least one counterpart of each has been delivered to City and Contractor.

This Agreement will be effective on the date subscribed by the City's designated Assistant City Manager (which is the Effective Date of the Agreement).

Contractor: **WILLIAM J. SCHULTZ, INC.,  
D/B/A CIRCLE "C" CONSTRUCTION  
COMPANY**

City of Fort Worth

By: 

Jay Chapa  
Assistant City Manager

By:   
(Signature)

Title: President

Date 5-6-19

Teresa Skelly  
(Printed Name)

Attest:   
City Secretary




Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Seal)

City/State/Zip: \_\_\_\_\_

Approved as to Form and Legality:

Date \_\_\_\_\_

  
Douglas W. Black  
Senior Assistant City Attorney

M&C N/A  
Date N/A

APPROVAL RECOMMENDED:

  
Chris Harder, P.E.  
Director, Water Department