

**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 Freese and Nichols, Inc., authorized to do business in Texas ("Consultant"), for a PROJECT generally described as: Design for Replacement of the 30-inch Cast iron water on Collier Street from the Lancaster Avenue / Collier Street intersection north approximately 425 feet.

**Article I  
Scope of Services**

- (1) Consultant hereby agrees to perform the professional services set forth in the Scope of Services attached hereto as Attachment "A". These services shall be performed in connection with the replacement of the deteriorated 30-inch cast iron water transmission main from the Lancaster Avenue / Collier Street intersection approximately 425 feet north.
- (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 an amount up to \$60,000.00 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".

The Consultant shall provide monthly 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 beginning on the effective date, as described below, and shall continue until the expiration of the funds or completion of the subject matter contemplated herein, whichever occurs first.

## 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 FUND THE DEFENSE OF, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AND EMPLOYEES, HARMLESS AGAINST CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES TO THE EXTENT CAUSED BY CONSULTANT'S BREACH OF (i) THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (ii) 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 attached to this Agreement prior to its execution.
- 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 redacted 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.
- (4) Notwithstanding the foregoing, City's right to audit shall not extend to proprietary information such as the composition of the amount of Consultant's fixed rates and fees, standard charges, and percentage multipliers.

## **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.

## **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.

## **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: Chris Harder, P.E.  
Water Department  
200, Texas Street  
Fort Worth, Texas 76102

Consultant:

Freese and Nichols, Inc.  
Attn: Nicholas Lester, P.E.  
4055 International Plaza, Suite 200  
Fort Worth, TX 76109

## **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**  
**Attachments, Schedules and 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.

The following attachments and schedules are hereby made a part of this Agreement:

Attachment A - Scope of Services & Project Schedule

Duly executed by each party's designated representative to be effective on the date subscribed by the City's designated Assistant City Manager.

BY:  
CITY OF FORT WORTH

*Dana Burghdoff*  
Dana Burghdoff (Aug 26, 2023 11:16 CDT)  
Dana Burghdoff  
Assistant City Manager

Date: Aug 28, 2023

APPROVAL RECOMMENDED:

By: *Christopher Harder*  
Christopher Harder (Aug 25, 2023 15:45 CDT)  
Chris Harder, P.E.  
Director, Water Department

**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*  
Tony Sholola, P.E.  
Assistant Director

BY:  
CONSULTANT  
Freese and Nichols, Inc.

*Nicholas Lester*  
Nicholas Lester, P.E.  
Vice President

Date: 8/25/2023

APPROVED AS TO FORM AND LEGALITY

By: *DBlack*  
DBlack (Aug 28, 2023 10:59 CDT)  
Doug Black  
Senior Assistant City Attorney

M&C No.: N/A (Attached 08/24/23 Emergency Memo)

M&C Date: N/A (Attached 08/24/23 Emergency Memo)

ATTEST:

*Jannette S. Goodall*  
Jannette S. Goodall  
City Secretary







Innovative approaches  
Practical results  
Outstanding service

801 Cherry Street, Suite 2800 + Fort Worth, Texas 76102 + 817-735-7300 + FAX 817-735-7491

www.freese.com

August 22, 2023

Mr. Tony Sholola, P.E.  
Assistant Director, Capital Project Delivery  
City of Fort Worth Water Department  
311 West 10<sup>th</sup> Street  
Fort Worth, TX 76102

Re: Lancaster 30-in Emergency Repair (City Project No. TBD)

Dear Mr. Sholola

Freese and Nichols, Inc. (FNI) is pleased to provide this proposal for professional design services for the Lancaster 30-in Emergency Repair project. The fee includes design survey, water line design services, and construction support for the emergency water line repair.

A summary of the additional costs is shown below:

<u>Item</u>	<u>Fee</u>
Design	\$34,097
Survey	\$6,460
Construction Support	\$6,028
<b>Total</b>	<b>\$46,585</b>

Freese and Nichols appreciates the opportunity to work with you on this project.

Sincerely,

Nicholas Lester, P.E.  
Vice President

**Attachments**

Attachment A – Scope  
Attachment B – LOE

---

## ATTACHMENT A

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

## DESIGN SERVICES FOR LANCASTER 30IN EMERGENCY REPAIR

---

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

Design of approximately 425 LF of 30" waterline along Collier Street and 220 LF of 8" water line along Lancaster Ave, and a 35 LF service line as shown in the attachment.

