

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 bore a new sanitary sewer main across East Loop 820 and connect to an existing main on the east side of the highway to replace sanitary sewer mains M-182 and M-191 which are severely deteriorated.

Article 2. PROJECT

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 revealed that both mains are severely deteriorated, which has significantly reduced capacity and hence the overflow. Bypass pumping of the affected mains resolved the SSO, but remains on-going.

Article 3. CONTRACT TIME

3.1 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 bore is complete, the new main is functioning and the existing mains have been abandoned. 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 Eighty-Eight Hundred Thousand Dollars (\$880,000.00) This figure may be amended 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. 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



40 Contractor covenants and agrees to indemnify, hold harmless and defend, at its own expense, the city, its
41 officers, servants and employees, from and against any and all claims arising out of, or alleged to arise
42 out of, the work and services to be performed by the contractor, its officers, agents, employees,
43 subcontractors, licenses or invitees under this contract. This indemnification provision is specifically
44 intended to operate and be effective even if it is alleged or proven that all or some of the damages
45 being sought were caused, in whole or in part, by any act, omission or negligence of the city. This
46 indemnity provision is intended to include, without limitation, indemnity for costs, expenses and legal
47 fees incurred by the city in defending against such claims and causes of actions.
48

49 6.2 Contractor covenants and agrees to indemnify and hold harmless, at its own expense, the city, its
50 officers, servants and employees, from and against any and all loss, damage or destruction of property
51 of the city, arising out of, or alleged to arise out of, the work and services to be performed by the
52 contractor, its officers, agents, employees, subcontractors, licensees or invitees under this contract.
53 This indemnification provision is specifically intended to operate and be effective even if it is alleged
54 or proven that all or some of the damages being sought were caused, in whole or in part, by any act,
55 omission or negligence of the city.
56

57 Article 7. MISCELLANEOUS

58 7.1 Terms.

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

61 7.2 Assignment of Contract.

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

64 7.3 Successors and Assigns.

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

67 7.4 Severability.

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

71 7.5 Governing Law and Venue.

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

75 7.6 Other Provisions.

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

78 7.7 Authority to Sign.

79 Contractor shall attach evidence of authority to sign Agreement, if other than duly authorized signatory of
80 the Contractor.
81

82 IN WITNESS WHEREOF, City and Contractor have signed this Agreement in multiple counterparts. At least
83 one counterpart of each has been delivered to City and Contractor.
84

85 This Agreement will be effective on the last date subscribed by a signatory (which is the Effective Date of the
86 Agreement).
87

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

City of Fort Worth

Dana Burghdoff
Dana Burghdoff (Sep 4, 2020 09:30 CDT)

By:

Dana Burghdoff
Assistant City Manager

By: Teresa Skelly
(Signature)

Title: Vice President

Date Sep 4, 2020

Teresa Skelly
(Printed Name)

Attest:

City Secretary



Mary J. Kasper

Address: PO Box 40328
Fort Worth, Texas 76140 (Seal)

City/State/Zip:

Approved as to Form and Legality:

Date 9-3-2020

DW Black
DBlack (Sep 3, 2020 17:31 CDT)

Douglas W. Black
Senior Assistant City Attorney

88 M&C: N/A
89 Date: N/A
90 Form 1295: N/A

APPROVAL RECOMMENDED:

Christopher Harder
Christopher Harder (Sep 3, 2020 16:39 CDT)

Chris Harder, P.E.
Director, Water Department
200 Texas St. Fort Worth, TX-76102

Emergency Agreement - Emergency Response for Sanitary
Sewer Mains M-182 and M-191 Crossing IH-820

OFFICIAL RECORD
CITY SECRETARY
FT. WORTH, TX

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

Signature

Tony Sholola

Name of Employee

Assistant Water Director

Title

ATTEST:

Mary J. Kayser
City Secretary

OFFICIAL RECORD
CITY SECRETARY
FT. WORTH, TX

INTEROFFICE MEMO

Date: January 27, 2020
To: Dana Burghdoff, Assistant City Manager
From: Chris Harder, P.E., Water Director *CH*
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:



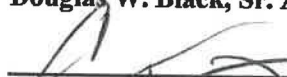
Chris Harder, Director, Water Department

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

For general purpose only, Contact City of Fort Worth Transportation and Public Works at 817-392-8426 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.



NOI 15022 Subsurface from North Central FPN 42022 Plan

Plan 15022 Subsurface from North Central FPN 42022