

AGENDAS

FOR THE AMARILLO CITY COUNCIL WORK SESSION TO BE HELD ON TUESDAY, MAY 30, 2017 AT 4:00 P.M. AND THE REGULAR MEETING OF THE AMARILLO CITY COUNCIL AT 5:00 P.M., CITY HALL, 509 SOUTHEAST 7th AVENUE, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

Please note: The City Council may take up items out of the order shown on any Agenda. The City Council reserves the right to discuss all or part of any item in an executive session at any time during a meeting or work session, as necessary and allowed by state law. Votes or final decisions are made only in open Regular or Special meetings, not in either a work session or executive session.

WORK SESSION

- A. City Council will discuss or receive reports on the following current matters or projects.
- (1) Review agenda items for regular meeting and attachments;
 - (2) 2017 Transportation Alternative Set-Aside Program Application; and
 - (3) Consider future Agenda items and request reports from City Manager.
- B. City Council may convene in Executive Session to receive reports on or discuss any of the following pending projects or matters.
- (a) Sec.551.071 - Consult with Attorney about pending or contemplated litigation, resolution or settlement of same.
Pending litigation: City of Amarillo vs. Mission Clay Pipe, et al.

REGULAR MEETING ITEMS

INVOCATION: Greg Dowell, Amarillo Central Church of Christ

PUBLIC COMMENT: Citizens who desire to address the City Council with regard to matters on the agenda or having to do with the City's policies, programs, or services will be received at this time. The total time allotted for comments is 30-minutes with each speaker limited to three (3) minutes. City Council may not discuss items not on this agenda, but may respond with factual, established policy information, or refer to staff. The City Council may choose to place the item on a future agenda.
(Texas Attorney General Opinion. JC-0169.)

1. **CONSENT AGENDA:**

It is recommended that the following items be approved and that the City Manager be authorized to execute all documents necessary for each transaction:

THE FOLLOWING ITEMS MAY BE ACTED UPON BY ONE MOTION. NO SEPARATE DISCUSSION OR ACTION ON ANY OF THE ITEMS IS NECESSARY UNLESS DESIRED BY A COUNCILMEMBER, IN WHICH EVENT THE ITEM SHALL BE CONSIDERED IN ITS NORMAL SEQUENCE AFTER THE ITEMS NOT REQUIRING SEPARATE DISCUSSION HAVE BEEN ACTED UPON BY A SINGLE MOTION.

- A. **Minutes:**
Approval of the City Council minutes of the orientation and regular meetings held on May 23, 2017.
- B. **Purchase – Pneumatic Roller:**
Awarded to low bidder meeting specification:
Kirby-Smith Machinery, Inc. -- \$83,589.00

This item is the scheduled replacement of a 12-Ton Articulated Self-Propelled Pneumatic Roller that has reached or exceeded usable life approved in the 2016/2017 scheduled replacement budgets.

C.	<u>Award – Sacked Cement Supply Agreement:</u>	
	Awarded to:	
	Tascosa Brick	\$76,690.88
	A-1 Building Supply	<u>\$ 2,910.60</u>
	Total Award:	\$79,601.48

This award is to approve a supply agreement for the purchase of sacked cement for the City of Amarillo.

REGULAR AGENDA

2. RESOLUTION – PUBLIC HEARING:

This resolution conducts a public hearing on and considers ordering the removal of a substandard structure located at 1200 North Buchanan Street.

3. RESOLUTION – PUBLIC HEARING:

This resolution conducts a public hearing on and considers ordering the removal of a substandard structure located at 858 North Jackson Street.

4. AWARD OF CONTRACT – AGREEMENT FOR PROFESSIONAL SERVICES:

This item awards a professional services agreement in the amount of \$131,245.00 with Braun Intertec for the installation and monitoring of four groundwater wells at 609 South Buchanan Street.

5. AWARD – MILLING AND OVERLAY OF VARIOUS STREETS:

J. Lee Milligan, Inc. -- \$1,429,471.05

This item is to award the bid contract for the 2016/2017 Milling and Overlay of Various Streets. Funding for this project was approved in the 2016/2017 Capital Improvement Program.

6. APPROVAL – ADDENDUM FOUR (4) – HILLSIDE TERRACE 30” SEWER REPLACEMENT:

Original Contract:	\$52,650.00
Previous Addendums:	\$147,000.00
Current Addendum:	<u>\$199,784.01</u>
Total of Addendums:	<u>\$346,784.01</u>
Revised Contract:	\$399,434.01

This item approves Addendum Four (4) to the Professional Service Agreement with RIMKUS Consulting Group, Inc. to allow for additional engineering services, testing and the related activities.

MISCELLANEOUS

1. Boards and Commission – needed appointments as listed on attached.

Amarillo City Hall is accessible to individuals with disabilities through its main entry on the south side (Southeast 7th Avenue) of the building. An access ramp leading to the main entry is located at the southwest corner of the building. Parking spaces for individuals with disabilities are available in the south parking lot. City Hall is equipped with restroom facilities, communications equipment and elevators that are accessible. Individuals with disabilities who require special accommodations or a sign language interpreter must contact the City Secretary's Office 48 hours prior to meeting time by telephoning 378-3013 or the City TDD number at 378-4229.

Posted this 26th day of May 2017.

Amarillo City Council meetings stream live on Cable Channel 110 and are available online at:
www.amarillo.gov/granicus
 Archived meetings are also available.

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	May 30, 2017	Council Priority	Infrastructure Initiative
---------------------	--------------	-------------------------	---------------------------

Department	Capital Projects and Development Engineering
-------------------	--

Agenda Caption

Work Session –2017 Transportation Alternative (TA) Set-Aside Program Application. A presentation to introduce Council to the TA Set-Aside Program administered by TXDOT; and an introduction to the proposed project to respond to the 2017 call for projects.

Agenda Item Summary

The N.E. 24th Street Multi Use Sidewalk Project is proposed as the project for a Federal Grant Application administered by TXDOT to provide infrastructure amenities to the North Heights area. The project will be a collaborative effort with the Amarillo North Heights Neighborhood plan and TXDOT's TA Set-Aside Program. This presentation will be an introduction to the TA Set-Aside Program and the proposed 2017 project to respond to the Program's call for projects. The Amarillo Metropolitan Planning Organization (MPO) supports the project, which is consistent with long-range transportation plans for the Amarillo Urban Transportation Study Area. Members of the Amarillo MPO Policy Committee unanimously endorsed the project on April 20, 2017.

Requested Action

Hear presentation during work session and consider approval of the Resolution on the June 6th council meeting.

Funding Summary

N/A

Community Engagement Summary

TxDOT will hold required Public Meetings

Staff Recommendation

N/A



A

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 23rd day of May 2017, the Amarillo City Council met at 1:00 p.m. for an City Council Orientation located in the Simms Municipal Building, 808 South Buchanan Street, Room 275, with the following members present:

GINGER NELSON
ELAINE HAYS
FREDA POWELL
EDDY SAUER
HOWARD SMITH

MAYOR
COUNCILMEMBER NO. 1
COUNCILMEMBER NO. 2
COUNCILMEMBER NO. 3
COUNCILMEMBER NO. 4

Absent were none. Also in attendance were the following administrative officials:

JARED H. MILLER
BOB COWELL
MICHELLE BONNER
KEVIN STARBUCK
MICK MCKAMIE
BRYAN MCWILLIAMS
COURTNEY WHITE
BLAIR SNOW
FRANCES HIBBS

CITY MANAGER
DEPUTY CITY MANAGER
ASSISTANT CITY MANAGER
ASSISTANT CITY MANAGER
CITY ATTORNEY
DEPUTY CITY ATTORNEY
ASSISTANT CITY ATTORNEY
MGMT. ANALYST PUBLIC SAFETY
CITY SECRETARY

Presentations were presented by Jared Miller and Bryan McWilliams. A tour of the Emergency Operations Center followed.

Mayor Nelson advised that the meeting was adjourned.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 23rd day of May 2017, the Amarillo City Council met at 4:00 p.m. for a work session, and the regular session was held at 5:00 p.m. in the Council Chamber located on the third floor of City Hall at 509 Southeast 7th Avenue, with the following members present:

GINGER NELSON
ELAINE HAYS
FREDA POWELL
EDDY SAUER
HOWARD SMITH

MAYOR
COUNCILMEMBER NO. 1
COUNCILMEMBER NO. 2
COUNCILMEMBER NO. 3
COUNCILMEMBER NO. 4

Absent were none. Also in attendance were the following administrative officials:

JARED H. MILLER
BOB COWELL
MICK MCKAMIE
BLAIR SNOW
FRANCES HIBBS

CITY MANAGER
DEPUTY CITY MANAGER
CITY ATTORNEY
MGMT. ANALYST PUBLIC SAFETY
CITY SECRETARY

The invocation was given by Lisa Bradshaw, Hillside Christian Church. Mayor Nelson led the audience in the Pledge of Allegiance.

Mayor Nelson established a quorum, called the meeting to order, welcomed those in attendance and the following items of business were conducted:

PUBLIC COMMENT:

Edith DiTommaso, 1613 South Bowie Street, #B, congratulated the new Council. She stated she was a voice for the public and represented all the neighborhoods, small business owners as well as big businesses and interest groups. Jesse Pfrimmer, 5723 South Milam Street, stated the citizen comment period restricted citizens' input. He stated there were upcoming increases in the drainage fees by 4% as early as August. He further inquired if the City would receive any revenue back from the collapsed sewer line on Item 6. Mr. Miller stated Floyd Hartman would be able to comment on this issue during Item 6. James Schenck, 6216 Gainsborough Street, was concerned about the EDC consultants and that any city's name could be inserted in their template. He stated he has not heard any comments on considering a Type B. He further stated concerns about the \$800,000 to be spent on advertising in the INC magazine. He further stated most citizens that come up to speak during public comment have good intentions for Amarillo. Rupert C. Brashears, Jr., 2427 Poplar Street, spoke about citizens having a good interactions with the police department. He suggested a book by former Amarillo Police Department officer, Captain Milton Poole, "Cops Are People Too." He stated the book exposes a lot of things that has happened at the police department. Mr. Brashears stated he has more respect for the police department after reading this book. Kevin Nelson, 2120 South Harrison Street, thanked the Council for stepping up and answering the call. He was grateful for the way the campaigns were run and excited about the next two years. There were no further comments.

ITEM 1: Mayor Nelson presented the consent agenda and asked if any item should be removed for discussion or separate consideration. Motion was made by Councilmember Powell to approval of the consent agenda, seconded by Councilmember Sauer.

A. **Minutes:**

Approval of the City Council minutes of the regular meeting held on May 16, 2017.

- B. Award -- Contract for Workers' Compensation Third Party Administration:
 Awarded to Claims Administration Services -- \$95,000.00
 This award is to approve the contract for Workers' Compensation Third Party Administration.
- C. Award of Brass Water Fittings Supply Agreement:
 Awarded as follows:
- | | |
|------------------------|-----------------|
| Ferguson Waterworks | \$6,204.60 |
| HD Supply Waterworks | \$48,278.50 |
| Triple T Pipe & Supply | \$1,617.00 |
| Morrison Supply | <u>\$850.00</u> |
| Total Amount Awarded: | \$56,950.10 |
- This award is to approve an annual contract for the purchase of Brass Water Fittings for the City of Amarillo.
- D. Approval – Renewal of Intergraph Records Management Software for Police and Law Enforcement:
 Awarded to Hexagon Safety and Infrastructure (Intergraph Corporation) – \$90,395.79
 This system enables quick data entry, immediate search and retrieval, and extensive reporting capabilities.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

REGULAR AGENDA

ITEM 2: Mayor Nelson presented a resolution approving the annual selection of the Mayor Pro Tempore. Mr. Miller stated this item would change the appointment of Mayor Pro Tempore from quarterly to an annual appointee who would serve one-year. Mayor Nelson asked what was the Best Practice. Mr. Miller replied most cities' Best Practice was the annual term. Councilmember Hays stated it makes sense to cover an entire year. Mr. McKamie stated the appointment could be made tonight. Councilmember Smith moved to approve the following resolution to make the Mayor Pro Tempore a one-year term, seconded by Councilmember Hays:

RESOLUTION NO. 05-23-17-1
 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO
 PROVIDING FOR THE ANNUAL SELECTION OF THE MAYOR PRO
 TEMPORE.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

Mayor Nelson asked for an appointment nominee. Councilmember Hays nominated Councilmember Sauer, Councilmember Smith seconded the motion.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

This item was taken out of order (following an executive session at end of the meeting).