- Task 1. Design Management
- Task 2. Water Line Design
- Task 3. Construction Phase Services
- Task 4. Survey

### **TASK 1. DESIGN MANAGEMENT.**

ENGINEER shall ensure efficient and effective use of ENGINEER's and CITY's time and resources.

ENGINEER shall manage change:

- communicate effectively
- coordinate internally and externally as needed
- proactively address issues with the CITY's Project Manager and others as necessary to make progress on the work.

#### 1.1. Managing the Team

- Lead, manage, and direct design team activities
- Ensure quality control is practiced in performance of the work
- Communicate internally among team members
- Task and allocate team resources

#### 1.2. Communications and Reporting

- Conduct up to two (2) meetings with the CITY
- 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.
  - 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.

#### **ASSUMPTIONS**

- Up to two meetings with City staff.
- 3 monthly Water Department progress reports will be prepared.
- 3 monthly project schedule updates will be prepared.
- The proposed alignment will be installed within the ROW

#### **DELIVERABLES**

- A. Meeting summaries with action items
- B. Monthly invoices and progress reports

### **TASK 2. WATER LINE DESIGN.**

The water line design will include:

- Plan and profile of the 30" water line replacement
- Plan and profile of the 8" water line replacement
- Connection and valve details
- Applicable City standard details

#### **ASSUMPTIONS**

- PDF copies of the design package will be delivered.
- No geotechnical, environmental assessment, or easement acquisition will be performed

#### **DELIVERABLES**

- A. Water line design package

### **TASK 3. CONSTRUCTION PHASE SERVICES.**

ENGINEER will support the construction phase as follows

#### **6.1 Construction Support**

- Review construction shop drawings (up to 6)
- Attend construction site visits/meetings (up to 2)

- 
- Provide as-built drawings

#### **DELIVERABLES**

- B. Response to Contractor's Request for Information
- D. Review of shop drawings (up to 6)
- E. Final Punch List items
- F. PDF copy of Record Drawings

#### **TASK 4. SURVEY**

ENGINEER will provide survey support as follows.

##### **8.1. 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.
- 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.
    - a) Identified (Existing. CITY Monument #8901, PK Nail, 5/8" Iron Rod)
    - b) X, Y and Z Coordinates, in an identified coordinate system, and a referred bearing base. Z coordinate on CITY Datum only.
    - c) 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 benchmarks, per line or location.
  - Bearings given on all proposed centerlines, or baselines.
  - Station equations relating utilities to paving, when appropriate.



## ASSUMPTIONS

Topographic survey of the full right-of-way for the replacement limits shown in the attachment.

## 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:

- Property acquisition, including temporary rights-of-entry
- Geotechnical investigation
- Environmental assessment
- Bid phase services
- Construction phase inspection 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 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 and not specifically identified in the Scope of Services.

**EXHIBIT B-2**  
**Level of Effort Spreadsheet**  
**TASK/HOUR BREAKDOWN**  
**Design Services for**  
**LANCASTER 30IN EMERGENCY REPAIR**  
**City Project No. TBD**

Task No.	Task Description	Principal Rate	Labor (hours)				Total Labor Cost	Expense			Total Expense Cost	Task Sub Total
			Project Manager	Project Engineer	CAD Tech	Subcontractant		Travel	Reproduction			
1.0	Project Management	\$295	4	0	\$108	\$2,908	\$0	\$0	\$0	\$0	\$2,908	
1.1	Managing the Team		1	0		\$216					\$216	
1.2	Communications and Reporting		4			\$2,044					\$2,044	
1.2.2	Coordination Meetings (2)											
1.2.3	Prepare Monthly Progress Reports with Schedule		3			\$648					\$648	
2.0	Water Line Design		15	28	40	\$31,149	\$0	\$0	\$40	\$40	\$31,189	
2.1	Preliminary Design Drawings and Specifications		10	20	30	\$23,576			\$40	\$40	\$23,616	
2.2	Final Design Drawings and Specifications		5	8	10	\$7,573				\$0	\$7,573	
3.0	Construction Phase Services		4	8	10	\$6,028	\$0	\$0	\$0	\$0	\$6,028	
3.1	Construction Meetings (up to two)		4	4	6	\$2,044					\$2,044	
3.1	Shop Drawing Review (up to 6)		2	2	10	\$1,362					\$1,362	
3.2	Record Drawings/As Built		2	2	10	\$2,622					\$2,622	
4.0	Survey		0	3	0	\$1,400	\$0	\$4,600	\$0	\$0	\$4,600	
4.1	Design Survey		3	3	4	\$1,400	\$4,600	\$4,600	\$0	\$0	\$6,000	
	<b>Totals</b>		<b>23</b>	<b>47</b>	<b>48</b>	<b>\$41,485</b>	<b>\$0</b>	<b>\$4,600</b>	<b>\$40</b>	<b>\$40</b>	<b>\$46,125</b>	

