



MEMORANDUM

Date: June 20, 2019

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

Via: Doug Black, Sr. Assistant City Attorney
Cynthia Garcia, ~~Purchasing Manager~~ Assistant Director

To: Jesus Chapa, Assistant City Manager

RE: SUPPLEMENT TO APRIL 25, 2019 MEMORANDUM AND CITY SECRETARY CONTRACT NO. 52264 RE: EMERGENCY REPAIRS – UPPER CLEAR FORK SEWER M-439*

This memorandum is to supplement the April 25, 2019 emergency memorandum – resulting in City Secretary Contract No. 52264 with Conatser Construction TX, LP (“Conatser”) for emergency services to reroute the cracked leaking segment of sewer main M-238 from an inaccessible location at the bottom of a tributary creek of the Trinity River to a location further away from the creek edge. The existing alignment of the 30-inch main at the edge of the creek has been continuously eroded over the years and is now exposed which possibly caused a hole to form in the pipe.

To expedite the reroute, staff recommends that City Secretary Contract No. 52264 be revised to allow Conatser to do the work. It is anticipated that the additional work may cost up to \$700,000.00

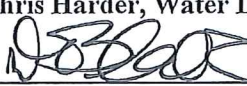
A change order will be processed to the existing contract with Conatser and actual costs will be reconciled at the end of the project.

APPROVED FOR EMERGENCY PROCUREMENT:

Recommended:


Chris Harder, Water Department

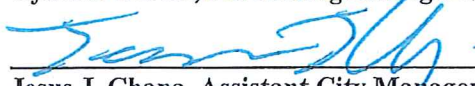
Approved as to form and Legality:


Douglas W. Black, Sr. Assistant City Attorney

Approve:

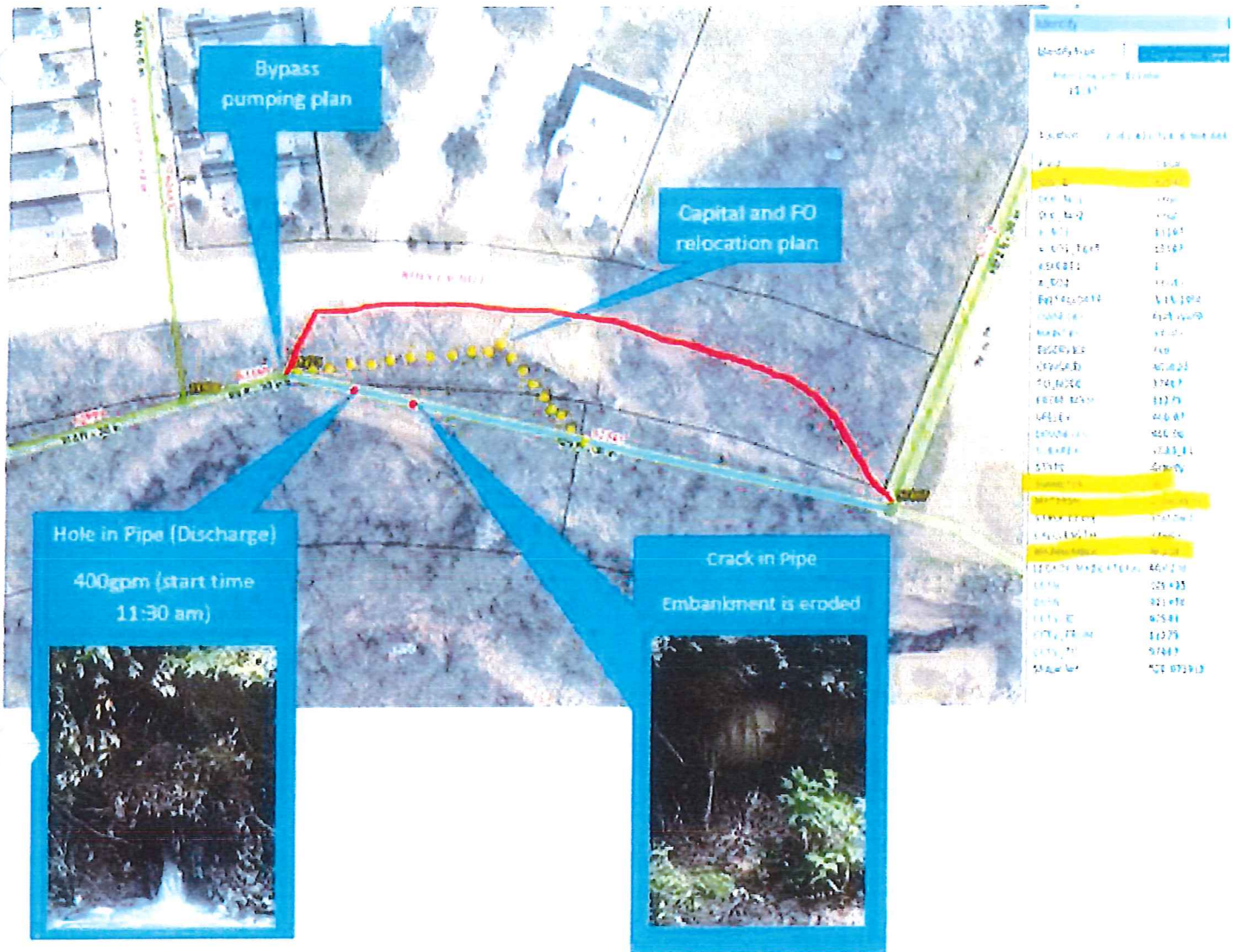

Cynthia Garcia, ~~Purchasing Manager~~ Assistant Director

Approve:


Jesus J. Chapa, Assistant City Manager

9065 JOHN T WHITE

M-238, 30" Concrete





RECEIVED
JUL - 8 2019

FORT WORTH

City of Fort Worth Change Order Request

CITY SECRETARY
CONTRACT NO. 52264-CO1

Project Name: Emergency Response - Upper Clear Fork Sanitary Sewer M439* City Sec No.: 52264

Project No.(s): Emergency Reroute of a leaking sewer main DOE No. N/A City Proj. No.: N/A

Project Description: Emergency Reroute of a cracked and leaking sewer main

Contractor: Conatser Construction TX, LP Change Order # 1 Date: 6/28/2019

City Project Mgr. John Kasavich City Inspector: David Johnson

Phone Number: 817-392-8480 Phone Number: 817-392-8455

Dept.	Sewer Unit 1	Sewer Unit 2	Sewer Unit 3	Totals	Contract Time (Calendar days)
Original Contract Amount	\$400,000.00			\$400,000.00	
Extras to Date					
Credits to Date					
Pending Change Orders (in M&C Process)					
Contract Cost to Date	\$400,000.00			\$400,000.00	
Amount of Proposed Change Order	\$700,000.00			\$700,000.00	
Revised Contract Amount	\$1,100,000.00			\$1,100,000.00	
Original Funds Available for Change Orders					
Remaining Funds Available for this CO					
Additional Funding (if necessary)	\$700,000.00			\$700,000.00	

CHANGE ORDERS to DATE (INCLUDING THIS ONE) AS % OF ORIGINAL CONTRACT

175.00%

MAX ALLOWABLE CONTRACT AMOUNT (ORIGINAL CONTRACT COST + 25%)

\$500,000.00

JUSTIFICATION (REASONS) FOR CHANGE ORDER

This Change Order authorized by the attached memorandum of June 19, 2019 which supplemented the April 25, 2019 emergency memorandum- resulting in City Secretary Contract No. 52264 with Conatser Construction TX, LP for emergency services to replace 40 feet of defective 36-inch sanitary sewer main M-349* located in Trinity Park.

The change order will provide for emergency rerouting of the cracked leaking segment of sewer main M-238 from an inaccessible location at the bottom of a tributary creek of the Trinity River to a location further away from the creek edge.

Attested by:

Mary J. Kayser, City Secretary



It is understood and agreed that the acceptance of this Change Order by the contractor constitutes an accord and satisfaction and represents payment in full (both time and money) for all costs arising out of, or incidental to, the above Change Order.