ITEM 3. Mayor Nelson advised that appointments are needed to the Amarillo Local Government Corporation Board. Motion was made by Councilmember Powell to appoint Councilmembers Eddy Sauer and Howard Smith to replace Councilmembers Lisa Blake and Randy Burkett to the Amarillo Local Government Corporation, seconded by Councilmember Hays, such terms to expire September 30, 2020.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 4. Mayor Nelson presented an item to award a bid for isolated pavement repairs on the Airport terminal apron to Silver Creek Construction, Inc. The project also includes a Bid Alternate that will increase the amount of full depth concrete panel removal and replacement from the old footings of the previous concourses. This item was presented

by Tyler Hurst, Deputy Airport Director. Motion was made by Councilmember Smith, seconded by Councilmember Powell to approve this item.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 5. Mayor Nelson presented an item to award the overhaul of a Waukeska 704G natural gas powered engine drives an aeration blower that delivers dissolved oxygen for proper biological growth and is an integral part of the Wastewater Treatment process. The engine is in need of extensive repairs. This item was presented by Russell Grubbs, Director of Utilities. Motion was made by Councilmember Powell, seconded by Councilmember Smith to approve this item.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 6. Mayor Nelson presented an item to approve Change Order No. 4 to the contract with Condie Construction Company, Inc. for adjustment of installed quantities and reduce the contract total on the Hillside Terrace Estates 30" Sewer Replacement Contract at Soncy and Arden Roads. This item was presented by Floyd Hartman, Director of Capital Projects. Motion was made by Councilmember Powell, seconded by Councilmember Sauer to approve this item.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 7. Mayor Nelson presented an item to approve Change Order 24 between RS&H, Inc. and the Rick Husband Amarillo International Airport for construction administration, resident project representation, and materials testing services for the isolated terminal panel replacement project at Rick Husband Amarillo International Airport. The total amount for Task Order 24 (includes base and alternate 1 bid) is \$415,700.00. This item was presented by Tyler Hurst, Deputy Airport Director. Motion was made by Councilmember Sauer, seconded by Councilmember Hays to approve this item.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 8. Mayor Nelson presented an item to approve Task Order 20 between RS&H, Inc. and the Rick Husband Amarillo International Airport for design and bid services for the reroofing of the existing Snow Removal Equipment (SRE) storage building, and two existing additions to the building. Design will also include a "lean-to" structure along the west side of the building for additional parking and storage. The total amount for Task Order 20 is \$138,600.00. This item was presented by Tyler Hurst, Deputy Airport Director. Motion was made by Councilmember Powell, seconded by Councilmember Smith to approve this item.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 9. Mayor Nelson presented a License and Hold Harmless Agreement. This License and Hold Harmless Agreement will encumber 10' 10" of public right-of-way of 705 South Grant Street, for walkway and security fence, adjacent to Lots 13-24, Block 378, Mirror Addition Unit No. 1, in Section 155, Block 2, AB&M Survey, Potter County, Texas. (Vicinity: South Grant Street and Southeast 8th Avenue.) This item was presented by Cody Balzen, Planner. Motion was made by Councilmember Powell, seconded by Councilmember Sauer to approve this agreement.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

Mayor Nelson advised that the meeting was adjourned.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor



Amarillo City Council Agenda Transmittal Memo



Meeting Date	05/30/2017	Council Priority	Infrastructure Initiative
---------------------	------------	-------------------------	---------------------------

Department	Fleet Services
-------------------	----------------

Agenda Caption

Purchase – Pneumatic Roller:
Awarded to low bidder meeting specification:

Kirby-Smith Machinery Inc, Vendor 116897	<u>\$83,589.00</u>
Total Award	\$83,589.00

This item is the scheduled replacement of 12 Ton Articulated Self Propelled Pneumatic Roller that has reached or exceeded usable life approved in the 2016-2017 scheduled replacement budgets.

Agenda Item Summary

Scheduled replacement of unit 6101, 2002 Bomag Roller, and budget approved for FY 2016-2017. Proposed award includes Pneumatic Roller used by Street Division for daily operational needs. Recommended award to Kirby-Smith Machinery Inc meets or exceeds all specifications. This bid represents a 5% increase from the last purchase. Funding for this award is available in the approved FY 2016-2017 Fleet Services Machinery General Budget.

Requested Action

Approval

Funding Summary

Fleet Services Machinery General, account 61120.84200 - request total award \$83,589.00
beginning funding \$1,802,500.00 remaining account balance \$134,979.00

Community Engagement Summary

Local vendors were solicited for bid proposals.

City Manager Recommendation

City Staff recommends approval

Amarillo City Council Agenda Transmittal Memo



Meeting Date	May 30, 2017	Council Priority	N/A
---------------------	--------------	-------------------------	-----

Department	Central Stores
-------------------	----------------

Agenda Caption

Award – Sacked Cement Supply Agreement to the following vendors:

Tascosa Brick - \$76,690.88

A-1 Building Supply - \$2,910.60

Total Awarded Amount: \$79,601.48

This award is to approve a supply agreement for the purchase of Sacked Cement for the City of Amarillo.

Agenda Item Summary

Award of Sacked Cement Supply Agreement for use by City departments.

Requested Action

Consider approval and award for the City Annual Contract and Supply Agreement for Sacked Cement

Funding Summary

Funding for this award is available in the Central Stores Inventory Account 1000.15400

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval and award of the contract.

Bid No. 5712 SACKED CEMENT SUPPLY AGREEMENT
 Opened 4:00 p.m. April 13, 2017

To be awarded as one lot TASCOSA BRICK INC A1 BUILDING SUPPLY INC RABERN RENTAL CENTER

Line 1 Quikrete Portland Cement 94lb, per specifications 6,860 BC				
Unit Price	\$10.290	\$10.350	\$11.250	
Extended Price	70,589.40	71,001.00		77,175.00

Line 2 Quikrete Concrete mix 80lb, per specifications 1,512 BC				
Unit Price	\$3.850	\$3.850	\$4.000	
Extended Price	2,910.60	2,910.60		6,048.00

Line 3 Quikrete sand mix 80lb, per specifications 784 BC				
Unit Price	\$4.070	\$4.100	\$5.000	
Extended Price	3,190.88	3,214.40		3,920.00

Bid Total	76,690.88	77,126.00		87,143.00
-----------	-----------	-----------	--	-----------

Award by Vendor 76,690.88 2,910.60



Amarillo City Council Agenda Transmittal Memo



Meeting Date	May 30, 2017	Council Priority	Community Appearance & Address Disadvantaged Areas of the Community
---------------------	--------------	-------------------------	---

Department	Building Safety
-------------------	-----------------

Agenda Caption

A PUBLIC HEARING AND A RESOLUTION DECLARING THAT CERTAIN IMPROVEMENTS DESCRIBED HEREIN ARE PUBLIC NUISANCES, AND REQUIRING THE TAKING DOWN AND REMOVAL OF SUCH IMPROVEMENTS:

This resolution and public hearing considers ordering the removal of substandard structures located at 1200 N Buchanan Street.

Agenda Item Summary

This item is the public hearing to determine if the property at 1200 N Buchanan Street which consists of a fire damaged single family residence and two accessory structures constitutes a public nuisance and thereby declared as dangerous structures and order the removal of such structures.

Requested Action

Adopt the resolution declaring that certain improvements described herein are a public nuisance, and requiring the taking down and removal of such improvements.

Funding Summary

The property owner is responsible to pay all costs associated with the Dangerous Structure process and to abate any nuisances. The property owner will be billed for costs incurred. However, this property is in the Community Development Block Grant (CDBG) target area and if the owner qualifies, CDBG funding may be utilized to pay invoiced costs.

Community Engagement Summary

- The Fire Marshall's office called the office of Building Safety to report a burned structure.
- As a result, a Building Safety Inspector inspected, identified the structure and posted the property as unsafe.
- Initiated the Dangerous Structure process.
- This structure and the two accessory structures are unsecured.
- This property is 3 blocks from a High School, across the street from a church and in view of Highway 287.
- Safety and aesthetics of the community as identified through public meetings in the development of Amarillo's Comprehensive Plan.

Staff Recommendation

It is the staff's recommendation to adopt the resolution declaring certain improvements are public nuisances and requiring the taking down and removal thereof.



RESOLUTION NO. _____

A RESOLUTION CALLING A PUBLIC HEARING TO DETERMINE WHETHER CERTAIN CONDITIONS DESCRIBED HEREIN CONSTITUTE A PUBLIC NUISANCE AT THE LOCATION(S) STATED; PROVIDING FOR NOTICE.

WHEREAS, the Building Official has determined that the conditions described below are unsafe and dangerous and must be abated by demolition and/or removal from the premises; and,

WHEREAS, the Building Official has given notice of the nuisance to the Interested Persons of each of the properties as required by the ordinances of the City; and,

WHEREAS, the Interested Persons whose name appear below in connection with the description of the various improvements and/or conditions have failed, neglected or refused to comply with such notice by the Building Official;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS:

SECTION 1. This Council shall conduct a public hearing on the 30th day of May, 2017 at 5:00 o'clock p.m. in its Council Chambers in the Municipal Building in the City of Amarillo, Potter County, Texas, for the purpose of determining whether the conditions described below are a dangerous structure and/or a public nuisance, and the Interested Persons whose name appear below are hereby summoned to appear before this Council at such time and place and testify as to the issue to be decided.

Street Address, Legal Description, Interested Persons & Address and Nature of Nuisance

ADDRESS: 1200 N Buchanan St

LEGAL: Lot: 7 & 8; Block: 38, Tarter Addition to the City of Amarillo, Potter County, TX;

INTERESTED PERSONS: Boyd Family Trust, Elizabeth Ann Unrugh, Trustee, 4429 Mesa Cir, Amarillo TX 79109-5337

NATURE OF NUISANCE: This property consists of a fire damaged residential structure and tow detached accessory structures. The structures are unsecured and full of discarded items. Little effort has been made to abate the hazard. They are an attractive nuisance to the neighborhood and are considered to be fire, health and safety hazards.

SECTION 3. This Council has deliberated its decision, giving due consideration to and weighing the following factors: validity of the violations as alleged by the Building Official; the severity of such violations and any corresponding danger to the public; due regard for private property rights; fair opportunity for the Interested Persons to have been notified of the problems and a corresponding opportunity to repair, remediate, or remove the defects or Dangerous Structure; weighing the private property interests of neighbors affected by further delay or deterioration of the subject property; and any other relevant consideration unique to the circumstances of this case which may materially affect due process and equal protection of involved persons.

SECTION 4. This Council now finds that a public nuisance exists, and has not been timely abated, and now issues the following order(s):

[Select one of the following for structural issues and/or go to next page for trash and weeds]

- i _____ the Structure is not a dangerous one or one marked by accumulation of vegetation, debris or trash, and ordering the matter be dismissed and City to dismiss the notice filed in the county real property records; or,

- ii _____ finding the Structure or any other improvement of any kind, or any part thereof, is dangerous and ordering its removal ten (10) days after notice of decision; or,

- iii _____ the Structure is a danger and ordering its removal ten (10) days after notice of decision, however, further finding that good cause exists to grant a reprieve on that order to allow the Interested Persons in the property to seek to qualify for and obtain a provisional permit during that period, and if obtained then the reprieve shall continue for the duration of such permit or successor permit, as provided in this Section. The reprieve granted under this subsection shall expire upon the later of the expiration of time to apply for and obtain a provisional permit or the expiration of such permit. If at expiration of the reprieve the Building Official finds that the defects that gave rise to the finding of a Dangerous Structure have been abated, then the prior order of the City Council to remove the structure is moot; or, if the defects remain, then the Building Official shall proceed to carry out the City Council's prior order to remove the Dangerous Structure; or,

- iv _____ good cause exists to defer the adjudication of the case and directing reinstatement or extension of a prior provisional permit, for a period of time determined by the City Council not exceeding sixty (60) days from date of the hearing. If at the end of the deferral period, the Building Official finds that there has been no substantial progress toward abatement of the defects, then such fact shall be reported to the City Manager who shall request the City Council to set a new hearing and proceed with an adjudication of whether the Structure is dangerous or not, in accordance with the procedures of the Amarillo Municipal Code Sec. 4-3-3 subsection (e).

[Use this option for trash, weeds, etc., either singly or in addition to one of the above]

v _____ The Interested Persons of the Lot, Tract, or Parcel of land with accumulation of rubbish, trash, solid waste and/or unsanitary matter described in the notice of violation are hereby ordered to take down and/or remove the same from the premises within ten (10) days from this order.

SECTION 5. If the Interested Persons of the dangerous structures shall fail, neglect or refuse to comply with this resolution as herein directed, then the Building Official is hereby directed to proceed with the demolition of the various dangerous structures and/or removal of any and all rubbish, trash, solid waste and unsanitary matters described in this resolution, and he may prosecute the Interested Persons as a violator of the provisions of the International Building Code and the Amarillo Municipal Code.

SECTION 6. The Building Official is further directed to determine the cost of such demolition and/or removal and to levy such assessments against the real estate as may be provided by law.

SECTION 7. That should any part of this resolution conflict with any other resolution, then such other resolution is repealed to the extent of the conflict with this resolution.

SECTION 8. That should any word, phrase, or part of this resolution be found to be invalid or unconstitutional, such finding shall not affect any other word, phrase or part hereof and such shall be continue in effect.

SECTION 9. That this resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on this _____ day of _____ 2017.

