

SECTION 00 52 43
AGREEMENT FOR EMERGENCY PROCUREMENT OF
SS MAIN M-439 EMERGENCY REPAIR

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 **Jackson Construction, LTD** 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 complete all Work specified or indicated in the attachments to the Contract Documents, as attached hereto or specifically referenced herein, for the Project described below.

Article 2. PROJECT SUMMARY

The "Project" is generally as follows: Perform emergency repair of Sanitary Sewer Main M-439.

Article 3. CONTRACT TIME

Time is of the essence.

Contractor recognizes that time is of the essence, and the Contractor will be required to deliver to remain on the jobsite until sewer main repair is complete and functioning. The City expects the Contractor to have a sense of urgency to procure and bring the equipment online to perform the Work.

Article 4. CONTRACT PRICE

City agrees to pay Contractor for performance of the Work, based on Contractor's invoices, an amount up to Six Hundred Thousand Dollars(\$600,000.00). This figure may be adjusted up or down as final invoices are received.

Article 5. CONTRACT DOCUMENTS

5.1 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. Evidence of Current Insurance
 - b. Current Prevailing Wage Rate Table
3. General Conditions incorporated by reference

Article 6. INDEMNIFICATION

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.

7.6.1 City Wage Rate. 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.

7.6.2 Non-appropriation of Funds. In the event no funds or insufficient funds are appropriated by City in any fiscal period for any payments due hereunder, City will notify Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.

7.6.3 Prohibition On Contracts With Companies Boycotting Israel. Contractor, unless a sole proprietor, acknowledges that in accordance with Chapter 2271 of the Texas Government Code, if Contractor has 10 or more full time-employees and the contract value is \$100,000 or more, 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, Contractor certifies that Contractor's signature provides written verification to the City that if Chapter 2271, Texas Government Code applies, Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.**

7.6.4 Prohibition on Boycotting Energy Companies. Contractor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, the City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more, which will be paid wholly or partly from public funds of the City, with a company (with 10 or more full-time employees) unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" have the meaning ascribed to those terms by Chapter 2276 of the Texas Government Code. **To the extent that Chapter 2276 of the Government Code is applicable to this Agreement, by signing this Agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.**

7.6.5 Prohibition on Discrimination Against Firearm and Ammunition Industries. Contractor acknowledges that except as otherwise provided by Chapter 2274 of the Texas Government Code, the City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more which will be paid wholly or partly from public funds of the City, with a company (with 10 or more full-time employees) unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate," "firearm entity" and "firearm trade association" have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code. **To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.**

7.6.6 Immigration Nationality Act. Contractor 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, Contractor shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Contractor 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 Contractor employee who is not legally eligible to perform such services. **CONTRACTOR SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY CONTRACTOR, CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** City, upon written notice to Contractor, shall have the right to immediately terminate this Agreement for violations of this provision by Contractor.

7.7 Authority to Sign.


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

SIGNATURE PAGE AND ANY ATTACHMENTS/EXHIBITS TO FOLLOW

IN WITNESS WHEREOF, City and Contractor have each executed this Agreement to be effective as of the date subscribed by the City's designated Assistant City Manager ("Effective Date").

Contractor:

City of Fort Worth

By: 

Name: Troy Jackson
Title: President

Date: 4/29/25

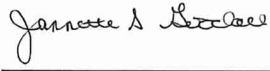
Address:
5112 Sun Valley Drive
Fort Worth, TX 76119

By: 

Jesica McEachern
Assistant City Manager

Date 05/02/2025

Attest:



Jannette S. Goodall, City Secretary

(Seal)

APPROVAL RECOMMENDED:


Christopher Harder (Apr 29, 2025 14:58 CDT)

Christopher Harder, P.E.
Director, Water Department

Approved as to Form and Legality:


Douglas Black (May 2, 2025 08:18 CDT)

Douglas W. Black
Senior Assistant City Attorney


M&C N/A - (Attached 04/11/25 Emergency Memo)

Date N/A (Attached 04/11/25 Emergency Memo)

Form 1295 N/A

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.
Assistant Director

CITY OF FORT WORTH

Emergency Agreement (4.11.25) – SS Main M-439 Emergency Repair

INTEROFFICE MEMO

Date: April 11, 2025

To: Jessica McEachern, Assistant City Manager

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

Via: Doug Black, Senior Assistant City Attorney
Brandy Hazel, Interim Chief Procurement Officer (Purchasing)

Subject: SANITARY SEWER M-439 EMERGENCY REPAIR NEAR THE INTERSECTION OF
HENDERSON STREET AND CLEAR FORK TRINITY RIVER

On February 7th, 2025, a sink hole resulting from a 54-inch sewer pipe collapse was reported on Sanitary Sewer M-439 near the Henderson Street/Clear Fork Trinity River intersection. Any rain event from the open trench would have resulted in raw sewage overflow unto Park Department and Tarrant Regional Water District properties. It was necessary to replace a 200 segment of the main with a 60-inch pipe.

Water Field Operations Crews are not able to conduct repairs of this magnitude.