Project Summary	
Total Hours	209
Total Labor	\$41,485
Total Expense	\$4,640
MBE/SBE Subcontractant	\$0
Non-MBE/SBE Subcontractant	\$4,600
10% Sub Markup	\$460
MBE/SBE Participation	0.00%
<b>Total Project Cost</b>	<b>\$46,085.00</b>



## INTEROFFICE MEMO

---

---

Date: August 24, 2023

To: Dana Burghdoff, Assistant City Manager

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

Subject: EMERGENCY REPAIR – 30-INCH WATER MAIN BREAK AT THE LANCASTER AVENUE / COLLIER STREET INTERSECTION

On Thursday, August 17, 2023, a water main break erupted at the Lancaster Avenue/Collier Street intersection. The break is exacerbated by its proximity to the Holly Water Treatment Plant with water being pushed at over 100 PSI leading to flooding in the Lancaster/Henderson intersection and also onto private property near the intersection. The water main is a shallow 1930s-era 30-inch cast-iron pipe which has deteriorated. The break was repaired the same day by William J. Schultz, Inc. dba Circle C Construction Company (“Circle C”). On Monday, August 22, 2023, the same water main broke apart again very near the vicinity of the earlier break. Water Field Operations immediately mobilized to isolate the break and the City utilized the services of Circle C again to conduct the repairs.

This transmission main is critical to meeting customer summer water demands, and the resulting impact on private property and the water system itself during a rupture, necessitates the Utility to quickly replace the line on Collier in order to prevent further breaks and protect the health and safety of the public who are reliant on a functioning water system.

Water Department staff have analyzed the situation with respect to the water system and has determined that the best long-term solution to preserve the city’s asset and to avoid future service interruptions is to replace the cast iron pipe with new pipe in Collier Street. Sufficient redundancy exists in the water distribution network so residents and business should not notice a loss of water pressure.

Given that the original pipe has now broken twice, this memo is submitted to inform the City Manager’s Office and the City Council 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 will initiate emergency procurement of the following contractors and consultant for the services and costs as indicated below to perform emergency replacement of an approximately 460-foot segment of the water main and an additional approximately 220-feet of appurtenant 6-inch pipe as shown on the attachment.

- William J. Schultz, Inc. dba Circle C Construction Company (Emergency water main repair/replacement: \$800,000.00)
- Texas Materials Group, Inc. dba Texas Bit (Pavement Repair: \$200,000.00)
- Freese and Nichols, Inc. (Engineering Design \$60,000.00)

The contracts and work will be billed on a task order basis. The total of the contracts is estimated to be \$1,060,000.00.

A traffic control plan will be developed as part of the design work This memo informs the City Manager's Office that emergency closure of Collier Street or a portion of Lancaster Avenue for greater than 10-days to perform the repairs and for the safety of the public is permitted under Chapter 11 of the Transportation Engineering Manual but the Water Department will take measures to keep streets open to traffic, or local traffic only, as the situation may warrant.

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.

M&C(s) will be circulated to ratify the above contracts after the work has been performed.