Ginger Nelson, Mayor

ATTEST:

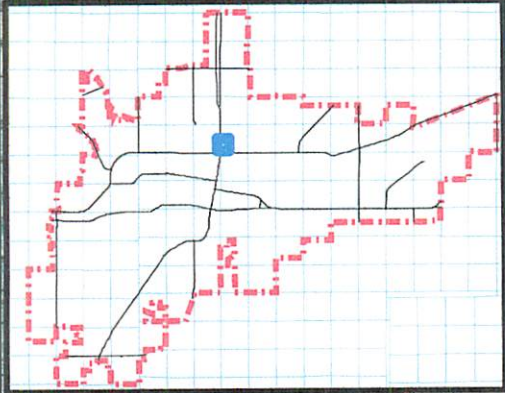
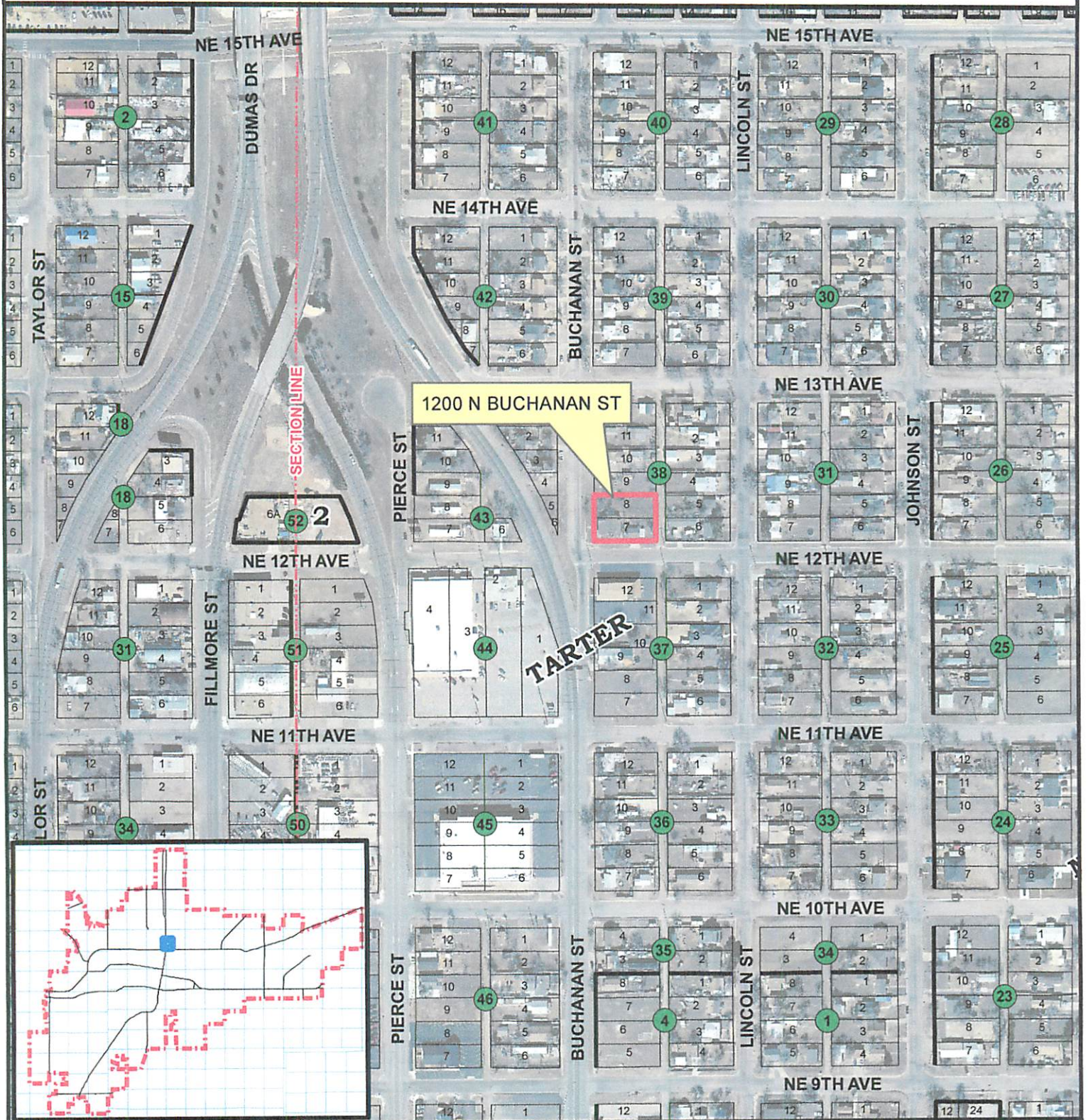
Frances Hibbs, City Secretary

NOTICE
City of Amarillo
Notice of Condemnation Hearing
May 30, 2017 5:00 PM
505 SE 7th Avenue, Amarillo TX
This hearing is to determine if this Premises is
Dangerous or a Nuisance according to
For questions or comments (800) 374-5414





DANGEROUS STRUCTURE AT 1200 N BUCHANAN ST



**CITY OF AMARILLO
BUILDING SAFETY DEPARTMENT**

1200 N Buchanan St - Lots 7 & 8, Block 38, Tarter
Addition Unit No. 1, Section 157, Block 2, AB&M
Survey, Potter County, Texas.

Parcel # 078-1600-0875

Scale: 1" = 300'
Date: 4-27-17
Vicinity: N Buchanan St & NE 12th Ave



AP: O-10



Amarillo City Council Agenda Transmittal Memo



Meeting Date	May 30, 2017	Council Priority	Community Appearance & Address Disadvantaged Areas of the Community
---------------------	--------------	-------------------------	---

Department	Building Safety
-------------------	-----------------

Agenda Caption
A PUBLIC HEARING AND A RESOLUTION DECLARING THAT CERTAIN IMPROVEMENTS DESCRIBED HEREIN ARE PUBLIC NUISANCES, AND REQUIRING THE TAKING DOWN AND REMOVAL OF SUCH IMPROVEMENTS:
 This resolution and public hearing considers ordering the removal of substandard structures located at 858 N Jackson Street.

Agenda Item Summary
 This item is the public hearing to determine if the property at 858 N Jackson Street which consists of a single family residence and an accumulation of solid waste constitutes a public nuisance and thereby declared as a dangerous structure and order the removal of such structure and accumulations.

Requested Action
 Adopt the resolution declaring that certain improvements described herein are a public nuisance, and requiring the taking down and removal of such improvements and accumulations.

Funding Summary
 The property owner is responsible to pay all costs associated with the Dangerous Structure process and to abate any nuisances. The property owner will be billed for costs incurred. However, this property is in the Community Development Block Grant (CDBG) target area and if the owner qualifies, CDBG funding may be utilized to pay invoiced costs.

- Community Engagement Summary**
- A Building Safety Inspector identified the dangerous structure while canvassing the neighborhood in the normal course of duties. Posted the property as unsafe.
 - Initiated the Dangerous Structure process.
 - The property is frequently tagged with graffiti and has been removed by the City.
 - Safety and aesthetics of the community as identified through public meetings in the development of Amarillo’s Comprehensive Plan.

Staff Recommendation
 It is the staff’s recommendation to adopt the resolution declaring certain improvements are public nuisances and requiring the taking down and removal thereof.

MM



RESOLUTION NO. _____

A RESOLUTION DECLARING THAT CERTAIN IMPROVEMENTS DESCRIBED HEREIN ARE PUBLIC NUISANCES, AND REQUIRING THE TAKING DOWN AND REMOVAL OF SUCH IMPROVEMENTS; PROVIDING FOR FILING OF LIENS; PROVIDING A REPEALER CLAUSE; PROVIDING SEVERANCE CLAUSE; PROVIDING EFFECTIVE DATE.

WHEREAS, on the 2nd day of May 2017, this Council by resolution called a public hearing for the 30th day of May 2017 for the purpose of determining whether certain conditions constitute a public nuisance; and,

WHEREAS, this Council finds that all notices required by the Amarillo Municipal Code have been complied with and that notice of this hearing has been duly given as directed by this Council; and,

WHEREAS, this Council has listened to the evidence and arguments presented by all persons who appeared before it; and,

WHEREAS, this Council finds that the notice of the Building Official to make the structure safe either by repair or demolition and removal has not been complied with; and,

WHEREAS, this Council finds that the notice of the Building Official to remove rubbish, trash, solid waste and/or unsanitary matter has not been complied with;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS:

SECTION 1. The City Council finds that the alleged nuisance condition, address thereof, the legal description of same, and the Interested Persons are as follows:

ADDRESS: 858 N Jackson St

LEGAL: Lot: S 13.3ft of 2 all of 3 & N 15ft of 4, Block: 2, Downing-Highland's Addition to the City of Amarillo, Potter County, TX

INTERESTED PERSONS: Pearlene Dotson, c/o Flossie James, 407 N Monroe St, Amarillo TX 79107-5106

NATURE OF NUISANCE: This property consists of a single family residential structure. The structure is frequently tagged with graffiti. The structural integrity continues to deteriorate. Little effort has been made to abate the hazard. It is an attractive nuisance to the neighborhood and is considered to be a fire, health and safety hazard.

SECTION 2. This Council hereby finds the Interested Persons failed, neglected, or refused to comply with the Initial Notice of violation to repair or rehabilitate; or to demolish the Dangerous Structure or portion thereof; or, to timely and substantially complete the terms of a Provisional Permit and determines that each of the improvements, buildings and structures described herein are dangerous structures, are structurally unsafe, constitute a fire hazard and are dangerous to human life, and their continued use will constitute a hazard to the safety, health and public welfare and each are hereby declared to be a public nuisance.

SECTION 3. This Council has deliberated its decision, giving due consideration to and weighing the following factors: validity of the violations as alleged by the Building Official; the severity of such violations and any corresponding danger to the public; due regard for private property rights; fair opportunity for the Interested Persons to have been notified of the problems and a corresponding opportunity to repair, remediate, or remove the defects or Dangerous Structure; weighing the private property interests of neighbors affected by further delay or deterioration of the subject property; and any other relevant consideration unique to the circumstances of this case which may materially affect due process and equal protection of involved persons.

SECTION 4. This Council now finds that a public nuisance exists, and has not been timely abated, and now issues the following order(s):

[Select one of the following for structural issues and/or go to next page for trash and weeds]

- i _____ the Structure is not a dangerous one or one marked by accumulation of vegetation, debris or trash, and ordering the matter be dismissed and City to dismiss the notice filed in the county real property records; or,

- ii _____ finding the Structure or any other improvement of any kind, or any part thereof, is dangerous and ordering its removal ten (10) days after notice of decision; or,

- iii _____ the Structure is a danger and ordering its removal ten (10) days after notice of decision, however, further finding that good cause exists to grant a reprieve on that order to allow the Interested Persons in the property to seek to qualify for and obtain a provisional permit during that period, and if obtained then the reprieve shall continue for the duration of such permit or successor permit, as provided in this Section. The reprieve granted under this subsection shall expire upon the later of the expiration of time to apply for and obtain a provisional permit or the expiration of such permit. If at expiration of the reprieve the Building Official finds that the defects that gave rise to the finding of a Dangerous Structure have been abated, then the prior order of the City Council to remove the structure is moot; or, if the defects remain, then the Building Official shall proceed to carry out the City Council's prior order to remove the Dangerous Structure; or,

- iv _____ good cause exists to defer the adjudication of the case and directing reinstatement or extension of a prior provisional permit, for a period of time determined by the City Council not exceeding sixty (60) days from date of the hearing. If at the end of the deferral period, the Building Official finds that there has been no substantial progress toward abatement of the defects, then such fact shall be reported to the City Manager who shall request the City Council to set a new hearing and proceed with an adjudication of whether the Structure is dangerous or not, in accordance with the procedures of the Amarillo Municipal Code Sec. 4-3-3 subsection (e).

[Use this option for trash, weeds, etc., either singly or in addition to one of the above]

v_____ The Interested Persons of the Lot, Tract, or Parcel of land with accumulation of rubbish, trash, solid waste and/or unsanitary matter described in the notice of violation are hereby ordered to take down and/or remove the same from the premises within ten (10) days from this order.

SECTION 5. If the Interested Persons of the dangerous structures shall fail, neglect or refuse to comply with this resolution as herein directed, then the Building Official is hereby directed to proceed with the demolition of the various dangerous structures and/or removal of any and all rubbish, trash, solid waste and unsanitary matters described in this resolution, and he may prosecute the Interested Persons as a violator of the provisions of the International Building Code and the Amarillo Municipal Code.

SECTION 6. The Building Official is further directed to determine the cost of such demolition and/or removal and to levy such assessments against the real estate as may be provided by law.

SECTION 7. That should any part of this resolution conflict with any other resolution, then such other resolution is repealed to the extent of the conflict with this resolution.

SECTION 8. That should any word, phrase, or part of this resolution be found to be invalid or unconstitutional, such finding shall not affect any other word, phrase or part hereof and such shall be continue in effect.

SECTION 9. That this resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on this _____ day of _____ 2017.

