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SECTION 00 52 43 AGREEMENTFOREMERGENCYPROCUREMENTOF SS MAIN M-244B 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 repairs of Sanitary Sewer Main M-244B, related to the Village Creek crude oil discharge cleanup and repairs.

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 One Million Five Hundred Thousand Dollars (\$1,500,000.00). 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

CITY OF FORT WORTH Emergency Agreement - SS Main M-244B Emergency Repair 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.

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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 THIS **PARAGRAPH** \mathbf{BY} CONTRACTOR, VIOLATIONS OF **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

- 5 Agreement Page 5 of 5

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

Name: Troy Jackson Title: President

Date: 5/20/2025

Address:

5112 Sun Valley Drive

Fort Worth, TX 76119

Jesica McEachern
Assistant City Manager

Date 05/20/2025

Attest:

Jannette & Levelace

Jannette S. Goodall, City Secretary

(Seal)

APPROVAL RECOMMENDED:

Christopher Harder
Christopher Harder (May 20, 2025 13:17 CDT)

Christopher Harder, P.E. Director, Water Department

Approved as to Form and Legality:

Douglas Black (May 20, 2025 17:27 CDT)

Douglas W. Black

Senior Assistant City Attorney

M&C N/A - (Attached 05/13/25 Emergency Memo)
Date N/A (Attached 05/13/25 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.

Julian

Tony Sholola, P.E Assistant Director



CERTIFICATE OF LIABILITY INSURANCE

10/1/2025

DATE (MM/DD/YYYY) 1/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	LOCKTON COMPANIES, LLC	CONTACT NAME:				
	2100 ROSS AVENUE, SUITE 1400	PHONE FAX (A/C, No, Ext): (A/C, No):				
	DALLAS TX 75201 214-720-5563	E-MAIL ADDRESS:				
	214-720-3303	INSURER(S) AFFORDING COVERAGE	NAIC#			
		INSURER A: National Fire Insurance Co of Hartford	20478			
INSURED 1515267	Jackson Construction, Ltd	INSURER B: The Continental Insurance Company 35				
	5112 Sun Valley Dr	INSURER c: Transportation Insurance Company 20				
	Fort Worth TX 76119	INSURER D: Ascot Insurance Company				
		INSURER E: Ironshore Specialty Insurance Co 2				
		INSURER F:				

REVISION NUMBER: COVERAGES XXXXXXX **CERTIFICATE NUMBER:** 21294016 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ADDL SUBR POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) TYPE OF INSURANCE LIMITS **POLICY NUMBER** COMMERCIAL GENERAL LIABILITY \$ 1,000,000 EACH OCCURRENCE X Α Ν 7034447781 10/1/2024 10/1/2025 DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE | X | OCCUR \$ 100,000 \$ 15,000 MED EXP (Any one person) \$ 1,000,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-\$ 2,000,000 PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) 10/1/2025 10/1/2024 **AUTOMOBILE LIABILITY** 7034434075 \$ 1,000,000 γ ANY AUTO BODILY INJURY (Per person) \$ XXXXXXX OWNED AUTOS ONLY SCHEDULED BODILY INJURY (Per accident) \$ XXXXXXX AUTOS NON-OWNED PROPERTY DAMAGE HIRED \$ XXXXXXX X AUTOS ONLY **AUTOS ONLY** (Per accident) \$ XXXXXXX UMBRELLA LIAB 10/1/2024 10/1/2025 \$ 10,000,000 7034448610 EACH OCCURRENCE X X OCCUR **EXCESS LIAB** AGGREGATE CLAIMS-MADE \$ 10,000,000 DED RETENTION \$ \$ XXXXXXX WORKERS COMPENSATION <u>STATUTE</u> 7034448204 10/1/2024 10/1/2025 AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? \$ 1,000,000 E.L. EACH ACCIDENT N/A N E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 Leased/Rented Equipment: \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Emergency Procurement; The City of Fort Worth, its officers, employees and servants are additional insureds for general liability and automobile liability on a primary and non contributory basis. Waiver of Subrogation in favor of the City of Forth Worth applies as respects workers compensation coverage.