Contractor's Company Name Conatser Construction TX, LP	Contractor Name Jesse Martinez	Contractor Signature <i>Jesse Martinez</i>	Date 6-28-19
Inspector <i>[Signature]</i>	Date 7-1-19	Project Manager <i>Tony Spola</i>	Date 7/1/19
Director (Water Dept) <i>CE AC</i>	Date 7-1-19	Construction Supervisor (Water Dept) <i>[Signature]</i>	Date 7-1-19
Assistant City Attorney <i>[Signature]</i>	Date 7/5/19	Assistant City Manager <i>[Signature]</i>	Date 7/8/19
Council Action (If Required)			
M&C Number N/A	M&C Date Approved N/A		<i>See Emergency memo attached</i>

M/WBE Breakdown for this Change Order

MWBE Sub	Type of Service	Amount for this CO
Total		\$0.00

Previous Change Orders

CO #	DATE	AMOUNT
Total		\$0.00

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

Signature

Tony Sholola

Name of Employee

Sr. Capital Projects Officer

Title

INTEROFFICE MEMO

DATE: APRIL 25, 2019
TO: JESUS CHAPA, ASSISTANT CITY MANAGER
DOUG BLACK, SR. ASSISTANT CITY ATTORNEY
FROM: CHRIS HARDER, WATER DIRECTOR
SUBJECT: EMERGENCY REPAIRS – UPPER CLEAR FORK SEWER LINE (M-439*)

On April 24th, Water Field Operations was called to investigate a 5 ft. diameter sinkhole, approximately 8 ft. deep, located south of the W. 7th St./Harrold St. intersection, in Trinity Park. The sinkhole is located over the existing 36-inch siphon on M-439* which crosses under the existing 72-inch raw water main to North Holly Water Treatment Plant.

It is estimated that up to 40 LF of the existing 36-inch ductile iron pipe will be replaced with new 36-inch ductile iron pipe as part of the emergency response. Bypass pumping of the wastewater flow shall be performed in order to replace the existing pipe.

The repair locations are shown in detail on the attached plans.

It is beyond the capacity of Water Department staff to perform repairs of this size and length. Therefore, the Water Department has contracted Conatser Construction TX, L.P. to perform the pipe replacement and related bypass pumping.

Waiting to bid and award a contract to replace the damaged sewer line is not in the best interest of the health and safety of the citizens of the City of Fort Worth. Chapter 2, Article I, Section 2-9 of the City's Code of Ordinances and Section 252.022 of the Local Government Code exempt 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 request authorization for emergency procurement of construction services provided by Conatser Construction TX, L.P.. The total cost associated with this emergency is estimated to be \$400,000.


An M&C will be circulated to ratify the emergency contract after the work has been performed.

APPROVED FOR EMERGENCY PROCUREMENT:

Recommended:


Chris Harder, Director, Water Dept.

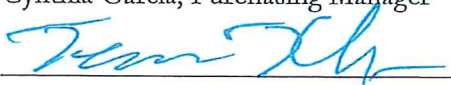
Approved As To Form and Legality:


Douglas W Black, Sr. Assistant City Attorney

Approved:

Cynthia Garcia, Purchasing Manager

Approved:


Jesus J. Chapa, Assistant City Manager

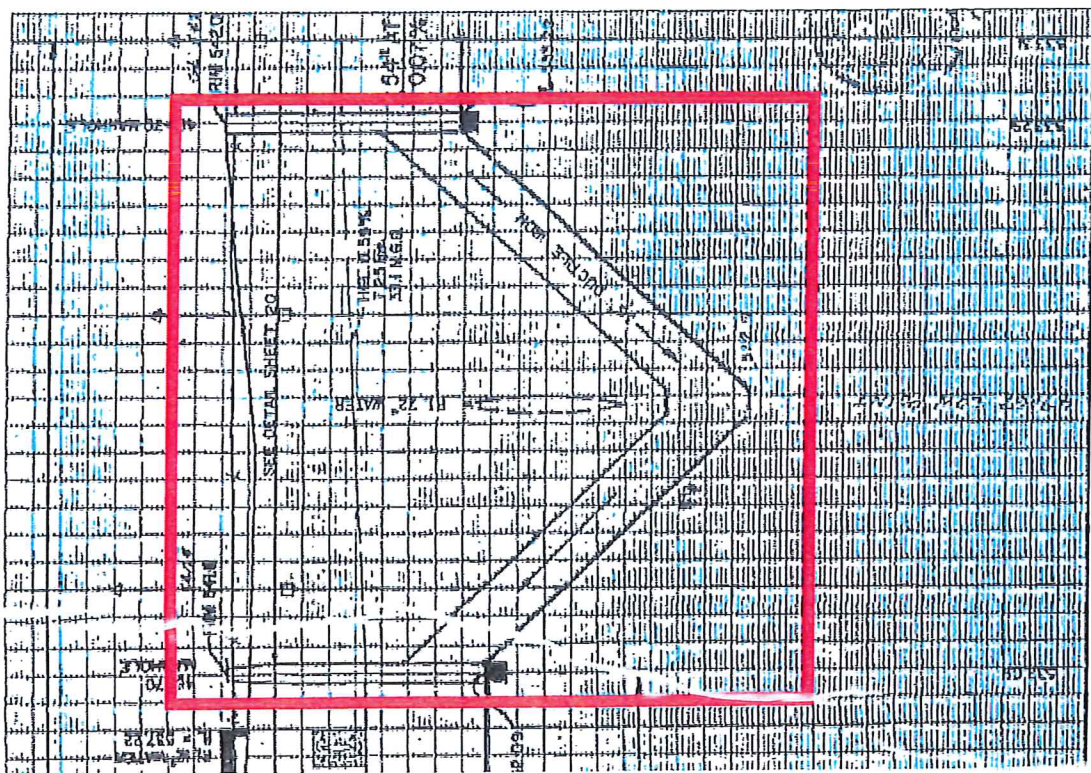
Contract Compliance Manager

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.

John R. Kasovich
Signature

John Kasovich
Name of Employee

Senior Professional Engineer
Title



RECEIVED
MAY - 7 2019
CITY OF FORT WORTH
CITY SECRETARY

CITY SECRETARY
CONTRACT NO. 52264

- 1
Agreement
Page 1 of 3

SECTION 00 52 43
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 **Conatser Construction TX, LP**, 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 replace approximately 40 linear feet of defective 36-inch sanitary sewer main (M-349*) with 36-inch ductile iron pipe, which will connect directly to the existing ductile iron siphon main.

Article 2. PROJECT

On April 24, 2019, Water Field Operations was called to investigate a 5 ft. diameter sinkhole, approximately 8 ft. deep, located south of the W 7th St./Harrold St. intersection, in Trinity Park. The sinkhole is located over the existing 36-inch siphon on M-449* which crosses under the existing 72-inch raw water main to North Holly Water Treatment Plant.

It is estimated that up to 40 LF of the existing 36-inch ductile iron pipe will be replaced with new 36-inch ductile iron pipe as part of the emergency response. Bypass pumping of the wastewater flow shall be performed in order to replace the existing pipe. It is beyond the City's ability to perform repairs of this size and length.

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 36-inch sanitary sewer main is repaired and sewer service 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 amount up to Four Hundred Thousand Dollars (\$400,000.00) 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

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.

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.

7.7 Authority to Sign.

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

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

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

Contractor: Contract Construction Tx 10. City of Fort Worth

By: Jay Chapa

Jay Chapa

Assistant City Manager

By: [Signature]

(Signature)

Title: Vice president

Date 5-6-19

(Printed Name)

Attest: [Signature]

City Secretary

Address: _____

(Seal)

City/State/Zip: _____

Approved as to Form and Legality:

Date _____

[Signature]

Douglas W. Black

Senior Assistant City Attorney

M&C _____

Date _____

APPROVAL RECOMMENDED:

[Signature]

Chris Harder, P.E.

Director, Water Department

200 Texas St. Fort Worth, TX-76102