Ginger Nelson, Mayor

ATTEST:

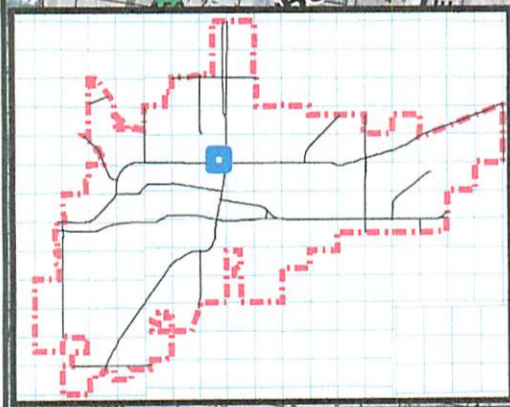
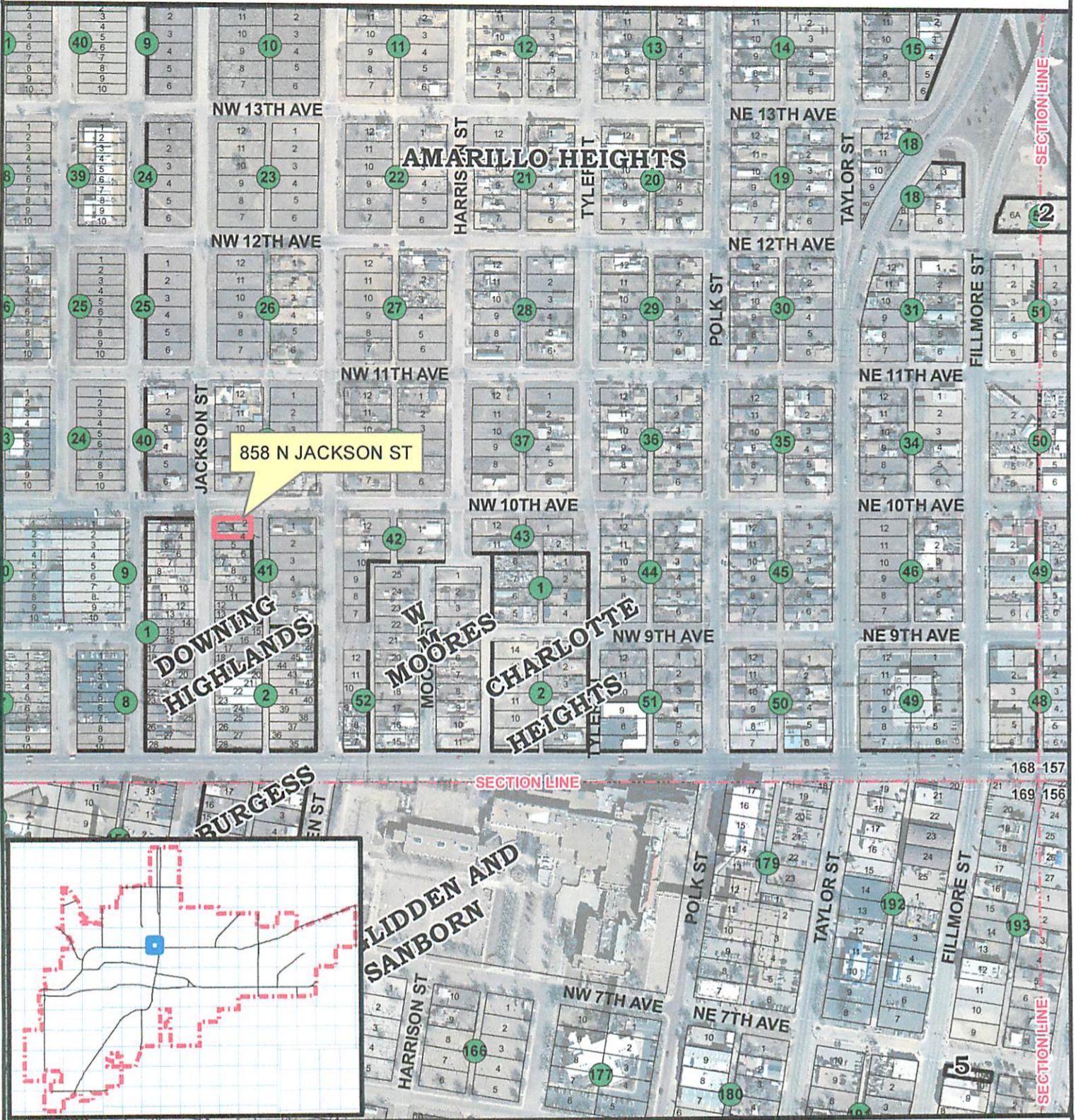
Frances Hibbs, City Secretary

 **NOTICE**
City of Amarillo
Notice of Condemnation Hearing
May 30, 2017 5:00 PM
509 SE 7th Avenue, Amarillo TX
City of Amarillo
The hearing is to determine if the Premises is
Dangerous or a Nuisance and ordering its
removal or abatement.
For questions or comments: (806) 378-3041





DANGEROUS STRUCTURE AT 858 N JACKSON ST



**CITY OF AMARILLO
BUILDING SAFETY DEPARTMENT**

858 N Jackson St - Lot: S 13.3ft of Lot 2 all of Lot 3 & N 15ft of Lot 4; Block: 2, Downing-Highland's Addition Unit No. 1, Section 168, Block 2, AB&M Survey, Potter County, Texas.

Parcel # 014-2600-0950

Scale: 1" = 400'
Date: 6-10-16
Vicinity: N Jackson St & NW 10th Ave



AP: N-10



Amarillo City Council Agenda Transmittal Memo



Meeting Date	May 30, 2017	Council Priority	Infrastructure Initiative
---------------------	--------------	-------------------------	---------------------------

Department	Capital Projects & Development Engineering
-------------------	--

Agenda Caption

Award of Contract – Agreement for Professional Services in the amount of \$131,245.00 with Braun Intertec for the installation and monitoring of four groundwater wells at 609 S Buchanan.

Agenda Item Summary

Award of Contract – Agreement for Professional Services is for professional engineering services to include the installation and development of four groundwater monitoring wells and four quarters of quarterly samplings of groundwater in accordance with Monitoring Well Installation and Monitoring Work Plan approved by TCEQ. The projects proposed by this Agreement are in support of closure activities for the Leaking Petroleum Storage Tank Site #118505 at 609 S Buchanan if it is found that site has stabilized.

Requested Action

Consider and approval of Agreement for Professional Services

Funding Summary

Approval for funding for Installation of Monitoring Wells in Budget Account 610011.17400.1040.
Approval for funding for Quarterly Groundwater Monitoring in Budget Account 610015.17400.1040.

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval.



DATE: May 23, 2017

TO: Bob Cowell, Deputy City Manager

THRU: Floyd Hartman, Director of Capital Projects & Development Engineering

FROM: Kyle Schniederjan, City Engineer

SUBJECT: JOB #610011: Monitoring Well Installation at 609 S Pierce
JOB #610015: Quarterly Groundwater Monitoring at 609 S Pierce

Attached is the Agreement for Professional Services (“Agreement”) between the City of Amarillo and Braun Intertec Corporation for the above referenced projects. The Agreement includes the installation and development of four (4) monitoring wells; and four (4) quarterly groundwater samplings of the monitoring wells to determine if site is in compliance with the Texas Commission of Environmental Quality (“TCEQ”).

Braun Intertec developed the Groundwater Monitoring Work Plan (“Work Plan”) in support of closure activities for the Leaking Petroleum Storage Tank located at 609 S. Buchanan Street (the “Site”). The Work plan was submitted and approved by TCEQ in January 2016. The Monitoring Well Installation Project was originally proposed in the 2015/2016 Capital Improvement Projects (“CIP”) budget, but due to construction of the parking garage located at Site, TCEQ agreed to postpone installation of the wells until construction activities on Site was substantially complete to minimized the impact to the projects. The monitoring wells can now be installed and must be completed prior to the paving of SW 6th Ave. and SW 7th Ave. In coordination with Facilities Department, the monitoring wells shall have a proposed installation date prior to July 2017.

Please review and place on the City Council Agenda if acceptable. If there are any questions please advise.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made between the City of Amarillo, a municipal corporation located in Potter and Randall Counties, Texas (“OWNER”) and Braun Intertec Corporation (“CONSULTANT”). OWNER hereby engages CONSULTANT to perform the following professional services located at LPST Site #118505, Facility ID #5164, 609 South Pierce Street, Amarillo, Texas located in Potter County.

OWNER hereby engages CONSULTANT to perform the following professional services: installation, development of four groundwater monitoring wells and four quarters of quarterly groundwater monitoring in compliance with the Monitoring Well Installation and Monitoring (Work Plan) submitted to the Texas Commission on Environmental Quality (TCEQ) leaking Petroleum Storage Tank (LPST) Division, hereinafter (“Project”),

The Scope of Work is more particularly set forth in the letters dated April 21, 2017 from CONSULTANT attached as Exhibits “A” and “B” to this Agreement and by this reference made a part of the Agreement. CONSULTANT accepts this engagement on the terms and conditions hereinafter set forth. In the event of any conflict between Exhibits “A” and “B” and this Agreement, the terms of this Agreement will govern.

I.

CONSULTANT agrees to accept as payment for the Project, One Hundred Thirty-One Thousand Two Hundred Forty-Five and No/100 Dollars (\$131,245). Fees for professional services will be in accordance with the attached Contract Estimate as detailed in Exhibits “A” and “B”. Additional services outside the Scope of Work will require prior written approval by OWNER.

II.

CONSULTANT will submit monthly billings based on the evaluation processes of the Project. CONSULTANT’S billings will be in writing and of sufficient detail to fully identify the work performed to date of billing. No invoices detailing services performed outside the Scope of Work will be paid without corresponding proof of prior written authorization by the Owner. Payments will be made by OWNER within 30 days of receipt of billing. Interest on payments over 30 days past due shall accrue at the rate provided by law.

III.

CONSULTANT will confer with representatives of OWNER to take such steps as necessary to keep the Project on schedule. OWNER’S representative for purposes of this Agreement shall be Kyle Schniederjan, City Engineer or his designee. CONSULTANT will begin work on the Project within 5 days after receipt of written notification to proceed from OWNER.

IV.

CONSULTANT agrees that all products, including but not limited to all reports, documents, materials, data, drawings, information, techniques, procedures, and results of the work (“Work Product”) arising out of or resulting from the particular and defined Scope of Work that will be provided hereunder, will be the sole and exclusive property of OWNER and are deemed “Works Made for Hire”. CONSULTANT agrees to and does hereby assign the same to OWNER. CONSULTANT will enter into any and all necessary documents to effect such assignment to OWNER. CONSULTANT is entitled to maintain copies of all Work Product that is produced and/or used in the execution of this Agreement. It is understood that CONSULTANT does not represent that such Work Product is suitable for use by OWNER on any other projects or for any purposes other than those stated in this Agreement. Reuse of the

Work Products by OWNER without the CONSULTANT'S specific written authorization, verification and adaption will be at OWNER'S risk and without any liability on behalf of CONSULTANT.

V.

CONSULTANT agrees neither it nor its employees or subcontractors or agents will, during or after the term of this Agreement, disclose proprietary or confidential information of OWNER unless required to do so by court order or similar valid legal means. Such proprietary and confidential information received by CONSULTANT or its employees and agents shall be used by CONSULTANT or its employees and agents solely and exclusively in connection with the performance of the Scope of Work.

VI.

CONSULTANT agrees that OWNER or its duly authorized representatives will, until the expiration of 3 years after final payment under this Agreement, have access to and the right to examine, audit, and copy pertinent books, documents, papers, invoices and records of CONSULTANT involving transactions related to this Agreement, which books, documents, papers, invoices and records CONSULTANT agrees to maintain for said time period.

VII.

Any and all taxes assessed by any government body upon services or materials used in the performance of this Agreement shall be the responsibility of CONSULTANT.

VIII.

CONSULTANT shall furnish at CONSULTANT'S own expense, all materials, supplies and equipment necessary to carry out the terms of this Agreement, unless specifically listed as a reimbursable expense in Exhibit "D".

IX.

If CONSULTANT is requested in writing by OWNER to provide any out of scope services CONSULTANT and OWNER will agree in writing as to the nature of such services and to a price for such services before any work is started.

X.

CONSULTANT SHALL AGREE TO INDEMNIFY AND HOLD HARMLESS CITY AND ITS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS FROM AND AGAINST LIABILITY FOR DAMAGE TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE CONSULTANT OR THE CONSULTANT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH CONSULTANT EXERCISED CONTROL. CONSULTANT SHALL BE RESPONSIBLE FOR PERFORMING THE WORK UNDER THIS AGREEMENT IN A SAFE AND PROFESSIONAL MANNER AND SHALL BE LIABLE FOR CONSULTANT'S NEGLIGENCE AND THAT OF CONSULTANT'S EMPLOYEES, CONTRACTORS, AND AGENTS.

XI.

CONSULTANT will provide insurance coverage in accordance with OWNER'S insurance requirements as set forth in the "Certificate of Insurance Requirements" attached to this Agreement and by reference made a part hereof. If the required insurance is terminated, altered, or changed in a manner not acceptable to OWNER, this Agreement may be terminated by OWNER, without penalty, on written

notice to CONSULTANT. In addition, CONSULTANT will provide Professional Liability Insurance in the amount of \$1,000,000.00 per claim.

XII.

CONSULTANT shall at all times observe and comply with all applicable laws, ordinances and regulations of the state, federal and local governments which are in effect at the time of the performance of this Agreement.

XIII.

Either party shall have the right to terminate this Agreement by giving the non-terminating party 7 days prior written notice. Upon receipt of notice of termination, CONSULTANT will cease any further work under this Agreement and OWNER will only pay for work performed prior to the termination date set forth in the notice. All finished and unfinished Work Product prepared by CONSULTANT pursuant to this Agreement will be the property of OWNER.

XIV.

In the event OWNER finds that any of the Work Product produced by CONSULTANT under this Agreement does not conform to the Scope of Work, then CONSULTANT will be given 30 days after written notice of the nonconformity to make any and all corrections to remedy the non-conformance. If after these 30 days CONSULTANT has failed to make any Work Product conform to the specifications, OWNER may terminate this Agreement and will only owe for work done prior to termination and accepted by OWNER. All finished or unfinished Work Product prepared by CONSULTANT pursuant to this Agreement will be the property of OWNER.

XV.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment or software from suppliers, default of a subcontractor or vendor to the party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other party, or its officers, directors, employees, agents, contractors, or elected officials, or other occurrences beyond the party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended as agreed to in writing by the parties.

XVI.