10/1/2024

10/1/2024

10/1/2025

10/1/2025

IMMA2410001847-02

ICELLHW00160591

N

N

CERTIFICATE HOLDER	CANCELLATION		
21294016 The City of Fort Worth	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
200 Texas Street Fort Worth TX 76102	AUTHORIZED REPRESENTATIVE		

Limits: \$2M Occ./Agg.

Contractors Equipment

Pollution Liability

2013 PREVAILING WAGE RATES

(Heavy and Highway Construction Projects)

CLASSIFICATION DESCRIPTION	Wag	ge Rate
Asphalt Distributor Operator	\$	15.32
Asphalt Paving Machine Operator	\$	13.99
Asphalt Raker	\$	12.69
Broom or Sweeper Operator	\$	11.74
Concrete Finisher, Paving and Structures	\$	14.12
Concrete Pavement Finishing Machine Operator	\$ \$	16.05
Concrete Saw Operator	\$	14.48
Crane Operator, Hydraulic 80 tons or less	\$	18.12
Crane Operator, Lattice Boom 80 Tons or Less	\$	17.27
Crane Operator, Lattice Boom Over 80 Tons	\$ \$	20.52
Crawler Tractor Operator	\$	14.07
Electrician	\$	19.80
Excavator Operator, 50,000 pounds or less	\$ \$ \$	17.19
Excavator Operator, Over 50,000 pounds	\$	16.99
Flagger	\$	10.06
Form Builder/Setter, Structures	\$	13.84
Form Setter, Paving & Curb	\$	13.16
Foundation Drill Operator, Crawler Mounted	\$	17.99
Foundation Drill Operator, Truck Mounted	\$	21.07
Front End Loader Operator, 3 CY or Less	\$	13.69
Front End Loader Operator, Over 3 CY	\$	14.72
Laborer, Common	\$	10.72
Laborer, Utility	\$	12.32
Loader/Backhoe Operator	\$	15.18
Mechanic	\$	17.68
Milling Machine Operator	\$	14.32
Motor Grader Operator, Fine Grade	\$	17.19
Motor Grader Operator, Rough	\$	16.02
Off Road Hauler	\$	12.25
Pavement Marking Machine Operator	\$	13.63
Pipelayer	\$	13.24
Reclaimer/Pulverizer Operator	\$	11.01
Reinforcing Steel Worker	<u>></u>	16.18
Roller Operator, Asphalt	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	13.08
Roller Operator, Other	<u>ې</u>	11.51
Scraper Operator Servicer	۶ د	12.96
	۶ خ	14.58 15.96
Small Slipform Machine Operator	ې د	14.73
Spreader Box Operator Truck Driver Lowboy-Float	خ خ	16.24
Truck Driver Lowboy-Float Truck Driver Transit-Mix	ې خ	14.14
Truck Driver Hanst-Mix Truck Driver, Single Axle	ç	12.31
Truck Driver, Single Axie Truck Driver, Single or Tandem Axle Dump Truck	\$ \$	12.62
Truck Driver, Single of Tandem Axle Dump Truck Truck Driver, Tandem Axle Tractor with Semi Trailer	\$ \$	12.86
Welder	\$	14.84
Work Zone Barricade Servicer	\$	11.68
TYOTA MONG DUNINGGOOD STOCK	Ţ	11.00

The Davis-Bacon Act prevailing wage rates shown for Heavy and Highway construction projects were determined by the United States Department of Labor and current as of September 2013. The titles and descriptions for the classifications listed are detailed in the AGC of Texas' Standard Job Classifications and Descriptions for Highway, Heavy, Utilities, and Industrial Construction in Texas.



MEMORANDUM

Date:

May 13, 2025

To:

Jesica McEachern, Assistant City Manager

From:

Chris Harder, P.E. Water Director

Via:

Doug Black, Senior Assistant City Attorney

Brandy Hazel, Interim Chief Procurement Officer

CC:

Christina Brooks, Director, Diversity and Inclusion Department

Subject:

Emergency Contracts - Village Creek Crude Oil Discharge Cleanup and Repairs

The Water Department requests approval of emergency expenditures and contract procurement necessary to respond to and mitigate the damage from the discharge of approximately 100,000 gallons of crude oil from an Energy Transfer LP (ETF) petroleum pipeline into the wastewater collection system which then flowed to and affected the Village Creek Water Reclamation Facility (VCWRF).

