

**CITY OF FORT WORTH, TEXAS
STANDARD AGREEMENT FOR GENERAL PROFESSIONAL SERVICES**

This agreement ("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: Emergency Repair – 33-Inch Sanitary Sewer (M-292) Main Break ("Project").

**Article I
Scope of Services**

- (1) Consultant hereby agrees to perform professional services as set forth in this Agreement and the Scope of Services, attached hereto as Attachment "A" ("Services"). These Services shall be performed in connection with the Project.
- (2) Additional services, if any, will be memorialized by an amendment to this Agreement.
- (3) All reports, whether partial or complete, prepared under this Agreement, including any original drawings or documents, whether furnished by City, its officers, agents, employees, consultants, or contractors, or prepared by Consultant, shall be or become the property of City, and shall be furnished to the City, prior to or at the time such services are completed, or upon termination or expiration of Agreement.

**Article II
Compensation**

Consultant shall be compensated an amount up to \$61,580.00 ("Contract Amount") in accordance with the Fee Schedule shown in Attachment "B". Payment shall be considered full compensation for all labor (including all benefits, overhead and markups), materials, supplies, and equipment necessary to complete the Services.

Consultant shall provide monthly invoices to City. Payments for services rendered shall be made in accordance with the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

Acceptance by Consultant of said payment shall release City from all claims or liabilities under this Agreement for anything related to, performed, or furnished in connection with the Services for which payment is made, including any act or omission of City in connection with such Services.

**Article III
Term**

Time is of the essence. The term of this Agreement shall commence on the Effective Date and shall continue until the expiration of the funds or completion of the subject matter pursuant to

the schedule, whichever occurs first, unless terminated in accordance with the terms of this Agreement. Unless specifically otherwise amended, the original term shall not exceed five years from the original effective date.

Article IV Independent Contractor

Consultant shall operate hereunder as an independent contractor and not as an officer, agent, servant, or employee of 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

Work performed by Consultant shall comply in all aspects with all applicable local, state and federal laws and with all applicable, standards, codes, rules and/or regulations promulgated by local, state and national boards, bureaus and agencies. Approval to proceed by City of Consultant's work or work product 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 performance of the Services.

Article VI Indemnification

CONSULTANT, AT NO COST TO THE CITY, AGREES TO INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO CONSULTANT'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO, ARISE OUT OF OR BE OCCASIONED BY CONSULTANT'S BREACH OF (i) ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (ii) ANY 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 VII
Insurance**

Consultant shall not commence work under this Agreement until it has obtained all insurance required under Attachment F and City has approved such insurance.

**Article VIII
Force Majeure**

City and Consultant shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to: acts of the public enemy, fires, strikes, lockouts, natural disasters, epidemics/pandemics, wars, riots, material or labor restrictions by any governmental authority and/or any other similar causes.

**Article IX
Transfer or Assignment**

Consultant, its lawful successors and assigns, shall not assign, sublet or transfer any interest in this Agreement without prior written consent of City.

**Article X
Termination of Contract**

- (1) City may terminate this Agreement for convenience by providing written notice to Consultant at least 30-days prior to the date of termination, unless Consultant agrees in writing to an earlier termination date.
- (2) Either City or Consultant may terminate this Agreement for cause if either party fails to substantially perform, through no fault of the other and the nonperforming party does not commence correction of such nonperformance within 5 days after receipt of written notice or thereafter fails to diligently pursue the correction to completion.
- (3) If City chooses to terminate this Agreement, upon receipt of notice of termination by Consultant, Consultant shall discontinue Services on the date such termination is effective. City shall compensate Consultant for such services rendered based upon Article II of this Agreement and in accordance with Exhibit "B".

**Article XI
Right to Audit**

- (1) Consultant agrees that City shall, until the expiration of three (3) years after final payment under Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions relating to Agreement. Consultant agrees that 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 subcontractor agrees that 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 subcontractor(s), involving transactions to the subcontract, and further, that City shall have access during normal working hours to all subcontractor 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 subcontractor reasonable advance notice of intended audit.
- (3) Consultant and subcontractor(s) agree to photocopy such documents as may be requested by City. 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.