CONSULTANT'S address for notice under this Agreement is as follows:

Attention: Braun Intertec Corporation
Shane Nance, P.E.
Associate Principal/Senior Engineer
215 South Fannin Street
Amarillo, Texas 79106
Telephone: 806-677-0600
E-Mail: snance@braunintertec.com

OWNER'S address for notice under this Agreement is as follows:

Attention: Kyle Schniederjan, P.E.
City Engineer
808 S. Buchanan Street
Amarillo, Texas 79105-1971
Telephone: (806) 378-9336
Fax: (806) 378-5263
E-Mail: kyle.schneiderjan@amarillo.gov

Any notice given pursuant to this Agreement shall be effective as of the date of receipt by registered or certified mail or the date of sending by fax, or e-mail and mailed, faxed or e-mailed to the address or number stated in this Agreement.

XVII.

All obligations of OWNER are expressly contingent upon appropriation by the Amarillo City Council of sufficient, reasonably available funds.

XVIII.

CONSULTANT shall provide experienced and qualified personnel to carry out the work to be performed by CONSULTANT under this Agreement and shall be responsible for and in full control of the work of such personnel. CONSULTANT agrees to perform the Scope of Work hereunder as an independent contractor and in no event shall the employees or agents of CONSULTANT be deemed employees of OWNER. CONSULTANT shall be free to contract for similar services to be performed for others while CONSULTANT is under Agreement with OWNER.

XIX.

CONSULTANT will perform the services to be provided under this Agreement with the professional skill and care ordinarily provided by program management professionals practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a program management professionals.

XX.

CONSULTANT agrees not to discriminate by reason of age, race, religion, sex, color, national origin or condition of disability in the performance of this PROJECT. CONSULTANT further agrees to comply with the Equal Opportunity Clause as set forth in Executive Order 11246 as amended and to comply with the provisions contained in the Americans With Disability Act, as amended.

XXI.

No modifications to this Agreement shall be enforceable unless agreed to in writing by both parties.

XXII.

OWNER and CONSULTANT hereby each binds itself, its successors, legal representatives and assigns to the other party to this Agreement, and to the successors, legal representatives and assigns of such party in respect to all covenants of this Agreement. Neither OWNER nor CONSULTANT will be obligated or liable to any third party as a result of this Agreement.

XXIII.

CONSULTANT will not assign, sublet, or transfer interest in this Agreement without the prior written consent of the OWNER.

XXIV.

This Agreement is entered into and is to be performed in the State of Texas. OWNER and CONSULTANT agree that the law of the State of Texas shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interruption of this Agreement. All litigation arising out of this Agreement shall be brought in courts sitting in Texas with a venue in Potter County.

XXV.

In no event shall the making by the OWNER of any payment to CONSULTANT constitute or be construed as a waiver by the OWNER of any breach of the Agreement, or any default which may then exist, nor shall it in any way impair or prejudice any right or remedy available to the OWNER in respect to such breach or default.

XXVI.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the day, month and year shown below to be effective as of the date that the last of the parties signs.

ATTEST:

Frances Hibbs, City Secretary

CITY OF AMARILLO
(OWNER)

By: _____
Bob Cowell, Deputy City Manager

Date: _____

BRAUN INTERTEC CORPORATION
(CONSULTANT)

By: *Ryan J. Venable*
Ryan J. Venable, Principal / Director, South Region

Date: 5/22/17

**CERTIFICATE OF INSURANCE REQUIREMENTS
CITY OF AMARILLO, TEXAS**

Without limiting any of the other obligations or liabilities of the contractor, the contractor shall provide minimum insurance coverage as listed below, prior to the execution of the contract and maintain coverage, without interruption provided by an insurer of a Best Rating of B+ or better, until the work is completed and accepted by the City. A certification of insurance will be placed on file with the Contracting Department of the City of Amarillo, prior to the execution of the contract.

TYPE OF COVERAGE	MINIMUM LIMITS
WORKER'S COMPENSATION - Coverage A	Statutory

NOTES:
Worker's Compensation Insurance shall include a
Waiver of Subrogation in favor of the City of Amarillo

EMPLOYERS LIABILITY - Coverage B

Bodily Injury by Accident - each accident	\$100,000
Bodily Injury by Disease - policy limit	\$500,000
Bodily Injury by Disease - each employee	\$100,000

COMMERCIAL GENERAL LIABILITY:

Coverage A - Each Occurrence	\$500,000
Coverage B - Personal & Advertising Injury	\$500,000
General Aggregate Other Than Products/Completed Operations	\$500,000
Products/Completed Operations Aggregate	\$500,000

NOTE:

- 1) Coverage for explosion, collapse, and underground property hazards cannot be excluded.
- 2) Contractual liability coverage cannot be excluded.
- 3) Contractor will assume all liability for independent subcontractors.
- 4) Coverage must include the CITY of Amarillo as an Additional Insured for all work performed for or on behalf of the CITY.

AUTOMOBILE LIABILITY:

Bodily Injury Liability - Each Person	\$250,000
Bodily Injury Liability - Each Occurrence	\$500,000
Property Damage Liability - Each Occurrence	\$100,000

NOTE:

- 1) Coverage must include all owned, hired, and non-owned vehicles.
- 2) Coverage must include the City of Amarillo as an Additional Insured for all work performed for or on behalf of the City.

**OWNER-CONTRACTOR PROTECTIVE POLICY FOR WATER, SEWER, STORMSEWER OR
PROJECTS WITH OVERHEAD CONSTRUCTION**

Each Occurrence	\$500,000
-----------------	-----------

In the event of any material change, non-renewal, or cancellation of any policy, contractor's insurance company will give thirty (30) days actual prior written notice to the Contracting Department of the CITY of Amarillo for such changes or cancellation.

Exhibit "A"



Braun Intertec Corporation
215 South Fannin Street
Amarillo, TX 79106

Phone: 806.677.0600
Web: braunintertec.com

April 26, 2017

Proposal: QTB056628

Mr. Kyle Schniederjan
City Engineer
City of Amarillo
509 S.E. Seventh Avenue
P.O. Box 1971
Amarillo, Texas 79101

Re: Proposal for Professional Services: Quarterly Groundwater Monitoring (Four Events)
Leaking Petroleum Storage Tank, Former Police Station
LPST Site #118505, Facility ID #5164
609 South Pierce Street
Amarillo (Potter County), Texas 79101

Dear Kyle:

Braun Intertec Corporation (Braun Intertec) is pleased to present this proposal for four quarters of quarterly groundwater monitoring in compliance with the Groundwater Monitoring Work Plan (*Work Plan*) submitted to the Texas Commission on Environmental Quality (TCEQ) Leaking Petroleum Storage Tank (LPST) Division on January 11, 2016. The Work Plan was submitted in support of closure activities for the LPST Site #118505 located at 609 S Pierce (hereafter referred to as the Site). The Work Plan was approved by the TCEQ without comment on February 18, 2016. As stated in a May 13, 2014 letter sent to the City of Amarillo (hereafter referred to as the City) by Susannah Duly, Ronnie Eason of the TCEQ LPST Division agreed to allow the City to abandon the previous onsite well. The correspondence also stated that the TCEQ has agreed to the installation of four groundwater monitoring wells and four rounds of groundwater sampling to determine if the groundwater BTEX plume has stabilized. If it has, or if the concentrations of constituents of concern (COCs) have decreased, then the LPST case can move forward to apply for closure.

BACKGROUND

The Site was previously managed under the Texas Natural Resource Conservation Commission (TNRCC), now the TCEQ, LPST Division, Site #97024. Hydrocarbon impacts to the subsurface were found to be present due to leaking underground storage tanks (USTs) in 1990. The Site-specific Target Level (SSTL) established for soil at the Site was 5.9 milligrams/kilogram (mg/kg) for benzene. The five monitoring wells associated with Site #97024 were plugged and abandoned in-situ. The Site was closed in January 2002 following the submission of a draft restrictive covenant on the deed to the TCEQ. Copies of the documentation and draft restrictive covenant were attached to the Site Closure Request submitted to the TCEQ on May 30, 2013 by Eco-logical Environmental Services (EES) of Midland, TX. The request was denied.

The sampling completed by EES of Amarillo, TX was performed in anticipation of closing the Site as the area is to be used for a new parking garage in support of a new stadium and hotel complex for the City.

AA/EOE

In consultation with the TCEQ on November 26, 2013, it was decided to sample the groundwater upon the installation of four groundwater monitoring wells once the area was accessible during or after construction.

Groundwater samples will be collected from the monitoring wells for at least four quarters of sampling. Once the status of the groundwater plume is determined, remediation measures may be taken and/or the restrictive covenant may be amended to include a more suitably defined area.

SCOPE OF SERVICES

The Scope of Services consists of conducting four groundwater monitoring events.

Braun Intertec proposes completion of the following scope of work:

1. Complete a Health and Safety Plan for onsite activities.
2. Notify the City of Amarillo five days prior to initiating the groundwater sampling event.
3. Set up cones to restrict access to the areas on the afternoon prior to initiating the groundwater sampling event.
4. Calibrate water quality meters and PID.
5. Collect a water level, depth to bottom measurements, and PID readings from each well. If petroleum phase separated hydrocarbons (PSH) are detected in the well, the well will not be sampled.
6. Purge each well while recording field parameter measurements. A well is considered stabilized if the following parameters are within the target criteria for three consecutive readings and significant drawdown has not occurred:
 - pH – ± 0.1 standard unit (S.U.);
 - Temperature- $\pm 0.1^{\circ}\text{C}$;
 - Specific Conductance - $\pm 5\%$;
 - Oxidation Reduction Potential (ORP) - ± 10 mV;
 - Dissolved Oxygen (DO) - ± 0.5 mg/L; and
 - Turbidity - $\pm 5\%$ if > 10 NTU.
7. Record the volume purged upon stabilization.
8. Collect the groundwater samples using a bailer.
9. Decontaminate all equipment between sampling locations.
10. Groundwater samples will be submitted to a Pace Analytical (Pace) of Allen, Texas, a National Environmental Laboratory Accreditation Conference (NELAC)-accredited laboratory in Allen, Texas for the following analysis:
 - Total Petroleum Hydrocarbons (TPH);
 - benzene, toluene, ethylbenzene and (total) xylenes (BTEX);
 - methyl tert-butyl ether (MTBE); and
 - polycyclic aromatic hydrocarbons (PAHs) on the soil sample with the highest - (C12-C28) range organic (DRO) fraction of the TPH analyses.It is anticipated that up to 4 groundwater samples will be collected and submitted for laboratory analysis.
11. Collect a composite waste sample of the purged groundwater for analysis of TPH, BTEX, pH and flash point.

12. Prepare a report and updated TCEQ LPST Field Activity Report (FAR) and Groundwater Monitoring Report Form for submission to the TCEQ LPST Division.

Results and Reporting

Emailed results of the groundwater monitoring events will be provided to the City as they become available to Braun Intertec. Upon completion of the onsite work and chemical analyses, a report will be prepared detailing our methods, results, and conclusions. The TCEQ LPST FAR Form (TCEQ-0017) and Groundwater Monitoring Report Form (TCEQ-0013) with required attachments and supporting documentation will be available for client submittal to the TCEQ within approximately 15 business days from the receipt of the last analytical report.

Braun Intertec will prepare a report detailing the results of the well installation activities summarizing the groundwater analytical results. Laboratory analytical result summary tables will be included for review. Comparison of the laboratory results with the TCEQ PST Program Action Levels will be performed to determine potential exceedance(s).

SCHEDULE AND ASSUMPTIONS

Braun Intertec anticipates that it will take two days per event to complete the groundwater sampling. A FAR Form (TCEQ-0017) and Groundwater Monitoring Report Form (TCEQ-0013) documenting the groundwater sampling will be provided to the City fifteen business days after the receipt of the final analytical report. The Groundwater Monitoring Report form will be then submitted by the City to the TCEQ after approval by the City.

This schedule does not include any delays encountered due to unforeseeable Site conditions, weather delays, or prolonged Client review times of reports.

Laboratory detection limits and reporting for TPH, BTEX/MTBE, and PAH analyses will be performed based on the TCEQ PST program requirements. All groundwater will be containerized and removed for proper disposal to a facility permitted to accept the waste.

In performing the proposed groundwater sampling, Braun Intertec will use the degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession currently practicing in the same locality. No warranty, express or implied, is made.

COST ESTIMATE

Services will be completed on a time and materials basis. The estimated fee for the performance of four quarters of groundwater sampling is \$31,975 as summarized in the table below.

SERVICES	Total
Braun Intertec-Professional Fees	\$ 17,750
Braun Intertec-Equipment/supplies	\$ 12,300
Laboratory Analytical	\$ 1,925
Total	\$ 31,975

Any additional work required beyond the scope of services included in this proposal (e.g., extraordinary research requirements, or other factors beyond our control) will be invoiced as incurred. Additional work will be performed only with prior client authorization.

Procurement of Professional Services for Texas Governmental Entities

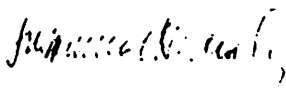
It is our understanding that the City of Amarillo is requesting pricing for our services because we have first demonstrated competence, knowledge, and qualifications to perform the services in accordance with the Professional Services Procurement Act and other applicable statutes and codes. Your request for this proposal, which contains information on fees, is being submitted to provide the City of Amarillo the ability to determine the reasonableness of our proposed fee for the services.