This memo is submitted to inform the CMO that, pursuant to the emergency authority found in City Code Chapter 2, Article I, Section 2-9 of the City's Code of Ordinances, the Water Department engaged the following contractor to perform the necessary repair:

Jackson Construction, LTD: \$600,000.00

Waiting to bid and award a contract to perform this work is not the best interest of the health and safety of the City of Fort Worth. In addition to the citations, above, 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.

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

APPROVED FOR EMERGENCY PROCUREMENT:

Recommended:

Christopher Harder
Christopher Harder (Apr 14, 2025 06:47 CDT)
Chris Harder, P. E. Water Director

Approved as to form and Legality:

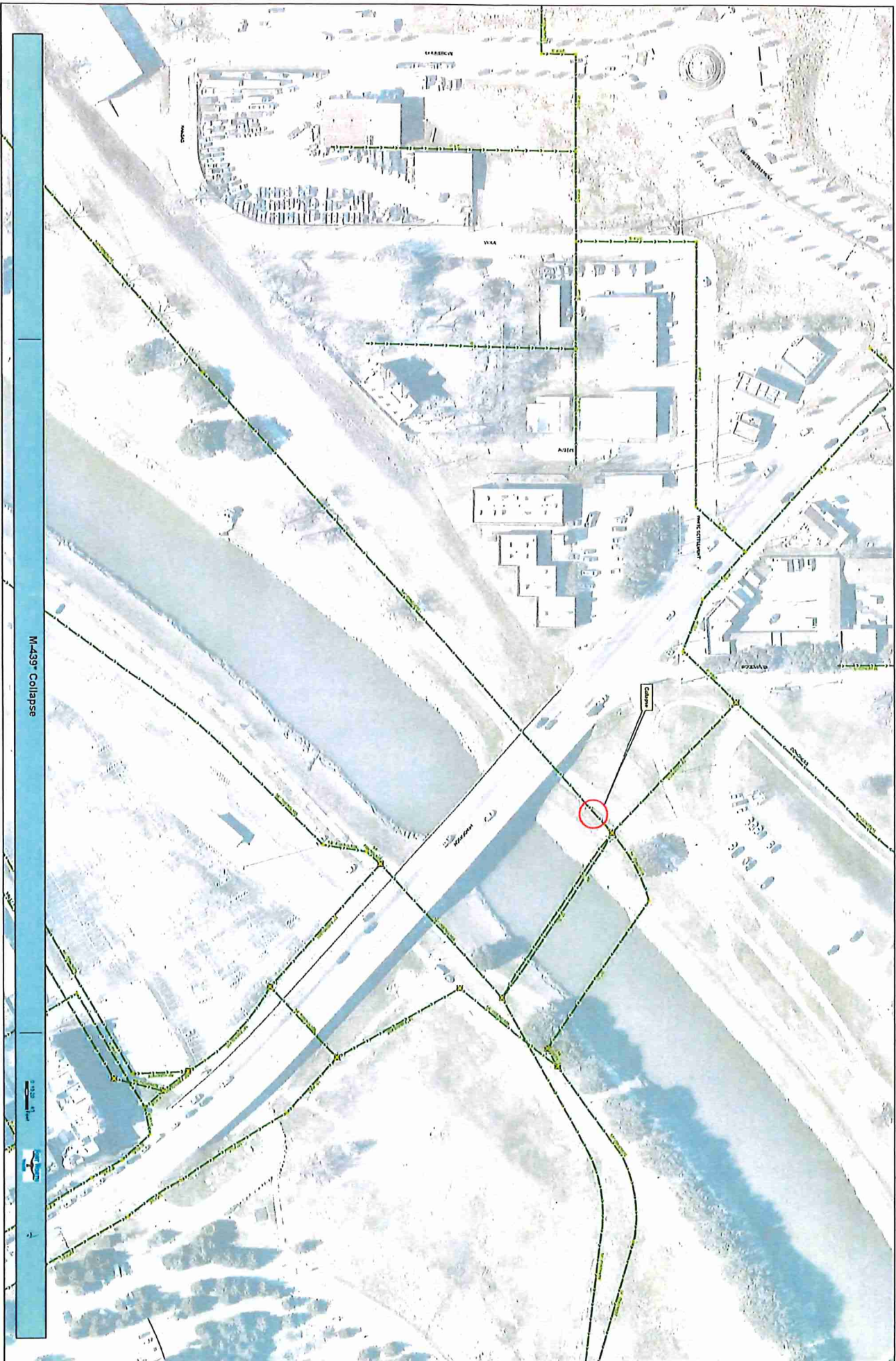
Douglas Black
Douglas Black (Apr 14, 2025 16:43 CDT)
Douglas W. Black, Sr. Assistant City Attorney

Approve:

Brandy Hazel
Brandy Hazel (Apr 15, 2025 07:40 CDT)
Brandy Hazel, Interim Chief Procurement Officer, (Purchasing)

Approve:

Jessica McEachern
Jessica McEachern, Assistant City Manager



M-439 Collapse