Article XII Business Equity Participation

City has goals for the full and equitable participation of minority business and/or women business enterprises in City contracts greater than \$100,000. In accordance with City's Business Equity Ordinance No. 25165-10-2021 (as codified in Chapter 20, Article X of the City's Code of Ordinances, as amended, and any relevant policy or guidance documents), Consultant acknowledges the MBE and WBE goals established for this Agreement and its execution of this Agreement is Consultant's written commitment to meet the prescribed MBE and WBE participation goals. Any misrepresentation of facts (other than a negligent misrepresentation) and/or the commission of fraud by 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 XIII 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 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 or its subcontractor(s).

**Article XIV
Immigration Nationality Act**

Consultant shall verify the identity and employment eligibility of its employees and employees of all subcontractor(s) who perform work under 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 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 Agreement for violations of this provision by Consultant.

**Article XV
Venue and Jurisdiction**

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of 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. Agreement shall be construed in accordance with the laws of the State of Texas.

**Article XVI
Contract Construction/No Waiver**

The parties acknowledge that each Party and, if it so chooses, its counsel, have reviewed and revised Agreement and that the normal rule of contract construction, to the effect that any ambiguities are to be resolved against the drafting party, must not be employed in the interpretation of Agreement or any amendments or exhibits hereto.

The failure of City or Consultant to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of City's or Consultant's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

**Article XVII
Severability**

The provisions of Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of 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 Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of Agreement to other persons or circumstances shall not be affected thereby and Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

Article XVIII Notices

Notices regarding Articles IX or X are to be provided 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 St.
Fort Worth, Texas 76102

Consultant:

Freese and Nichols, Inc.
Attn: Nicholas Lester, P. E., Vice President
801 Cherry St. Suite #2800
Fort Worth, TX 76102

All other notices may be provided as described above or via electronic means.

Article XIX Prohibition On Contracts With Companies Boycotting Israel

Consultant, unless a sole proprietor, acknowledges that in accordance with Chapter 2271 of the Texas Government Code, if Consultant 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, Consultant certifies that Consultant's signature provides written verification to the City that if Chapter 2271, Texas Government Code applies, Consultant: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.**

Article XX
Prohibition on Boycotting Energy Companies

Consultant 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, Consultant certifies that Consultant’s signature provides written verification to the City that Consultant: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.**

Article XXI
Prohibition on Discrimination Against Firearm and Ammunition Industries

Consultant 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, Consultant certifies that Consultant’s signature provides written verification to the City that Consultant: (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.**

Article XXII
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 Agreement.

Article XXIII

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 Agreement:

- Attachment A - Scope of Services
- Attachment B – Compensation
- Attachment C - Changes to Agreement
- Attachment D - Insurance Requirements

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

BY:
CONSULTANT
Freese and Nichols, Inc.

Fernando Costa

Nicholas Lester

Fernando Costa
Assistant City Manager

Nicholas Lester, P. E.
Vice President

Date: Jun 24, 2024

Date: 06/21/2024

ATTEST:

Jannette Goodall



Jannette Goodall
City Secretary

APPROVAL RECOMMENDED:

Christopher Harder

By: Christopher Harder (Jun 21, 2024 13:49 CDT)

Chris Harder, P.E.
Director, Water Department

APPROVED AS TO FORM AND LEGALITY

M&C No.: N/A

Douglas Black

M&C Date: N/A

By: Douglas Black (Jun 24, 2024 14:28 CDT)

Douglas W Black
Sr. Assistant City Attorney

Form 1295 No.: 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.

Tony Sholola

Tony Sholola, P.E.
Project Manager



ATTACHMENT A

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

DESIGN SERVICES FOR LITTLE FOSSIL (M-292) EMERGENCY SEWER REPLACEMENT

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 2,000 LF of 36" sewer along Mackey Court and Midway Road, as shown in the attachment.

- Task 1. Design Management
- Task 2. Sewer Line Design
- Task 3. Construction Phase Services

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
 - Attend up to two (2) meetings with Haltom City.
 - Coordination with TxDOT on the permitted roadway crossing. FNI will provide documentation and exhibits, the CITY will submit the TxDOT application.
 - Coordinate with Haltom City on permitting requirements.