Acceptance of Proposal

Braun Intertec appreciates the opportunity to present this proposal to you. If it is acceptable, the original can be retained for your records and a copy can be signed and returned to us by fax or U.S. Mail in its entirety, including the General Conditions, as written authorization to proceed. Braun Intertec will begin the project upon receipt of the City's authorization. The estimated cost presented in this proposal is based on the scope of services described and the assumption that the proposal will be authorized within 30 days and that the project will be completed within the proposed schedule. If the project is not authorized within 30 days, Braun Intertec may need to modify the proposal. If the project cannot be completed within the proposed schedule due to circumstances beyond our control, revising the proposal may be required for completion of the remaining tasks. Payment for services is due upon receipt of invoice, with interest added to unpaid balances after 30 days, in accordance with the attached General Conditions, which are a part of this proposed contract

Braun Intertec appreciates the opportunity to provide you with our services. Please contact Shane Nance at 806.677.0600, if you have questions or require additional information.

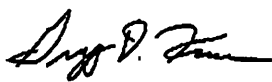
Respectfully submitted,
Braun Intertec Corporation



Susannah Duly, PG, CPG, Texas LPST CA-PM #549
Sr. Geologist



Shane Nance, P.E.
Associate Principal/Senior Engineer



Gregg D. Kruse
Principal Scientist, Environmental Consulting Director

Attachments: General Conditions

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

General Conditions

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for costs and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for costs and expenses incurred up to the time of termination.

3.5 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.5 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated cost is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse our costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees, staff time, and other costs and expenses.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for costs and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s)

empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.*

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for costs and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

Exhibit "B"



Braun Intertec Corporation
215 South Fannin Street
Amarillo, TX 79106

Phone: 806.677.0600
Web: braunintertec.com

April 21, 2017

Proposal: QTB056249

Mr. Kyle Schniederjan
City Engineer
City of Amarillo
509 S.E. Seventh Avenue
P.O. Box 1971
Amarillo, Texas 79101

Re: Proposal for Professional Services: Groundwater Monitoring Well Installation and Development
Leaking Petroleum Storage Tank, Former Police Station
LPST Site #118505, Facility ID #5164
609 South Pierce St.
Amarillo (Potter County), Texas 79101

Dear Kyle:

Braun Intertec Corporation (Braun Intertec) is pleased to present this proposal for the installation and development of four groundwater monitoring wells in compliance with the Monitoring Well Installation and Monitoring (*Work Plan*) submitted to the Texas Commission on Environmental Quality (TCEQ) Leaking Petroleum Storage Tank (LPST) Division on January 11, 2016. The Work Plans were submitted in support of closure activities for the LPST Site #118505 located at 609 S Pierce (hereafter referred to as the Site). The Work Plans were approved by the TCEQ without comment on February 18, 2016. As stated in a May 13, 2014 letter sent to the City of Amarillo (hereafter referred to as the City) by Susannah Duly, Ronnie Eason of the TCEQ LPST Division agreed to allow the City to abandon the previous onsite well. The correspondence also stated that the TCEQ has agreed to the installation of four groundwater monitoring wells and four rounds of groundwater sampling to determine if the groundwater BTEX plume has stabilized. If it has, or if the concentrations of constituents of concern (COCs) have decreased, then the LPST case can move forward to apply for closure.

BACKGROUND

The Site was previously managed under the Texas Natural Resource Conservation Commission (TNRCC), now the TCEQ, LPST Division, Site #97024. Hydrocarbon impacts to the subsurface were found to be present due to leaking underground storage tanks (USTs) in 1990. The Site was closed in January 2002 following the submission of a draft restrictive covenant on the deed. The Site-specific Target Level (SSTL) established for the Site was 5.9 milligrams/kilogram (mg/kg) for benzene. The five monitoring wells associated with Site #97024 were abandoned in-situ although the restrictive covenant on the deed was not recorded. Copies of the documentation and deed were attached to the Site Closure Request submitted to the TCEQ on May 30, 2013 by Eco-logical Environmental Services (EES) of Midland, TX.

The sampling completed by EES of Amarillo, TX was done in anticipation of closing the Site as the area is to be used for a new parking garage in support of a new stadium and hotel complex for the City. In consultation with the TCEQ on November 26, 2013, it was decided to sample the groundwater upon the installation of four groundwater monitoring wells once the area was accessible during or after construction.

AA/EOE

Groundwater samples will be collected from the monitoring wells for at least four quarters of sampling. Once the status of the groundwater plume is determined, remediation measures may be taken and/or the restrictive covenant may be amended to include a more suitably defined area.

A work plan submitted to the TCEQ on January 11, 2016 provided the locations and the well installation methodology to the TCEQ as well as a groundwater monitoring plan. One upgradient, one down gradient, and two side gradient groundwater monitoring wells will be installed and sampled in order to delineate the extent of any detected groundwater dissolved phase BTEX plume and monitor its stability.

SCOPE OF SERVICES

The Scope of Services consists installing and developing four groundwater monitoring wells into the Ogallala aquifer with an anticipated depth of 185-190 feet (ft.) below ground surface (BGS). The City will specify the locations for the four monitor wells. The groundwater monitoring and waste disposal will be the subjects of an additional proposal.

Braun Intertec proposes completion of the following scope of work:

1. Contact the City of Amarillo and request engineering as-built drawings to determine the locations with the least amount of utilities, currently thought to be 30 ft. from each corner.
2. Contact the City of Amarillo to mark sewer and water lines.
3. Contact Texas One Call 48 hours prior to site activity so that they can mark the location of public utilities at the Site.
4. Complete a Health and Safety Plan for onsite activities.
5. Mobilize/Demobilize to and from the Site with personnel and a CME-75 (or similar) to install the soil borings and groundwater monitoring wells as described in the *Work Plans*.
6. A field geologist will sample, field classify, and log the soils encountered in each of the proposed soil borings using the Unified Soil Classification System (USCS) as described in American Society for Testing and Materials (ASTM) Method D2488-09a, "Standard Practice for Description and Identification of Soils (Visual-Manual Procedure)."
7. Field screen the soil samples collected from each of the soil borings for the presence of organic vapors using a photo-ionization detector (PID).
8. Boreholes will be logged using cuttings and samples collected during drilling activities. Cuttings and soil samples will be collected and described continuously for the first 15 ft., then every 5 ft. from 15 to 175 ft. BGS. The soil samples will be collected and described continuously from 175 ft. BGS to 5-ft into the water table. Soil samples with high PID readings or visual/olfactory evidence of staining of hydrocarbon impact will be submitted to a Pace Analytical (Pace) of Allen, Texas, a National Environmental Laboratory Accreditation Conference (NELAC)-accredited laboratory in Allen, Texas for the following analysis:
 - Total Petroleum Hydrocarbons (TPH);
 - benzene, toluene, ethylbenzene and (total) xylenes (BTEX);
 - methyl tert-butyl ether (MTBE);
 - polycyclic aromatic hydrocarbons (PAHs) on the soil sample with the highest - (C12-C28) range organic (DRO) fraction of the TPH analyses; and
 - lead.

It is anticipated that up to 30 soil samples will be collected and submitted for laboratory analysis.

9. Collect a composite sample of the soil cuttings and sample of the purge water for characterizing and profiling waste. The soil sample will be analyzed for TPH, BTEX, and Toxic Characteristic Leaching Procedure (TCLP) lead. The water sample will be analyzed for pH and flash point in addition to TPH, BTEX, and lead.
10. Permanent groundwater monitoring wells will be installed in each location. Monitoring wells will include at a minimum the following materials:
 - Schedule 40, 2-inch (in) outer diameter (OD) well casing and Schedule 40, 2-in OD, 0.010-in. machine slotted, 10 ft. long well screen;
 - Filter pack materials consisting of well sand;
 - Well sealing materials (e.g., hydrated bentonite chips or pellets);
 - Borehole backfill (bentonite grout); and
 - Surface seals and materials for 2 ft. by 2 ft. concrete surface well completion.
11. Properly develop the groundwater monitoring wells in accordance with the *Work Plan*.
12. Survey the top of the well casings.
13. Prepare a report and updated TCEQ LPST Field Activity Report Form for submission to the TCEQ LPST Division.

Results and Reporting

Emailed results of the assessment will be provided to the City as they become available to Braun Intertec. Upon completion of the onsite work and chemical analyses, a report will be prepared detailing our methods, results, and conclusions. The TCEQ LPST Field Activity Report (FAR) Form (TCEQ-0017) with required attachments and supporting documentation will be available for client submittal to the TCEQ within approximately 15 business days from the receipt of the last analytical report.

Braun Intertec will prepare a report detailing the results of the well installation activities summarizing the soil analytical results. Laboratory analytical result summary tables and soil boring logs will be included for review. Comparison of the laboratory results with the TCEQ PST Program Action Levels will be performed to determine potential exceedance(s).

SCHEDULE AND ASSUMPTIONS

Braun Intertec anticipates that it will take ten days to complete the well installation and development. A FAR (TCEQ-0017) form documenting the well installations and development will be provided to the City fifteen business days after the receipt of the final analytical report. The FAR form will be then submitted to the TCEQ after approval by the City.

This schedule does not include any delays encountered due to unforeseeable Site conditions, weather delays, or prolonged Client review times of reports. Any regulatory reporting is the sole responsibility of the Property owner; therefore, Braun Intertec will not perform any regulatory reporting under this scope of work but will prepare regulatory submittals to be submitted by the City.

Laboratory detection limits and reporting for TPH, BTEX/MTBE, PAH, and lead analyses will be performed based on the TCEQ PST program requirements. All soil cuttings will be containerized and removed for proper disposal to the Republic Services landfill in Canyon, Texas. The waste is anticipated to be Class II waste.

Utility location performance does not imply a guarantee or warranty that all utilities, obstacles, or other potentially hazardous conditions will be identified; or that proposed invasive activities will not encounter utilities, obstacles, or other potentially hazardous conditions. Furthermore, Braun Intertec is not responsible for damage to any subsurface piping, systems or utilities encountered during drilling or sampling activities performed at the Site. The location of ground penetrations are strictly the responsibility of the Client or his or her representative. Likewise, the Client may invite their representative(s), to include the Property Owner, to be present during any on-site activities.

In performing the proposed well installation and development, Braun Intertec will use the degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession currently practicing in the same locality. No warranty, express or implied, is made.

COST ESTIMATE

Services will be completed on a time and materials basis. The estimated fee for the performance of the well installation, development, soil sampling and waste disposal services is **\$99,270** as summarized in the table below.

SERVICES	Total
Braun Intertec-Professional Fees	\$ 14,750
Braun Intertec-Equipment/supplies	\$ 2,070
Well Installation-Drilling Services	\$ 78,200
Laboratory Analytical	\$ 4,250
Total	\$ 99,270

Any additional work required beyond the scope of services included in this proposal (e.g., extraordinary research requirements, or other factors beyond our control) will be invoiced as incurred. Additional work will be performed only with prior client authorization.

Procurement of Professional Services for Texas Governmental Entities

It is our understanding that the City of Amarillo is requesting pricing for our services because we have first demonstrated competence, knowledge, and qualifications to perform the services in accordance with the Professional Services Procurement Act and other applicable statutes and codes. Your request for this proposal, which contains information on fees, is being submitted to provide the City of Amarillo the ability to determine the reasonableness of our proposed fee for the services.

Acceptance of Proposal

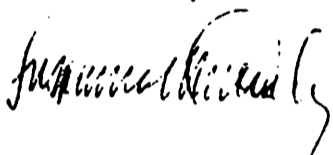
Braun Intertec appreciates the opportunity to present this proposal to you. If it is acceptable, the original can be retained for your records and a copy can be signed and returned to us by fax or U.S. Mail in its entirety, including the General Conditions, as written authorization to proceed. Braun Intertec will begin the project upon receipt of the City's authorization. The estimated cost presented in this proposal is based on the scope of services described and the assumption that the proposal will be authorized within 30 days and that the project will be completed within the proposed schedule. If the project is not authorized within 30 days, Braun Intertec may need to modify the proposal. If the project cannot be



completed within the proposed schedule due to circumstances beyond our control, revising the proposal may be required for completion of the remaining tasks. Payment for services is due upon receipt of invoice, with interest added to unpaid balances after 30 days, in accordance with the attached General Conditions, which are a part of this proposed contract

Braun Intertec appreciates the opportunity to provide you with our services. Please contact Shane Nance at 806.677.0600, if you have questions or require additional information.

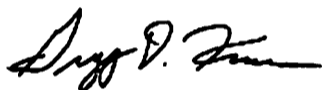
Respectfully submitted,
Braun Intertec Corporation



Susannah Duly, PG, CPG, Texas LPST CA-PM #549
Sr. Geologist



Shane Nance, P.E.
Associate Principal/Senior Engineer



Gregg D. Kruse
Principal Scientist, Environmental Consulting Director

Attachments: General Conditions

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

BRAUN
INTERTEC

General Conditions

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for costs and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for costs and expenses incurred up to the time of termination.

