

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39

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

Beginning on May 15, 2015 Contractor shall excavate as necessary and replace approx. 145 linear feet of 30-inch sanitary sewer main at 6801 Randol Mill Road to repair existing sanitary sewer main (M-253) (the “Work”).

Article 2. PROJECT

On May 11, 2015, an existing sanitary sewer main (M-253) collapsed at 6801 Randol Mill Road. The collapsed segment of M-253 was buried by approximately 20 feet of fill material requiring enhanced excavation techniques in order to reach the collapsed line.

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 replacement 30-inch sanitary sewer line is installed and functioning properly. 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 Two Hundred Sixty Thousand Dollars (\$260,000.00). 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. Invoice(s) (as received)
 - b. Evidence of Current Insurance
 - c. Current Prevailing Wage Rate Table incorporated by reference.
- 3. General Conditions incorporated by reference



40 **Article 6. INDEMNIFICATION**

41 **6.1 Contractor covenants and agrees to indemnify, hold harmless and defend, at its own**
42 **expense, the city, its officers, servants and employees, from and against any and all**
43 **claims arising out of, or alleged to arise out of, the work and services to be performed**
44 **by the contractor, its officers, agents, employees, subcontractors, licenses or invitees**
45 **under this contract. This indemnification provision is specifically intended to operate**
46 **and be effective even if it is alleged or proven that all or some of the damages being**
47 **sought were caused, in whole or in part, by any act, omission or negligence of the city.**
48 **This indemnity provision is intended to include, without limitation, indemnity for**
49 **costs, expenses and legal fees incurred by the city in defending against such claims and**
50 **causes of actions.**

51

52 **6.2 Contractor covenants and agrees to indemnify and hold harmless, at its own expense,**
53 **the city, its officers, servants and employees, from and against any and all loss, damage**
54 **or destruction of property of the city, arising out of, or alleged to arise out of, the work**
55 **and services to be performed by the contractor, its officers, agents, employees,**
56 **subcontractors, licensees or invitees under this contract. This indemnification**
57 **provision is specifically intended to operate and be effective even if it is alleged or**
58 **proven that all or some of the damages being sought were caused, in whole or in part,**
59 **by any act, omission or negligence of the city.**

60

61 **Article 7. MISCELLANEOUS**

62 7.1 Terms.

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

65 7.2 Assignment of Contract.

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

68 7.3 Successors and Assigns.

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

72 7.4 Severability.

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

77 7.5 Governing Law and Venue.

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

81 7.6 Other Provisions.

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

84 7.7 Authority to Sign.

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

87

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

90

91 This Agreement will be effective as of the date Contractor first performed the Work contemplated
92 herein.

93

Contractor: Conaster Construction TX, LP City of Fort Worth

By: Jesus A. Martinez (Signature) By: [Signature]
for Fernando Costa
Assistant City Manager

Title: Port Owner Date: 7/2/15
Jesus A. Martinez
(Printed Name)

Date: 7-1-15 Attest: [Signature]
Asst. to City Secretary

Address: 5327 Wichita ST (Seal)
Fort Worth TX

City/State/Zip: _____ Approved as to Form and Legal: [Signature]
Douglas W. Black
Assistant City Attorney



94 M&C N/A
95 Date _____

96

97

98

99

100

101

102

103

104

APPROVAL RECOMMENDED:
[Signature]
John Carman
DIRECTOR, WATER DEPARTMENT
1000 Throckmorton, Fort Worth, TX-76102