-
- 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.
- Up to two meetings with Haltom City.
- 3 monthly Water Department progress reports will be prepared.
- 3 monthly project schedule updates will be prepared.

DELIVERABLES

- A. Meeting summaries with action items
- B. Monthly invoices and progress reports
- C. TxDOT exhibit and draft application
- D. Haltom City permit

TASK 2. SEWER LINE DESIGN.

The sewer line design will include:

- Plan and profile of the 36" sewer line replacement
- Applicable City standard details

ASSUMPTIONS

- PDF copies of the design package will be delivered.
- No geotechnical or environmental assessment will be performed
- Survey and preparation of easement documents will be completed by others

DELIVERABLES

- A. Sewer line design package (preliminary and final)

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

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:

- Stream restoration or stabilization
- Survey, SUE, and preparation of metes and bounds
- Property acquisition, including temporary rights-of-entry
- Geotechnical investigation
- Environmental assessments, including archeological survey
- 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.

ATTACHMENT B COMPENSATION

IV. Summary of Total Project Fees

Firm	Primary Responsibility	Water Dept. Fees	%
Prime Consultant			
Freese and Nichols, Inc.		\$ 61,580.00	
Proposed MBE/SBE Sub-Consultants			
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
TOTAL		\$ -	
Non-MBE/SBE Consultants			
		\$ -	
		\$ -	
		\$ -	
		\$ -	
		\$ -	
TOTAL		\$ -	
GRAND TOTAL		\$ 61,580.00	

Project Number & Name	Total Fee	MBE/SBE Fee	MBE/SBE %
WATER AND SANITARY SEWER REPLACEMENT CONTRACT WSM-B (LEAD SERVICES REPLACEMENT D2) - CPN No. 102169	\$ 61,580.00	\$ -	

City MBE/SBE Goal = N/A

Consultant Comitted Goal = N/A

Professional Services Invoice

Project Manager: **Tony Sholola, P.E.**

Summary

Project: **Emergency Repair – 33-Inch Sanitary Sewer (M-292) Main Break**

City Project #: **N/A**

City Sec Number: **[Redacted]**

Supplier Instructions:

Fill in green cells including Invoice Number, From and To Dates and the included worksheets.
When your invoice is complete, save and close, start Buzzsaw and Add your invoice to the Consultant folder within Project's folder.

Company Name: **Freese and Nichols, Inc.**

Consultant's PM: **Amanda Johnson, P.E.**
Supplier Invoice #: **[Redacted]**
Payment Request #: **[Redacted]**
Service Date: From **[Redacted]** To **[Redacted]**
Invoice Date: **[Redacted]**

email: **Amanda.Johnson@freese.com**
Office Address: **801 Chery St, Suite #2800, Fort Worth, TX 76102**
Telephone: **(817) 735-7533**
Fax: **[Redacted]**
Remit Address: **[Redacted]**

Sheet	FID and Work Type Description	Agreement Amount	Amendment Amount	Agreement Amount to Date	LTD Completed Amount	Percent Spent	(\$ Invoiced Previously	Current Invoice	Remaining Balance
Work Type 1	Water Design	\$61,580.00		\$61,580.00					\$61,580.00
Work Type 2									
Work Type 3									
Work Type 4									
Work Type 5									
Work Type 6									

Totals This Invoice

\$61,580.00

\$61,580.00

\$61,580.00

Overall Percentage Complete:

EXHIBIT B-2
Level of Effort Spreadsheet
TASK/HOUR BREAKDOWN
Design Services for
LITTLE FOSSIL (M-292) EMERGENCY SEWER REPLACEMENT
City Project No. TBD