3.5 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.5 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated cost is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse our costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees, staff time, and other costs and expenses.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for costs and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s)

empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.*

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for costs and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dennis J. Linder & Associates An affiliate of American Agency, Inc. 731 Bielenberg Drive, Suite 204 Woodbury MN 55125	CONTACT NAME: Kimberly South
	PHONE (A/C, No, Ext): (651) 621-8982 FAX (A/C, No): (651) 621-8989 E-MAIL ADDRESS: kims@djlinger.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: National Fire Ins Co Hartford	NAIC # 20478
INSURER B: Continental Casualty Company	20443
INSURER C: Continental Insurance Co	35289
INSURER D: Valley Forge Insurance Company	20508
INSURER E:	
INSURER F:	


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU & Broad Form PD <input checked="" type="checkbox"/> ND Stop Gap: \$1M/\$1M/\$1M GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			2058100923 Includes: Operations of Subs - Contingent Liability, Contractual Liability	9/1/2016	9/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			2058100937	9/1/2016	9/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			2058100940	9/1/2016	9/1/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	2058101327	9/1/2016	9/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Environmental Prof Liab Incl Pollution Incident			EEH114132066 Claims Made & Reported	9/1/2016	9/1/2017	\$5,000,000. Each Claim \$10,000,000. Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
QTBO56628 QTBO56249; Well Installation & Monitoring - LPST Site #118505, Facility ID #5164, 609 S Pierce St, Amarillo, TX

Continued on Page 2

CERTIFICATE HOLDER kaytlin.ritchie@amarillo.g City of Amarillo Attn: Purchasing Dept. PO Box 1971 Amarillo, MN 79186	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Dennis Linder/KVS 

COMMENTS/REMARKS

Page 2

Additional Insured as respects General Liability and Automobile Liability, if required by written contract, per the General Liability Blanket Additional Insured Endorsement and the Blanket Additional Insured provision included in the Business Auto Extended Coverage Endorsement: City of Amarillo.

Waiver of Subrogation with respect to Workers' Compensation, if required by written contract, per the Workers' Compensation blanket waiver of subrogation endorsement, applies in favor of: City of Amarillo.

The policies evidenced on page 1 of this certificate include endorsements that permit us to evidence the following notices of cancellation for this certificate, if required by written contract:

As respects the General Liability, Automobile Liability, Workers Compensation:

In the event of cancellation (except for non-payment of premium) or material change that reduces or restricts the insurance coverage or policy, the issuing company will mail 30 days prior written notice of cancellation or material change, to the certificate holder named on page 1, at the address shown.

As respects the Umbrella Liability, In the event of cancellation of this coverage (except for non-payment of premium), the issuing company will mail 30 days prior written notice, to the certificate holder named on page 1, at the address shown.

As respects the Professional Liability, should the policy be cancelled, before the expiration date thereof, the issuing company will mail 30 days written notice and 10 days for non-payment of premium, to the certificate holder named on page 1, at the address shown.



Amarillo City Council Agenda Transmittal Memo



Meeting Date	May 30, 2017	Council Priority	Infrastructure Initiative
---------------------	--------------	-------------------------	---------------------------

Department	Capital Projects & Development Engineering
-------------------	--

Agenda Caption

**Award – JOB # 420055/Bid # 5735 2016/2017 Milling & Overlay of Various Streets
J. Lee Milligan Inc. - Bid \$1,429,471.05**

This item is to award the bid contract for the 2016/2017 Milling and Overlay of Various Streets. Funding for this project was approved in the 2016/2017 Capital Improvement Program.

Agenda Item Summary

Award of Bid Contract for the 2016/2017 Milling and Overlay of Various Streets comprised of **S Coulter St.** from Arden Rd. to SW 45th Ave., **Hillside Rd.** from S. Coulter St. to Bell St., **SW 26th Ave.** from Paramount Blvd. to S Georgia St., **Ross St.** from Federal Ave. to SE 3rd Ave., and **River Road** from E Saint Francis Ave. to E Willow Creek Dr.

Requested Action

Consider approval and award to J. Lee Milligan Inc. Bid \$1,429,471.05

Funding Summary

Funding for this project is available in the Project Budget Job # 420055.17400.1040.

Community Engagement Summary

This project will have a modest impact to the community. City staff will continually update the public with press releases and public announcements through social media before and during the project.

Staff Recommendation

City Staff is recommending approval and award of the contract.

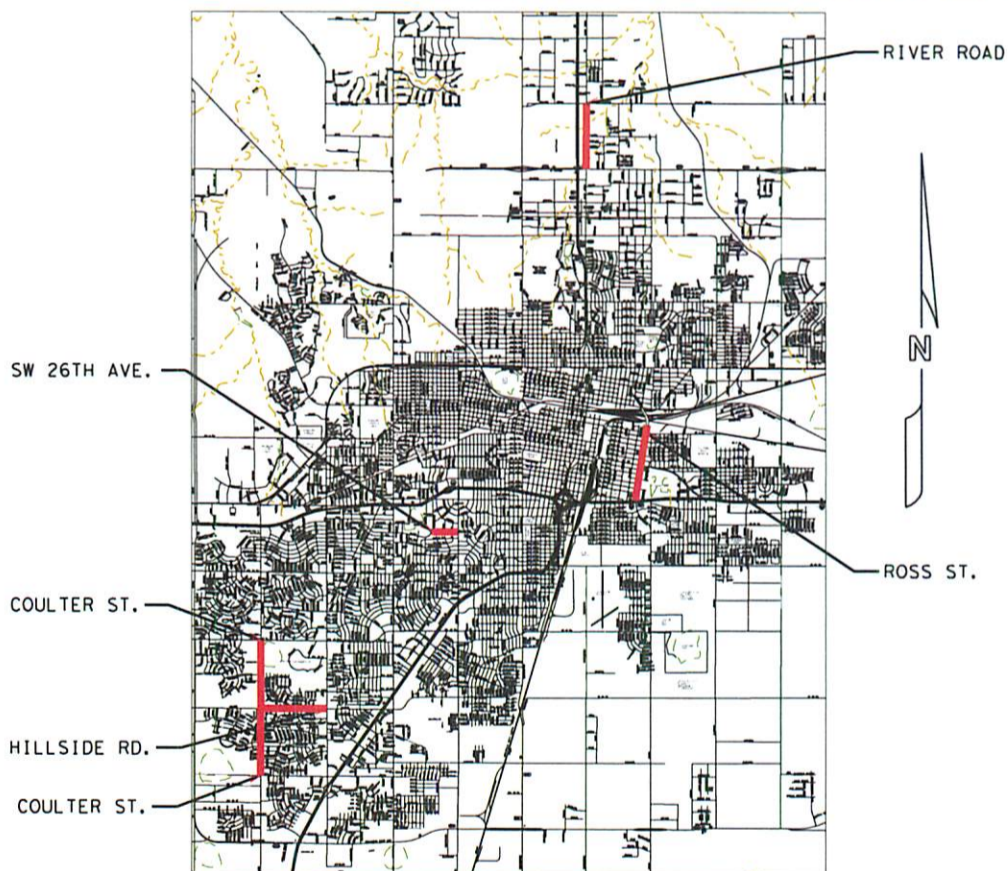
CITY OF AMARILLO, TEXAS

CP&D ENGINEERING

PLANS OF PROPOSED 2016/2017 MILLING AND OVERLAY OF VARIOUS STREETS

JOB NO. 420055

DESCRIPTION: CONSISTING OF MILLING, HMAC OVERLAY,
BASE AND MISCELLANEOUS CONCRETE REPAIR



MAY 4, 2017
BID OPENING
BID # 5735

Bid No. 5735 2017 Milling and Overlay of Various City Streets
 Opened 4:00 p.m., May 5, 2017

To be awarded as one lot	J Lee Milligan Inc	LA Fuller & Sons Constuction Ltd	Holmes Construction Company	D E Rice Construction Company Inc	R K Hall LLC
Line 1 Preparing the Right of Way or Project Site: Removal and disposal of concrete curb and gutter with saw cuts where necessary, (COA 3.03) complete, per specifications 200 lf	\$12.500	\$10.00	\$10.800	\$14.00	\$20.00
Unit Price					
Extended Price	2,500.00	2,000.00	2,160.00	2,800.00	4,000.00
Line 2 Preparing the Right of Way or Project Site: Concrete slab removal including walks, drives, valleys, etc and saw cuts where necessary, (COA 3.03) complete, per specifications 480 sf	\$3.500	\$1.90	\$6.000	\$12.00	\$8.00
Unit Price					
Extended Price	1,680.00	912.00	2,880.00	5,760.00	3,840.00
Line 3 Preparing the Right of Way or Project Site: Removal and disposal of HMAC and saw cuts where necessary, (COA 3.03 complete, per specifications 50 sy	\$21.000	\$13.20	\$14.400	\$12.00	\$36.00
Unit Price					
Extended Price	1,050.00	660.00	720.00	600.00	1,800.00
Line 4 Scarify, Reshape, Comapnt and Refinish Existing Base Material, (6") Depth (COA 4.05) complete, per specifications 6,180 sy	\$1.800	\$1.90	\$3.600	\$5.50	\$6.10
Unit Price					
Extended Price	11,124.00	11,742.00	22,248.00	33,990.00	37,698.00

To be awarded as one lot	J Lee Milligan Inc	LA Fuller & Sons Constuction Ltd	Holmes Construction Company	D E Rice Construction Company Inc	R K Hall LLC
Line 5 Six inch (6") 3000 psi Concrete curb and gutter, (COA 4.30) complete, per specifications 200 lf					
Unit Price	\$28.150	\$30.00	\$27.600	\$33.00	\$57.00
Extended Price	5,630.00	6,000.00	5,520.00	6,600.00	11,400.00
Line 6 Eight inch (8") concrete flatwork (valleys and spandrels), minimum 4000 psi at 28 days, reinforced with #4 re reinforcing bars 12" OC both ways, subgrade preparation, complete with toewalls when required (COA 4.09) installed complete, per specifications 480 sf					
Unit Price	\$17.250	\$20.00	\$21.600	\$19.96	\$14.70
Extended Price	8,280.00	9,600.00	10,368.00	9,580.80	7,056.00
Line 7 Plane Existing Asphaltic Concrete Pavement (ACP) one and one half inches (1 1/2") and Stockpile Salvaged Materials, (COA 4.16), per specifications 4,710 sy					
Unit Price	\$3.000	\$3.50	\$2.750	\$2.41	\$3.50
Extended Price	14,130.00	16,485.00	12,952.50	11,351.10	16,485.00
Line 8 Plane existing Asphaltic Concrete Pavement (ACP) three (3") and stockpile salvaged materials, (COA 4.16) complete, per specifications 6,164 sy					
Unit Price	\$3.000	\$5.10	\$2.800	\$3.52	\$4.15
Extended Price	18,492.00	31,436.40	17,259.20	21,697.28	25,580.60

To be awarded as one lot	J Lee Milligan Inc	LA Fuller & Sons Constuction Ltd	Holmes Construction Company	D E Rice Construction Company Inc	R K Hall LLC
Line 9 Plane existing Asphaltic Concrete Pavement (ACP) from zero to one (0" to 1") inch and stockpile salvaged materials, (COA 4.16) complete, per specifications 56,631 sy	\$1,300	\$2.50	\$1,900	\$2.02	\$2.35
Unit Price					
Extended Price	73,620.30	141,577.50	107,598.90	114,394.62	133,082.85
Line 10 Plane existing Asphaltic Concrete Pavment (ACP) ibe (1") inch and stockpile Salvaged Materials, (CO 4.16) complete , per specifications 2,635 sy	\$7,800	\$2.50	\$2,750	\$6.56	\$2.35
Unit Price					
Extended Price	20,553.00	6,587.50	7,246.25	17,285.60	6,192.25
Line 11 Furnish, haul, place and compact one and one-half inch (1 1/2") hot-mix asphaltic concrete, type D, (COA 4.13) complete, per specifications 4,905 sy	\$8,150	\$10.50	\$12,000	\$8.14	\$11.90
Unit Price					
Extended Price	39,975.75	51,502.50	58,860.00	39,926.70	58,369.50
Line 12 Furnish, haul, place and compact three inch (3") hot-mix asphaltic concrete, type D, (COA 4.13) complete, per specifications 6,164 sy	\$13,500	\$17.00	\$21,100	\$16.52	\$20.80
Unit Price					
Extended Price	83,214.00	104,788.00	130,060.40	101,829.28	128,211.20
Line 13 Furnish, haul, place and compact one inch (1") hot-mix asphaltic concrete, type D, (COA 4.13) complete , per specifications 185,087 sy	\$6,000	\$5.95	\$6,600	\$7.68	\$8.60
Unit Price					
Extended Price	1,110,522.00	1,101,267.65	1,221,574.20	1,421,468.16	1,591,748.20

To be awarded as one lot	J Lee Milligan Inc	LA Fuller & Sons Constuction Ltd	Holmes Construction Company	D E Rice Construction Company Inc	R K Hall LLC
Line 14 Remove and replace existing asphaltic concrete pavement, base course and subgrade adjacent to concrete flatwork and curb and gutter as noted on plans as necessary, including saw cuts, installed per COA Paving Tie (Typ) detail (COA 4.02, 4.05 and 4.13) complete, per specifications					
50 sy	\$41.000	\$55.00	\$84.000	\$5.50	\$132.00
Unit Price					
Extended Price	2,050.00	2,750.00	4,200.00	275.00	6,600.00
Line 15 Water Valve Box Adjustment, installed complete, per specifications					
27 ea	\$300.000	\$440.00	\$546.000	\$275.56	\$535.00
Unit Price					
Extended Price	8,100.00	11,880.00	14,742.00	7,440.12	14,445.00
Line 16 Manhole Adjustment, installed complete, per specifications					
20 ea	\$690.000	\$770.00	\$840.000	\$275.56	\$720.00
Unit Price					
Extended Price	13,800.00	15,400.00	16,800.00	5,511.20	14,400.00
Line 17 Furnishm install and maintain Traffic Control Plan, (COA 9.04) complete, per specifications					
1 ls	\$14,750.000	\$88,050.00	\$139,800.000	\$57,665.35	\$105,000.00
Unit Price					
Extended Price	14,750.00	88,050.00	139,800.00	57,665.35	105,000.00
Bid Total	1,429,471.05	1,602,638.55	1,774,989.45	1,858,175.21	2,165,908.60

Awarded to Vendor

1,429,471.05



4

Amarillo City Council Agenda Transmittal Memo



Meeting Date	May 30, 2017	Council Priority	Infrastructure Initiative
---------------------	--------------	-------------------------	---------------------------

Department	Capital Projects & Development Engineering	Contact Person	Floyd Hartman
-------------------	--	-----------------------	---------------

Agenda Caption

Approval – Addendum Four (4) – Job # 521943: Hillside Terrace 30” Sewer Replacement

Original Contract \$ 52,650.00

Previous Addendums: \$147,000.00

Current Addendum: \$199,784.01

For a Total of Addendums: \$346,784.01

Revised Contract: \$399,434.01

This item approved Addendum Four (4) to the Professional Service Agreement with RIMKUS Consulting Group, Inc. to allow for additional engineering services, testing and the related activities.

