

**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 November 7, 2016, contractor shall excavate as necessary and replace approximately 300 linear feet of 54-inch sanitary sewer main to repair existing sanitary sewer main (M-272-B) (the "Work").

**Article 2. PROJECT**

On November 1, 2016, an existing sanitary main (M-272-B) collapsed in Trinity Park, south of the Lancaster Avenue Bridge. Bypass pumping of the wastewater flow is necessary in order to replace the existing concrete pipe with new fiberglass reinforced polymer pipe, which is more resistant to corrosion.

**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 of the 54-inch sewer main 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 Three Hundred Thousand Dollars (\$300,000.00). 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. Invoice(s) (as received)
  - b. Evidence of Current Insurance
  - c. Current Prevailing Wage Rate Table incorporated by reference.
3. General Conditions incorporated by reference

**Article 6. INDEMNIFICATION**

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

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

61

## 62 Article 7. MISCELLANEOUS

### 63 7.1 Terms.

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

### 66 7.2 Assignment of Contract.

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

### 69 7.3 Successors and Assigns.

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

### 73 7.4 Severability.

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

### 78 7.5 Governing Law and Venue.

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

82 7.6 Other Provisions.

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

85 7.7 Authority to Sign.

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

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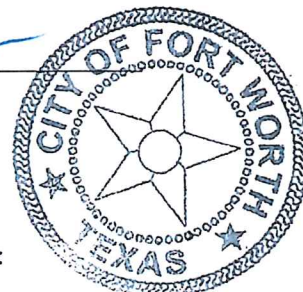
89 IN WITNESS WHEREOF, City and Contractor have signed this Agreement in multiple  
90 counterparts. At least one counterpart of each has been delivered to City and Contractor.

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

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Contractor: Conatser Construction TX, LP  
By: [Signature]  
Title: Partner  
(Printed Name)  
Date \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
City of Fort Worth  
By: [Signature]  
for Jesus J. Chapa  
Assistant City Manager  
Date 11/21/16  
Attest: [Signature]  
City Secretary  
(Seal)  
Approved as to Form and Legality:  
[Signature] as mtc Reg'd  
Douglas W. Black  
Senior Assistant City Attorney



95 M&C N/A  
96 Date N/A

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APPROVAL RECOMMENDED:

[Signature]  
Chris Harder, P.E.  
Acting Assistant Director, Water Department

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## INTEROFFICE MEMO

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**DATE:** NOVEMBER 3, 2016  
**TO:** JESUS CHAPA, ASSISTANT CITY MANAGER  
DOUG BLACK, SR. ASSISTANT CITY ATTORNEY  
**FROM:** CARMAN, WATER DIRECTOR  
**SUBJECT:** TRINITY PARK 54" SEWER COLLAPSE – EMERGENCY RESPONSE

On November 1, 2016, City staff discovered an existing 54-inch diameter sanitary sewer main (M-272-B) collapse in Trinity Park, south of the Lancaster Bridge. The collapsed sewer segment is a concrete pipe installed in the 1960's. Wastewater from the collapsed section is currently contained within the pipe, though the area around the collapse is unstable and will need to be restricted from public access.

It is estimated that approximately 300 linear feet of the collapsed and corroded 54-inch concrete pipe will need to be replaced as part of the emergency response. Bypass pumping of the wastewater flow will need to be performed in order to replace the existing concrete pipe with new fiberglass reinforced polymer pipe that is much more resistant to corrosion. It is beyond the capacity of Water Department staff to perform repairs of this size and length. Therefore the Water Department has contacted Conatser Construction TX, L.P. to perform the pipe replacement.


Waiting to bid and award a contract to replace the washed out sewer line and perform emergency bypass pumping is not the best interest of the health and safety 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 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 request authorization for emergency procurement of pump rental and construction services. The total cost associated with this emergency is estimated to be \$300,000.

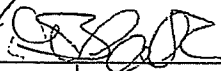
A confirming M&C will be circulated to ratify the above activities after the work has been performed.

**APPROVED FOR EMERGENCY PROCUREMENT:**

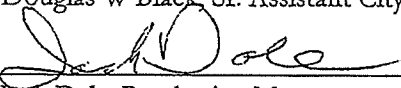
Recommended:

  
\_\_\_\_\_  
Carman, Director, Water Dept.

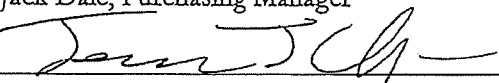
Approved As To Form and Legality:

 11-4-16  
\_\_\_\_\_  
Douglas W Black, Sr. Assistant City Attorney

Approved:

  
\_\_\_\_\_  
Jack Dale, Purchasing Manager

Approved:

  
\_\_\_\_\_  
Jesus J. Chapa, Assistant City Manager