Task No.	Task Description	Principal Rate	Labor (hours)			Tunneling Eng. \$288	CAD Tech. \$183	Total Labor Cost	Expense		Reproduction	Total Expense Cost	Task Sub Total
			Project Manager \$220	Project Engineer \$165	Project Engineer \$165				Subconsultant	Travel			
1.0	Project Management	8	20	0	4	12	\$10,403	\$0	\$26	\$0	\$26	\$10,434	
1.1	Managing the Team		1				\$252				\$0	\$252	
1.2	Communications and Reporting		5				\$2,390		\$26		\$26	\$2,416	
1.2.2	Coordination Meetings (2)		4				\$666				\$0	\$666	
1.2.3	Prepare Monthly Progress Reports with Schedule		3				\$2,390				\$0	\$2,390	
1.2.4	Region City Coordination		4				\$3,168				\$0	\$3,168	
1.2.5	TXDOT Coordination		4		4	6	\$3,168				\$0	\$3,168	
1.2.6	Survey Coordination		2			6	\$1,572				\$0	\$1,572	
2.0	Sewer Line Design	15	30	60	15	90	\$42,600	\$0	\$0	\$40	\$40	\$42,640	
2.1	Preliminary Design Drawings	10	20	35	10	70	\$29,455			\$40	\$40	\$29,495	
2.2	Final Design Drawings	5	10	25	5	20	\$13,145			\$0	\$0	\$13,145	
3.0	Construction Phase Services	4	8	10	0	20	\$8,466	\$0	\$0	\$0	\$0	\$8,466	
3.1	Construction Meetings (up to two)		4				\$2,168				\$40	\$2,208	
3.1	Shop Drawing Review (up to 6)		2			6	\$1,434				\$0	\$1,434	
3.2	Record Drawings/As Built		2			4	\$4,864				\$0	\$4,864	
	Totals	27	56	70	19	122	\$51,474	0	0	66	106	\$51,580	

Project Summary	
Total Hours	256
Total Labor	\$61,474
Total Expense	\$106
MBE/SBE Subconsultant	\$0
Non-MBE/SBE Subconsultant	\$0
10% Sub Markup	\$0
MBE/SBE Participation	0.00%
Total Project Cost	\$61,680.00



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

May 24, 2024

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

Re: Little Fossil (M-292) Emergency Sewer Replacement (City Project No. TBD)

Dear Mr. Sholola

Freese and Nichols, Inc. (FNI) is pleased to provide this proposal for professional design services for the Little Fossil (M-292) Emergency Sewer Replacement project. The proposal includes sewer line design and construction support for the emergency water line repair.

A summary of the fee is shown below:

<u>Item</u>	<u>Fee</u>
Design	\$53,074
Construction Support	\$8,506
Total	\$61,580

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

Sincerely,

Amanda Johnson, P.E
Project Manager

Attachments

- Attachment A – Scope
- Attachment B – LOE
- Project Exhibit

ATTACHMENT "C"