Agenda Item Summary

Approval of Addendum Four (4) to increase and revise the RIMKUS contract amount.

Requested Action

Consider and approval of Addendum Four (4)

Funding Summary

Job# 521943 has a budget of \$12,397,994.91 with available funds for this addendum.

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval of Addendum Four (4)

**ADDENDUM NO. 4 TO
AGREEMENT FOR PROFESSIONAL SERVICES**

WHEREAS, the City of Amarillo (“OWNER”) and RIMKUS Consulting Group, Inc. (“CONSULTANT”) have heretofore entered into that certain Agreement for Professional Services dated November 24, 2014 to perform professional engineering services in connection with the deterioration of OWNER’s 30-Inch vitrified clay pipe (VCP) sanitary sewer main located in Randall County, Texas; and

WHEREAS, pursuant to Section XIX of the Agreement, the parties desire to amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, OWNER and CONSULTANT hereby agree to amend the Agreement as follows:

1. Part One

- Develop the Sampling Protocol, detailing the identification, marking, removal, storage, handling and chain of custody documentation of samples removed from the in-situ VCP.
- Pursuant to implementation of the Sampling Protocol, attend from day-to-day as required to observe, identify, mark, document, package and store samples taken from the top of in-situ pipe sections exposed by excavation by others.
- Assist in the direction and distribution of the samples to appropriate parties as may be directed by the City’s representative.
- Provide sample examinations and documentation.
- Coordinate additional examination and testing of samples, if desired, by the City’s materials characterization/testing consultant.

The estimate anticipates all on-site work associated with the proposed Part One scope-of-work will be completed within three work days, beginning at a predetermined start date. CONSULTANT estimates the cost to complete the above proposed Part One scope-of-work at \$40,192.63. This proposal and estimated cost does not include work and associated cost related to bypassing the affected sewer line, which we anticipate will be completed by the OWNER’s independent contractor, prior to initiation of CONSULTANT’s proposed work identified in Part One above. This proposal and estimated cost does not include the work and associated cost to complete the excavations, and cut and remove samples from the in-situ pipe sampling locations, which CONSULTANT anticipates will be completed by the OWNER’s independent contractor. For purposes of this proposal, it is assumed that the cost to bypass the affected sewer line, complete all work related to the excavations, and removal of the samples to the ground surface adjacent to the excavations will be borne by others. This estimated cost does not include the cost of OWNER’s personnel. This estimate includes the cost for preparation and transportation of the samples to a temporary storage facility. This estimate includes the cost for temporary storage of the samples at the temporary storage facility. This estimate includes the cost to prepare and transport evidence to the RCG, Inc. storage facility located in Irving, Texas.

2. Part Two

- Develop the Sampling Protocol, detailing the identification, marking, removal, storage, handling and chain of custody documentation of samples removed from the in-situ VCP.
- Pursuant to implementation of the Sampling Protocol, attend from day-to-day as required to observe, identify, mark, document, package and store samples taken from the top of in-situ pipe sections exposed by excavation by others.
- Assist in the direction and distribution of the samples to appropriate parties as may be directed by the City's representative.
- Provide sample examinations and documentation.
- Coordinate additional examination and testing of samples, if desired, by the City's materials characterization/testing consultant.

The estimate anticipates all on-site work associated with the Part Two scope-of-work will include initial observation and documentation of the affected sewer line, and assistance in the removal, transportation and storage of any samples will be completed by the observation team as may be required, beginning the day the OWNER's independent contractor begins work to remove and replace the affected sewer line. The above proposed Part Two scope-of-work anticipates as well, such subsequent day-to-day observation, identification, removal, transportation and storage, and documentation of samples as may be requested by OWNER's representative. The estimate anticipates all on-site work associated with the Part Two scope-of-work will be completed in a continuous three day period. The exact schedule of work and the exact time required to complete the work will not be controlled in its entirety by RCG, Inc. The actual duration of the work may vary. RCG, Inc. will bill for its time and expenses as they occur. RCG, Inc. will keep the OWNER informed of CONSULTANT's costs as the work progresses. CONSULTANT estimates the cost to complete the above proposed Part Two scope-of-work at \$34,964.50. This proposal and estimated cost does not include work and associated cost related to bypassing the affected sewer line, which we anticipate will be completed by the OWNER's independent contractor, prior to initiation of CONSULTANT's proposed work identified in Part Two above. This proposal and estimated cost does not include the work and associated cost to complete the excavations, and cut and remove samples from the in-situ pipe sampling locations, which CONSULTANT anticipates will be completed by the OWNER's independent contractor. For purposes of this proposal, it is assumed that the cost to bypass the affected sewer line, complete all work related to the excavations, and removal of the samples to the ground surface adjacent to the excavations will be borne by others. This estimated cost does not include the cost of OWNER's personnel. This estimate includes the cost for preparation and transportation of the samples to a temporary storage facility. This estimate includes the cost for temporary storage of the samples at the temporary storage facility. This estimate includes the cost to prepare and transport evidence to the RCG, Inc. storage facility located in Irving, Texas.

3. Part Three

CONSULTANT estimates the cost to complete the above proposed Part Three scope-of-work at \$124,626.88. This proposed scope-of-work includes the cost to prepare evidence for shipping, and the cost to ship select samples to an independent materials consultant, as directed by the OWNER's representative. This estimated cost does not include the cost for independent examination of samples

of pipe by the independent materials consultant. This proposed scope-of-work includes the cost to assist in the examination of evidence by other parties, and it includes a comprehensive analysis of all data and information obtained to date, formulation of opinions and conclusions and preparation of a final Report of Findings. This proposed scope-of-work includes the cost to attend meetings and to prepare for and attend potential depositions.

NOW, THEREFORE, the parties agree that the Agreement is changed by addition of the following:

- A. Part One scope-of-work as more particularly defined above as an estimated lump sum addition of \$40,192.63.
- B. Part Two scope-of-work is as more particularly defined above as an estimated lump sum of \$34,964.50.
- C. Part Three scope-of-work is as more particularly defined above as an estimated lump sum of \$124,626.88.

Except as herein modified, all terms, conditions and provisions of the Agreement shall remain in force and effect and are hereby confirmed and ratified by OWNER and CONSULTANT.

EXECUTED by the parties as of the date shown below, to be effective upon execution of the OWNER.

RIMKUS CONSULTING GROUP, INC.
(CONSULTANT)

CITY OF AMARILLO
(OWNER)

By: _____
Michael Wiseman,
Vice President

By: _____
Bob Cowell,
Deputy City Manager

Date: _____

Date: _____

Dear Mr. Hartman:

Rimkus Consulting Group, Inc. ("RCG, Inc.") has completed work related to sampling, examination and testing of samples of the 30-inch Vitrified Clay Pipe (VCP) located in southwest Amarillo, as described in our November 14, 2014, proposal, and July 11, 2016, proposal.

We understand that the City of Amarillo desires additional samples of the VCP be removed for examination and testing as needed. We understand the additional samples will be removed from the VCP sewer line that will be taken out of service, in anticipation of its removal and replacement by an independent contractor.

We propose that Jerry E. Mercer out of our Dallas office continue in his role as project manager, responsible for the coordination of RCG, Inc. work activities. We propose Lori L. Cox, out of our Indianapolis office remain involved with this project, to review and evaluate the original design documents and remediation documents, as well as to assist in the documentation of the condition of the VCP before, during and after removal of the pipe. We propose Kyle A. Paradise remain involved in this project, continuing his work to document, transport and secure any additional fractured pipe and/or pieces of pipe.

The following proposed scope-of-work (Phase II construction contract) is divided into three parts to more accurately identify activities and work associated with the removal of samples from in-situ VCP before removal and replacement of the pipe begins (Part One). Followed by proposed work to observe, examine, and document (and evaluate as requested by the City's representative) samples of the VCP that may be taken at the direction of RCG, Inc. while an independent contractor under separate contract with the City of Amarillo works to remove and replace the affected VCP (Part Two). And, proposed work to organize all data and photographs obtained to date, develop a final Report of Findings, and prepare for and attend potential depositions of Mr. Mercer, Ms. Cox and Mr. Paradise (Part Three).

The following proposed scope-of-work will supplement our previous work pursuant to determining the cause of the failure of the VCP, and it will provide for an evaluation of the proposed remediation efforts to address the failure of the VCP:

Part One and Part Two

- Develop the Sampling Protocol, detailing the identification, marking, removal, storage, handling and chain of custody documentation of samples removed from the in-situ VCP.
- Pursuant to implementation of the Sampling Protocol, attend from day-to-day as required to observe, identify, mark, document, package and store samples taken from the top of in-situ pipe sections exposed by excavation by others.
- Assist in the direction and distribution of the samples to appropriate parties as may be directed by the City's representative.
- Provide sample examinations and documentation.
- Coordinate additional examination and testing of samples, if desired, by the City's materials characterization/testing consultant.

Our estimate anticipates all on-site work associated with the proposed Part One scope of work will be completed within three work days, beginning at a predetermined start date. Our estimate anticipates all on-site work associated with the Part Two scope of work will include initial observation and documentation of the affected sewer line, and assistance in the removal, transportation and storage of any samples will be completed by the observation team as may be required, beginning the day the City's independent contractor begins work to remove and replace the affected sewer line. The above proposed Part Two scope-of-work anticipates as well, such subsequent day-to-day observation, identification, removal, transportation and storage, and documentation of samples as may be requested by City's representative. Our estimate anticipates all on-site work associated with the Part Two scope-of-work will be completed in a continuous three day period. The exact schedule of work and the exact time required to complete the work will not be controlled in its entirety by RCG, Inc. The actual duration of the work may vary. RCG, Inc. will bill for its time and expenses as they occur. RCG, Inc. will keep you informed of our costs as the work progresses.

We estimate the cost to complete the above proposed Part One scope-of-work at \$40,192.63, and the above proposed Part Two scope-of-work at \$34,964.50. This proposal and estimated cost does not include work and associated cost related to bypassing the affected sewer line, which we anticipate will be completed by the City's

independent contractor, prior to initiation of our proposed work identified in Part One and Part Two above. This proposal and estimated cost does not include the work and associated cost to complete the excavations, and cut and remove samples from the in-situ pipe sampling locations, which we anticipate will be completed by the City's independent contractor. For purposes of this proposal, it is assumed that the cost to bypass the affected sewer line, complete all work related to the excavations, and removal of the samples to the ground surface adjacent to the excavations will be borne by others. This estimated cost does not include the cost of City of Amarillo personnel. This estimate includes the cost for preparation and transportation of the samples to a temporary storage facility. This estimate includes the cost for temporary storage of the samples at the temporary storage facility. This estimate includes the cost to prepare and transport evidence to the RCG, Inc. storage facility located in Irving, Texas.

Part Three

We estimate the cost to complete the above proposed Part Three scope-of-work at \$124,626.88. This proposed scope-of-work includes the cost to prepare evidence for shipping, and the cost to ship select samples to an independent materials consultant, as directed by the City's representative. This estimated cost does not include the cost for independent examination of samples of pipe by the independent materials consultant. This proposed scope-of-work includes the cost to assist in the examination of evidence by other parties, and it includes a comprehensive analysis of all data and information obtained to date, formulation of opinions and conclusions and preparation of a final Report of Findings. This proposed scope-of-work includes the cost to attend meetings and to prepare for and attend potential depositions.

Thank you again for considering Rimkus Consulting Group, Inc. for this project. Please contact me if you have any questions or need further information on our qualifications or of any proposed independent consultant and materials testing professional.

Sincerely,

BOARDS AND COMMISSIONS – VACANCIES

11



Amarillo Local Government Corporation

03/22/2011 Les Simpson 09/30/2017 (resigned)

Amarillo-Potter Events Venue District:

11/01/2002 Glenn McMennamy 10/01/2017 (resigned)

Convention & Visitor Council

03/02/2017 Suzanne Talley 09/30/2018 (resigned)

Council Audit Committee

04/12/2016 Paul Harpole 04/11/2017 (resigned)

04/12/2016 Mark Nair 04/11/2017 (resigned)

Council Subcommittee on Economic Development Incentive Policies and Guidelines

04/12/2016 Terry Childers 04/11/2017 (position appointment)

04/12/2016 Bob Cowell 04/11/2017 (position appointment)

04/12/2016 Elisha Demerson 04/11/2017 (position appointment)

04/12/2016 Randy Burkett 04/11/2017 (position appointment)

Planning and Zoning Commission (3-year terms)

05/14/2014 Rob Parker 05/15/2017

05/14/2014 Dean Bedwell 05/15/2017

Board of Review – Landmarks & Historic District (3-year terms)

06/11/2014 Chan Davidson 05/21/2017

06/08/2014 Trey Porter 05/21/2017

05/24/2017