On May 5, 2025 VCWRF staff noticed a petroleum odor and discovered petroleum in the plant influent from the south (Village Creek Collector Sewer). Accordingly, both pretreatment services and field operations staff mobilized to inspect the collection system to find the source of the petroleum discharge. Meanwhile, significant volumes of petroleum were being received at the VCWRF, with plant staff working to minimize migration of the petroleum into the aeration basins and digesters.

On the afternoon of May 6th, the source of the discharge was discovered, a ruptured 16" crude oil pipeline owned by ETF that crosses over an existing 36" sewer line, which was also damaged and into which the crude oil was flowing directly into the sewer system. ETF shut down its crude oil line after verifying that it was not a false alarm. Unfortunately, the volume of crude oil coming in to VCWRF overwhelmed certain areas of the facility and, despite staff's best efforts to contain and remove the oil, some damage was done.

Fort Worth's emergency response on May 6th was subdivided into two separate geographical areas:

- At the VCWRF removal of the crude oil and restoration of plant treatment process
- At the pipeline setup bypass pumping, install plug, and replace/rehabilitate damaged sewer line, removal of debris that washed into collection system due to pipe damage.

On the evening of May 6th, ETF agreed to assist with the VCWRF cleanup and dispose of crude oil collected as part of the City's containment and cleanup efforts. In addition to the assistance from ETF, Fort Worth requested the following work from various qualified vendors and contractors:

- VCWRF Emergency Response and Restoration
 - o Pumping oil from South LS wetwell, scum tank and primary clarifiers to frac tanks
 - o Skimming primary clarifiers, aeration basins, and final clarifiers of crude oil
 - o Dosing enzymes for aeration basin recovery
 - o Reseeding of aeration basin activated sludge
 - o Trucking waste activated sludge to drying beds
 - o Replacing/cleaning filter media
- Collection System 36" Pipe Replacement/Rehabilitation
 - o Plugging and bypass pumping damaged sewer line
 - o Television inspection and debris removal from existing pipelines
 - o Rehabilitate and replace the damaged portion of the 36-inch sewer line

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. 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 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 as well as the Local Government Code Chapter 252, City staff have reached out to vendors that have the competency, resources, and availability to quickly respond to this situation. The following agreements are recommended to be executed:

Company Name	Scope of Work	Cost Estimate	
Jackson Construction	 Repair/replace damaged sewer pipelines 	\$1,500,000	
Rain for Rent	 Bypass pumping/plugging sewer lines 	\$200,000	
United Rentals	Bypass pump and pipe rental	\$100,000	
Republic Services	 Frac tanks, pumping, hauling, skimming 	\$400,000	
EnviroServe	 Frac tanks, pumping, hauling, skimming 	\$500,000	
Mulholland Energy	 Frac tanks, pumping, hauling, skimming 	\$150,000	
Services			
Dukes Root Control	 Enzyme for wastewater treatment 	\$75,000	
Filter Media (Vendor TBD)	Remove/replace/clean filter media	\$1,500,000	
Ace Pipe Cleaning	 Pipeline television inspection, debris removal 	\$100,000	
Renda Environmental	 Trucking waste activated sludge to drying beds 	<u>\$350,000</u>	
Total Estimated Cost:		\$4,875,000	

Final costs associated with these agreements will be based on actual usage, duration, and repair work and could increase. A confirming M&C will be circulated to ratify the contracts after the work has been performed.

In addition to these costs, Fort Worth anticipates significant operational costs associated with this emergency for increased chemical and power usage (disinfection and nitrification process), additional dewatering costs and staff overtime. There may also be regulatory costs associated with the plant discharge permit, as the oil discharge significantly inhibited the effectiveness of the regular treatment processes which may result in a discharge permit violation from TCEQ/EPA.

If you have any questions, please contact Chris Harder at 817-392-5020.

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Recommended:	Christopher Harder Christopher Harder (May 14, 2025 07:27 CDT)
Approved as to form and Legality:	Chris Harder, P.E., Director, Water Department Douglas Black (May 14, 2025 10:42 CDT)
	Douglas W. Black, Sr. Assistant City Attorney
Approve:	Brandy Hazel Brandy Hazel (May 14, 705 11:17 CDT)
	Brandy Hazel, Interim Chief Procurement Officer
Approve:	OMOEQ
	Jesica McEachern, Assistant City Manager