CHANGES AND AMENDMENTS TO STANDARD AGREEMENT

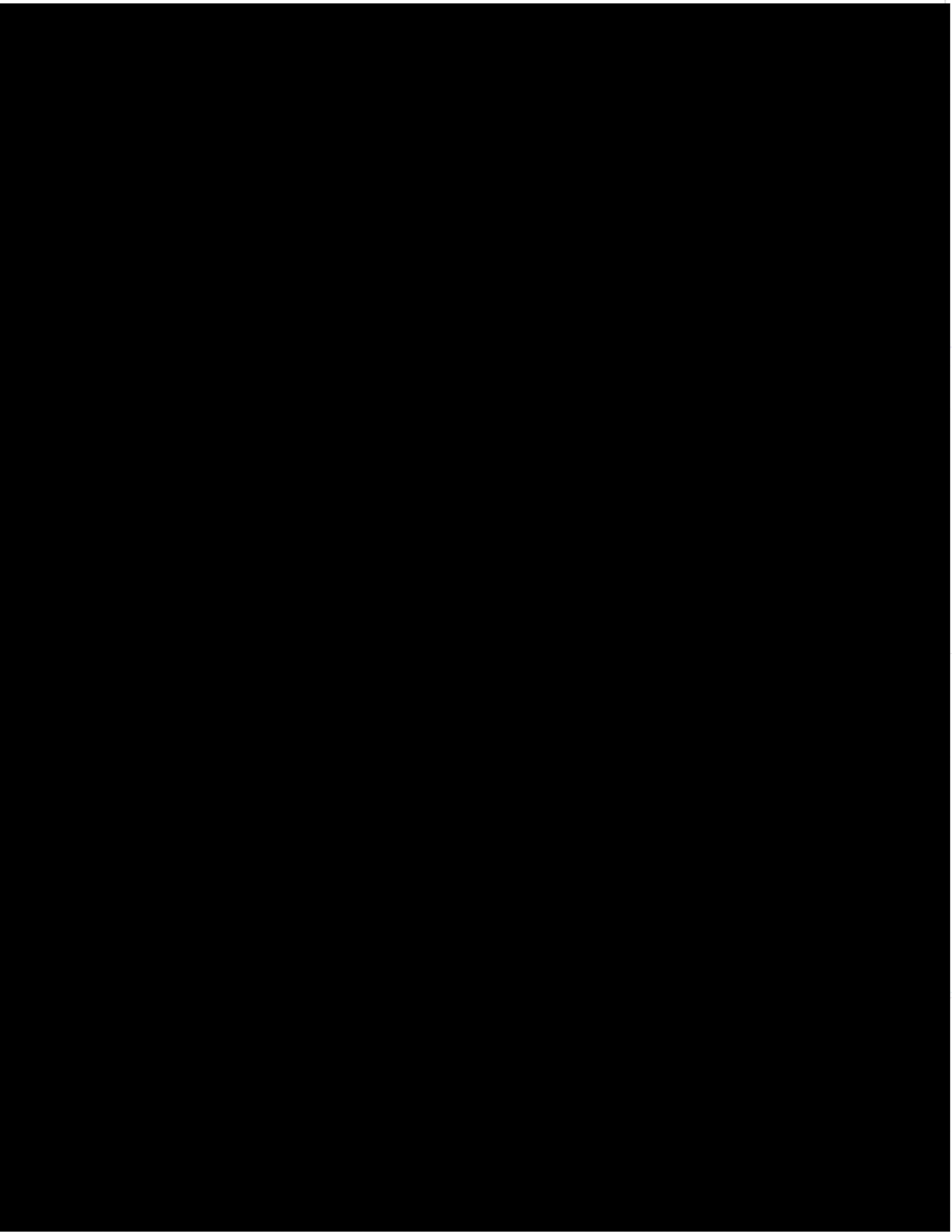
Design Services for
**Emergency Repair – 33-Inch Sanitary
Sewer (M-292) Main Break
City Project No. N/A**