**APPROVED FOR EMERGENCY PROCUREMENT:**

**Recommended:**

  
Christopher Harder (Aug 24, 2023 09:42 CDT)  
**Chris Harder, P.E., Director, Water Department**


**Approved as to form and Legality:**

  
DBlack (Aug 24, 2023 10:17 CDT)  
**Douglas W. Black, Sr. Assistant City Attorney**

**Approve:**

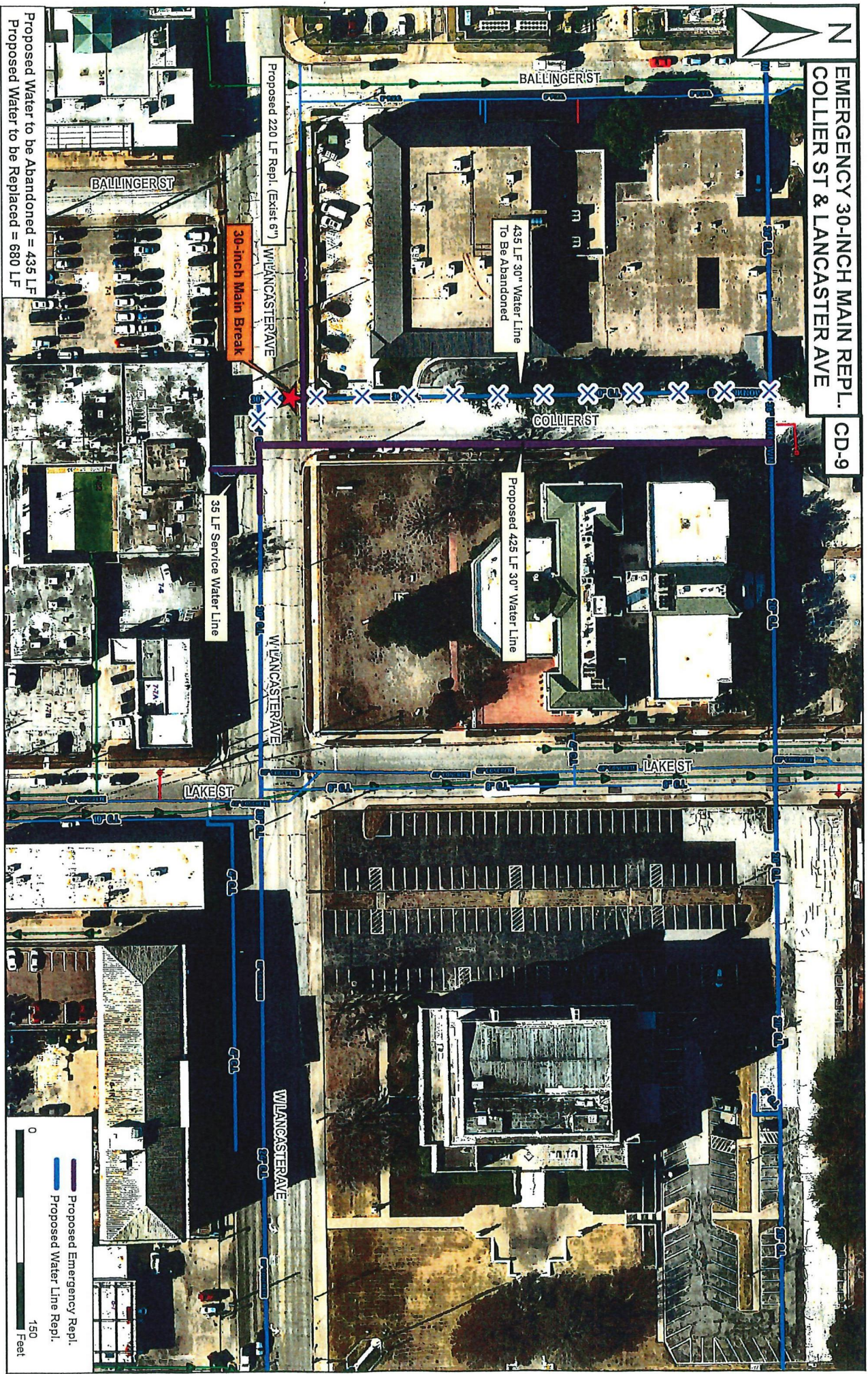
  
Jo Gunn (Aug 25, 2023 08:11 CDT)  
**Jo Ann Gunn, Chief Procurement Officer, Purchasing**

**Approve:**

  
Dana Burghdoff (Aug 25, 2023 09:52 CDT)  
**Dana Burghdoff, Assistant City Manager**



EMERGENCY 30-INCH MAIN REPL.  
COLLIER ST & LANCASTER AVE CD-9



Proposed Water to be Abandoned = 435 LF  
Proposed Water to be Replaced = 680 LF