

Signature:

Email: Mary.Kayser@fortworthtexas.gov

INTEROFFICE MEMO

DATE: JULY 28, 2020
TO: DANA BURGHDOFF, ASSISTANT CITY MANAGER
WILLIAM JOHNSON, TPW DIRECTOR
FROM: TANYA BROOKS, ASSISTANT DIRECTOR, TPW TRANSPORTATION
MANAGEMENT *TB*
SUBJECT: SIGNAL POLE AT RIVERSIDE AND LANCASTER – EMERGENCY
REPAIR

On or about July 27 or 28, a motorist apparently damaged a signal pole at the intersection of S. Riverside Drive and E. Lancaster Ave. The signal pole is 20' tall and supports a mast arm approximately 68' long. The intersection is operating but sustained structural damage to the traffic pole.

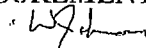
TPW Transportation Management Traffic Signal Maintenance does not have the capacity to repair/replace a signal pole of this size. The City is exempt from competitive bidding when an emergency threatens the preservation of the city's property or the public health of the citizens. Awarding an emergency contract to repair the traffic signal furthers the interest of protecting the public health and safety of the City as well as being necessary to protect the city's property. Chapter 2, Article I, Section 2-9 at (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 the city's property and the public health or safety of the municipality's residents.

This memo is submitted to request authorization for emergency procurement of services from Bean Electrical, Inc. at an estimated cost of approximately **\$8,000**.

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

APPROVED FOR EMERGENCY PROCUREMENT:

Recommended:



William Johnson, Director, TPW Dept.

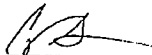
Approved As To Form and Legality:



DWB Jul 29, 2020 10:36 CDT

Douglas W Black, Sr. Assistant City Attorney

Approved:



Cynthia Garcia, Purchasing Manager

Approved:



Dana Burghdoff Jul 29, 2020 15:38 CDT

Dana Burghdoff, Assistant City Manager

cc. Tanya Brooks, Assistant Director, TPW Transportation Management

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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 **Bean Electrical, Inc.**, 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 repair/replace the damaged signal pole at South Riverside Drive and East Lancaster Avenue back to good working order.

Article 2. PROJECT

On or about July 27 or 28, a motorist apparently damaged a signal pole at the intersection of Riverside Drive and E. Lancaster Ave. The signal pole is 20' tall and supports a mast arm approximately 68' long. The intersection is operable at this time to control traffic.

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 signal pole is repaired and traffic signal operation is restored. 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 approximate amount of Eight Thousand Dollars (\$8,000.00). 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

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

45 6.2 Contractor covenants and agrees to indemnify and hold harmless, at its own expense, the city, its
46 officers, servants and employees, from and against any and all loss, damage or destruction of property
47 of the city, arising out of, or alleged to arise out of, the work and services to be performed by the
48 contractor, its officers, agents, employees, subcontractors, licensees or invitees under this contract.
49 This indemnification provision is specifically intended to operate and be effective even if it is alleged
50 or proven that all or some of the damages being sought were caused, in whole or in part, by any act,
51 omission or negligence of the city.
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53 Article 7. MISCELLANEOUS

54 7.1 Terms.

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

57 7.2 Assignment of Contract.

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

60 7.3 Successors and Assigns.

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

63 7.4 Severability.

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

67 7.5 Governing Law and Venue.

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

71 7.6 Other Provisions.

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

74 7.7 Authority to Sign.

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

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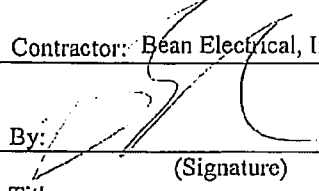
78 IN WITNESS WHEREOF, City and Contractor have signed this Agreement in multiple counterparts. At least
79 one counterpart of each has been delivered to City and Contractor.

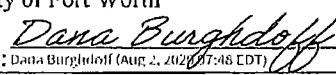
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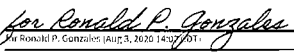
81 This Agreement will be effective on the last date subscribed by a signatory (which is the Effective Date of the
82 Agreement).

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Contractor: Bean Electrical, Inc

By: 
(Signature)
Title: President
Roy E Bean II
(Printed Name)

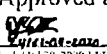
City of Fort Worth
By: 
Dana Burghdoff
Assistant City Manager
Date _____

Attest: 
Mary Kayser
City Secretary

Address: 821 E Enon

(Seal)

City/State/Zip: Everman, Texas 76140
Date 7/28/2020

Approved as to Form and Legality:

Douglas W. Black
Senior Assistant City Attorney

84 M&C _SEE ATTACHED MEMORANDUM_
85 Date _____

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APPROVAL RECOMMENDED:

William Johnson
Director, TPW Department
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.

Clint Hoover, P.E. , Clinton L. Hoover
Name of Employee/Signature

Engineering Manager
Title

BEAN ELECTRICAL, INC.

821 E. Enon Avenue
Fort Worth, Texas 76140
www.beanelectrical.com

P 817-561-7400
F 817-561-7408

BEI

Tuesday, July 28, 2020

To: Clint Hoover
COFW - TPW

Bean Electrical, Inc. is proud to offer an estimate for the project:

East Lancaster & South Riverside – Emergency Traffic Signal Repair

Scope: Per Bid Lis Items Below:

Item	Qty	Unit	Item Description	Unit Price	Amount
1	1	LS	Mobilization	\$1,500.00	\$1,500.00
2	1	EA	Pick Up 60' LMA Assy From TXDOT	\$1,500.00	\$1,500.00
3	1	EA	Remove Damaged Vertical Assy & Replace With New (Make All Necessary Termination's)	\$3,500.00	\$3,500.00
4	1	EA	Deliver Damaged Traffic Pole Assy To COFW Yard	\$1,500.00	\$1,500.00
			TOTAL		\$8,000.00

Clarifications and Exclusions:

1. Excludes anything not listed in scope and the following below
2. Traffic Control (To Be Supplied By City Forces)
3. Performance/Payment Bonds
4. City Permits
5. Allowances/City Fees
6. Overtime & Acceleration
7. Taxes
8. Damage to Paving or Asphalt
9. Damage to unseen/unmarked utilities
10. Due to the market changes in materials, price good for 30 days.
11. Bid based on normal working hours (7:00 to 3:30 Monday through Friday)
12. Bean Electrical, Inc. reserves the right to negotiate a mutually acceptable contract.

Sincerely,

Cody E. Turner

Bean Electrical, Inc.

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