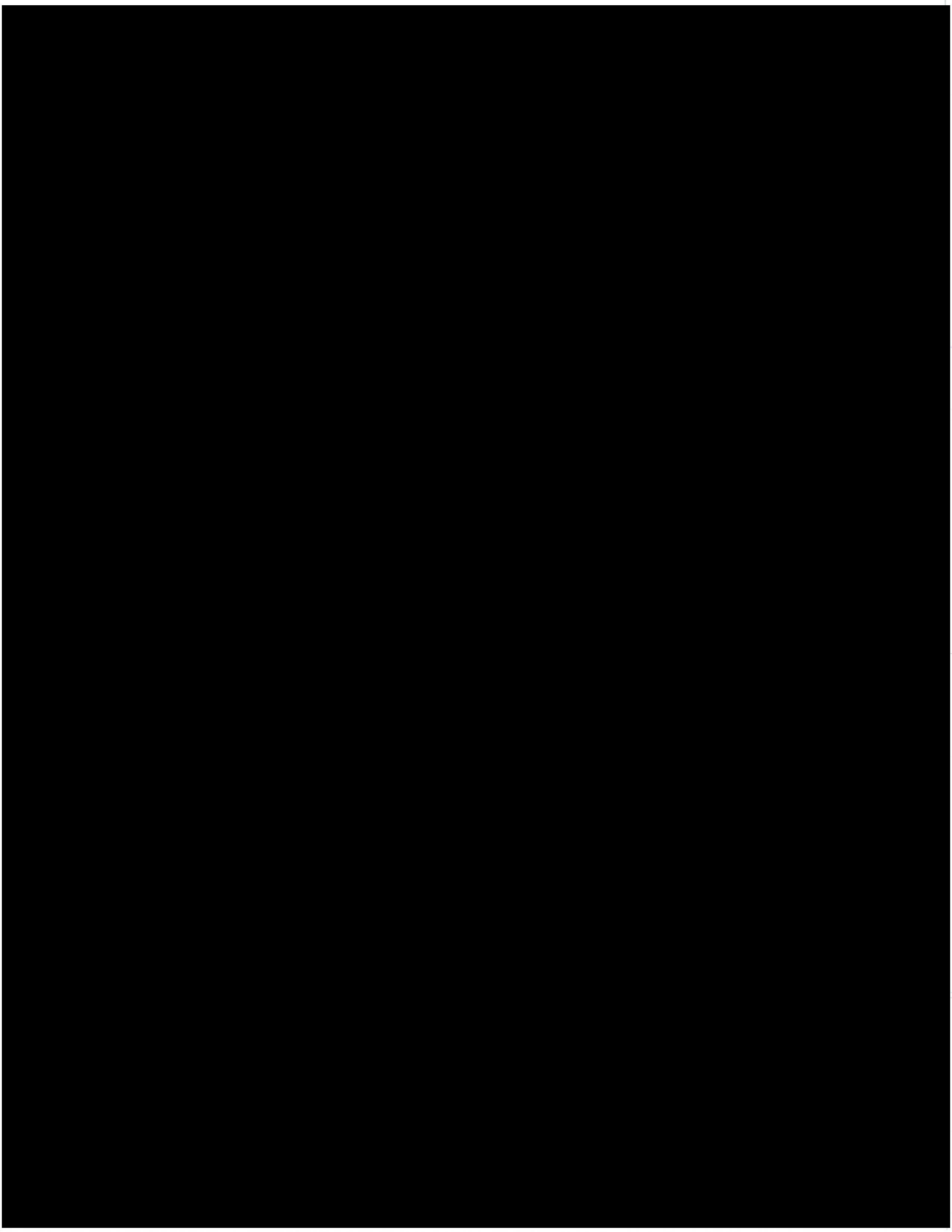
No Changes

ATTACHMENT "D"

CERTIFICATE OF INSURANCE

Design Services for
Emergency Repair – 33-Inch Sanitary Sewer (M-292) Main Break
City Project No. N/A





INTEROFFICE MEMO

Date: June 11, 2024

To: Fernando Costa, Assistant City Manager

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

Subject: **EMERGENCY REPAIR- 33-INCH SANITARY SEWER (M-292) MAIN BREAK ADJACENT TO 5301 E. BELKNAP STREET, HALTOM CITY, AFFECTING LITTLE FOSSIL CREEK**

On Friday, May 3, 2024, Water Field Operations crews discovered a segment of a 33-inch Sanitary Sewer Main near 5301 E Belknap Street, Haltom City to be severely exposed as result of creek bank erosion from recent rains. No sewer discharge was encountered at this time. Bypass pumping was immediately mobilized to implement pumping around the exposed section in the event additional rainfall caused the pipe to collapse. Overnight storms delayed the completion of this work. However on May 5, 2024 the exposed pipe was found to be leaking along with three other close by segments of the sewer main.

This memo is submitted to inform the City Manager's Office and the City Council that, pursuant to the emergency authority found in Chapter 2, Article I, Section 2-9 of the City's Code of Ordinances, the Water Department will initiate emergency procurement of the following contractor and consultant for the services and costs as indicated below to perform emergency replacement to reroute the sanitary sewer main from the creek bed as shown on the attachment. Water Field Operations Crews are not able to conduct replacement work of this magnitude.

- William J. Schultz, Inc. dba Circle C Construction Company (Emergency water main replacement: \$1,500,000.00)
- Freese and Nichols, Inc. (Engineering Design \$61,580.00)

The contracts and work will be billed on a task order basis. The total of the contracts is estimated to be \$1,561,580.00.

The Water Department will coordinate with Haltom City since this City of Fort Worth sanitary sewer main is located within Haltom City limits.

