

1 SECTION 00 52 43
2 AGREEMENT FOR EMERGENCY REPAIR SERVICES
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4 THIS AGREEMENT is made by and between The City of Fort Worth, a Texas home rule municipality acting by
5 and through its duly authorized City Manager, ("City"), and Mountain Cascade of Texas, LLC, a corporation
6 authorized to do business in Texas, acting by and through its duly authorized representative ("Contractor"). City
7 and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

8 **Article 1. WORK**

9 Contractor shall conduct emergency water main repairs at various locations identified by the Water Department.

10 **Article 2. PROJECT**

11 On February 14, 2021, a deep freeze began to overspread the state of Texas bringing with it several days of sub-
12 freezing temperatures along with intermittent snow, sleet, freezing rain and ice. Complicating the freezing
13 weather, the electricity grid was strained by demand and power loss was experienced at some water treatment and
14 distribution facilities. The extended cold has lowered the water temperature generally to near 40 degrees
15 Fahrenheit which is problematic when pushed through the cast iron portions of the city's water supply system.
16 Water Field Operations and on-call emergency contractors have been responding to multiple breaks in the water
17 system, but the breaks are now too numerous for these resources to handle.

18 The recommended solution is to engage additional available contractors for emergency water main repairs.

19 **Article 3. CONTRACT TIME**

20 3.1 Time is of the essence.

21 Contractor recognizes that time is of the essence, and the Contractor will be required to remain on the job until the
22 damaged section of the sewer main has been replaced, the protective wall structure repaired and bypass pumping
23 is no longer necessary at the job site. The City expects the Contractor to have a sense of urgency to complete the
24 Work in a timely manner.

25 **Article 4. CONTRACT PRICE**

26 City agrees to pay Contractor for performance of the Work based on Contractor's invoice an amount up to Seven
27 Hundred and Fifty Thousand Dollars (\$750,000.00) This figure may be adjusted up or down as final invoices are
28 received.

29 **Article 5. CONTRACT DOCUMENTS**

30 5.1 CONTENTS:

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

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

78 7.6 Other Provisions.

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


81 7.7 Authority to Sign.


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

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


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

Contractor: Mountain Cascade of Texas, LLC City of Fort Worth
By: Dana Burghdoff
Dana Burghdoff (Feb 23, 2021 09:14 CST)

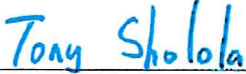
By:  Dana Burghdoff
(Signature) Assistant City Manager
Title: Vice President Date Feb 23, 2021

Andrew McCulloch
(Printed Name)
Attest: 
City Secretary

Address: 11729 East FM 917
(Seal)

City/State/Zip: Alvarado, Texas 76009 Approved as to Form and Legality:
Date 2/22/21 
DBlack (Feb 23, 2021 08:22 CST)
Douglas W. Black
Senior Assistant City Attorney

90 M&C N/A (Attached 02/22/21 Emergency Memo)
91 Date N/A (Attached 02/22/21 Emergency Memo)
92 Form 1295 N/A
93
94 APPROVAL RECOMMENDED:
95
96 Christopher Harder
97 Christopher Harder (Feb 23, 2021 07:43 CST)
98 Chris Harder, P.E.
99 Director, Water Department
100 200 Texas St. Fort Worth, TX-76102

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 Water Director

INTEROFFICE MEMO

Date: February 22, 2021

To: Dana Burghdoff, Assistant City Manager

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

Subject: EMERGENCY REPAIR – FEBRUARY 2021 DEEP FREEZE - MULTIPLE MAIN BREAKS

On February 14, 2021, a deep freeze began to overspread the state of Texas bringing with it several days of sub-freezing temperatures along with intermittent snow, sleet, freezing rain and ice. Complicating the freezing weather, the electricity grid was strained by demand and power loss was experienced at some water treatment and distribution facilities. The extended cold has lowered the water temperature generally to near 40 degrees Fahrenheit which is problematic when pushed through the cast iron portions of the city's water supply system. Water Field Operations and on-call emergency contractors have been responding to multiple breaks in the water system, but the breaks are now too numerous for these limited resources to handle.

The recommended solution is to engage additional available contractors for emergency water main repairs.

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 and the Mayor's declaration of emergency on February 17, 2021, the Water Department has instituted emergency procurement of the following additional contractors to perform main break repairs:

- McKec Utility Contracts, Inc.
- Mountain Cascade of Texas, LLC
- Bar Constructors, Inc.

Each contract will be in an amount up to \$750,000.00 and work will be billed against them on a task order basis.

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 above contracts after the work has been performed.

APPROVED FOR EMERGENCY PROCUREMENT:

Recommended:

Christopher Harder
Christopher Harder (Feb 22, 2021 01:22 CST)

Chris Harder, Director, Water Department

Approved as to form and Legality:

DW Black
DBlack (Feb 22, 2021 09:30 CST)

Douglas W. Black, Sr. Assistant City Attorney

Approve:

for Cfg. Julie Padgett, Purchasing Manager

Cynthia Garcia, Assistant Director, Purchasing

Approve:

Dana Burghdoff
Dana Burghdoff (Feb 22, 2021 15:28 CST)

Dana Burghdoff, Assistant City Manager

**DECLARATION OF LOCAL DISASTER IN THE
CITY OF FORT WORTH, TEXAS IN RESPONSE TO
SEVERE WINTER WEATHER**

WHEREAS, Texas Governor Greg Abbott signed a disaster declaration for all 254 Texas counties on February 12, 2021, upon a finding that severe winter weather poses an imminent threat of widespread and severe property damage, injury, and loss of life due to prolonged freezing temperatures, heavy snow, and freezing rain statewide; and

WHEREAS, President Joseph R. Biden approved an Emergency Declaration for the State of Texas due to the severe winter weather on February 14, 2021; and

WHEREAS, the City of Fort Worth has experienced record cold temperatures well below freezing and heavy snow and ice accumulation for multiple days; and

WHEREAS, power infrastructure throughout the state has been overburdened and is unable to provide power to millions of Texas, including many in Fort Worth; and

WHEREAS, water service provided by the City of Fort Worth has been impacted and sheltering and warming operations are necessary; and

WHEREAS, in response to the state of emergency resulting from the severe winter weather, the City of Fort Worth must take necessary action to ensure the safety of its citizens during this unprecedented circumstance; and

WHEREAS, the Mayor of the City of Fort Worth has determined that extraordinary measures must be taken to alleviate the suffering of people and to protect public health and safety;

NOW THEREFORE BE IT PROCLAIMED BY THE MAYOR OF THE CITY OF FORT WORTH, TEXAS:

I.

That a state of disaster is declared for the City of Fort Worth for severe winter weather response.

II.

That the City's Emergency Operational Plan has been implemented.


III.

That the state of disaster shall continue for a period of not more than seven days of the date hereof, unless the same is continued by consent of the City Council of the City of Fort Worth, Texas.

IV.

That this proclamation shall take effect immediately from and after its issuance.

ORDERED this 17th day of February, 2021.


Betsy Price
Mayor

Attest:

Mary J. Kayser
City Secretary