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 (Jun 11, 2024 18:17 CDT)

Chris Harder, P.E., Director, Water Department

Approved as to form and Legality:


Douglas Black (Jun 12, 2024 10:25 CDT)

Douglas W. Black, Sr. Assistant City Attorney

Approve:


Jo Gunn (Jun 12, 2024 17:58 CDT)

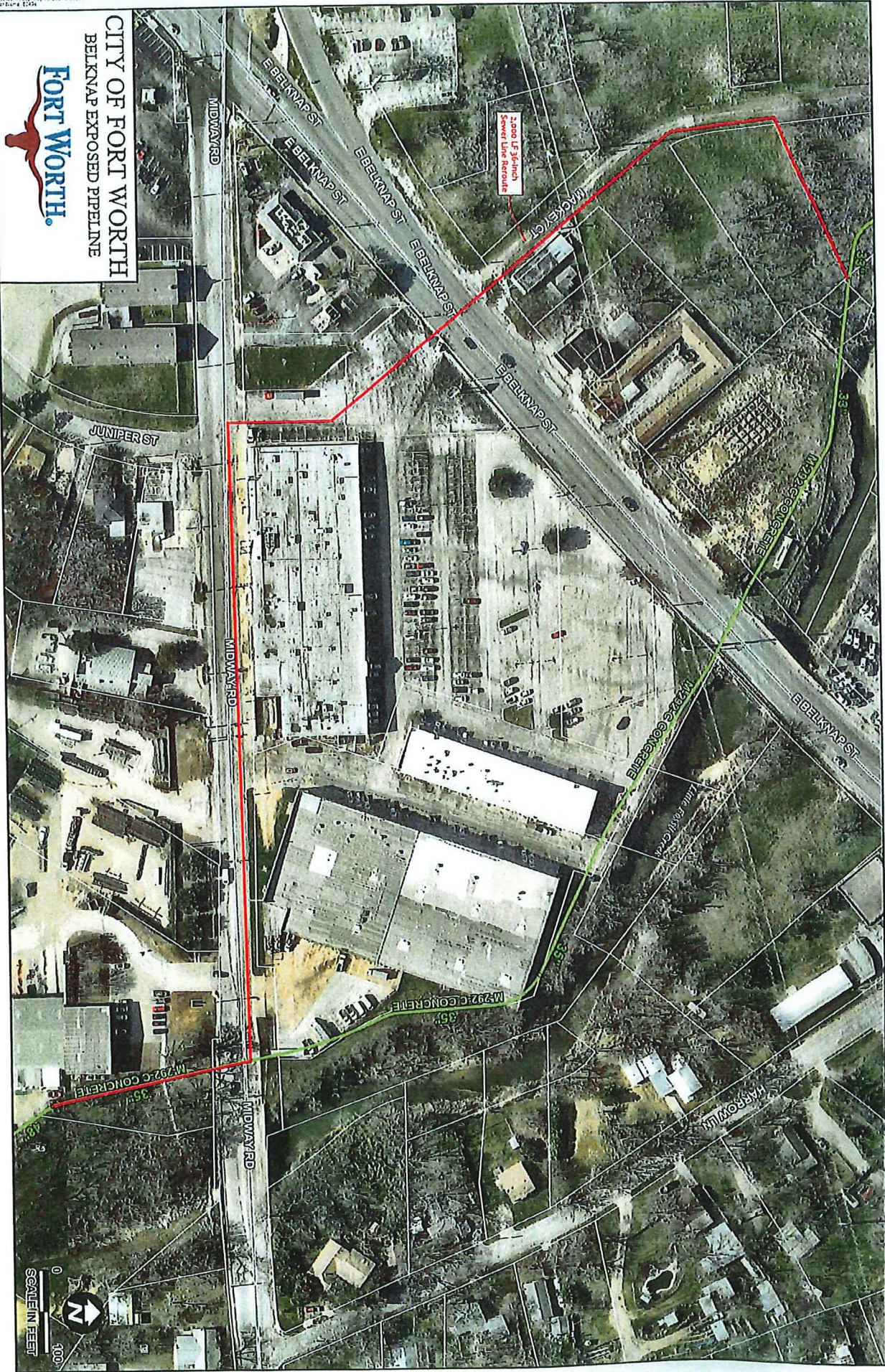
Jo Ann Gunn, Chief Procurement Officer, Purchasing

Approve:


Fernando Costa

Fernando Costa, Assistant City Manager

CITY OF FORT WORTH BELKNAP EXPOSED PIPELINE



2,000 LF 36-inch
Sewer Line Removal



